FRANCHISE DISCLOSURE DOCUMENT

iCRYO Franchise Systems, LLC
a Texas limited liability company
14200 Gulf Freeway, Suite 210
Houston, Texas, 77034
Telephone: (855) 700-2109
franchise@iCRYO.com
www.iCRYO.com

As a franchisee, you will operate a management business that will establish and manage an iCRYO Center that, through independent physicians and professionally licensed persons or entities, provide cryotherapy and other health and wellness-related services.

The total investment necessary to begin operation of a franchised business is between $474,500 and $1,205,000. This includes between $409,000 and $1,056,000 that must be paid to the franchisor or its subsidiaries or affiliate.

We also offer the opportunity for a franchisee to sign a Multi-Unit Development Agreement that will allow development of multiple franchises in a defined area. The total investment for the first location under a Multi-Unit Development Agreement is between $474,500 and $1,205,000. This includes between $409,000 and $1,056,000 that must be paid to the franchisor or its subsidiaries or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Department at 14200 Gulf Freeway, Suite 210, Houston, Texas 77034, or (855) 700-2109.

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

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

ISSUANCE DATE: July 25, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E and F.
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 B 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 franchise outlets.
Will my business be the only iCRYO 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 an iCRYO franchisee?	Item 20 or Exhibits E and F list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in the then-current county and state where our corporate headquarters is located (currently, Harris County, Texas). Out-of- state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate and/or litigate with the franchisor in the then- current county and state where our corporate headquarters is located than in your own state.

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

3. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

5. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

6. **General 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.

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

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into an Franchise Agreement, from settling any and all claims.

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if:

(i) the term of the franchise is less than five (5) years, and

(ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan Consumer Protection Division Attn: Franchise
670 G. Mennen Williams Building 525 W. Ottawa Street
Lansing, Michigan 48909
(517) 373-7117

Despite subparagraph (f) above, we intend to enforce fully the provisions of the arbitration section contained in our Franchise Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce that section as written.

TABLE OF CONTENTS

Page

EXHIBITS TO FRANCHISE DISCLOSURE DOCUMENT

A – State Agencies/Agents for Service of Process
B – Financial Statements
C – Franchise Agreement
D – Multi-Unit Development Agreement
E – List of Franchisees
F – List of Franchisees Who Have Left the System
G – Table of Contents of Manual
H – State Addenda to FDD, Franchise Agreement, and Multi-Unit Development Agreement
I – Sample Administrative Services Agreement

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE A RIDER TO THE FRANCHISE AGREEMENT OR MULTI-UNIT DEVELOPMENT AGREEMENT. THESE ADDITIONAL DISCLOSURES AND RIDERS, IF ANY, APPEAR IN EXHIBIT H.

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

The Franchisor is iCRYO Franchise Systems, LLC, a Texas limited liability company. To simplify the language in this Disclosure Document, iCRYO Franchise Systems, LLC, will be referred to as "we" or "us". "You" means the individual or individuals or corporation, partnership or limited liability company buying the franchise. If you are a business entity, each of the following individuals must sign our Guaranty: (i) each of your shareholders if you are a corporation; (ii) each of your partners if you are a general partnership; or (iii) each of your members and managers if you are a limited liability company. All of the provisions of our Franchise Agreement (a copy of which is attached as Exhibit C to this Disclosure Document) will apply to you and to each individual who signs the Guaranty.

The Franchisor

We are a Texas limited liability company formed in September, 2017 and maintain our principal business address at 14200 Gulf Freeway, Suite 210, Houston, Texas 77034. We do business under our corporate name.

We offer and sell unit franchises and area development (area representative) franchises under the trade name "iCRYO". We do not own or operate any businesses of the type being franchised. However, as noted below, our affiliates (entities that are majority-owned by some of our owners) operate iCRYO Centers of the kind unit franchisees operate. We have never offered franchises in any other line of business. We started offering franchises for the same type of business you will be operating in September, 2017, though the concept has evolved significantly since that time. We started offering area development franchises in November 2020.

Our agent for service of process is identified in Exhibit A to this Disclosure Document.

Parent, Predecessor and Affiliate

We have a parent or predecessor. We have several subsidiaries and affiliates that offer products or services to our franchisees:

Our parent, iCRYO Brands, LLC is a Texas limited liability company, with a business address of 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034. It has never operated a business of the type being franchised.

Our affiliate, Team Construction Services, LLC is a Texas limited liability company, with a business address of 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034. Team Construction Services provides construction management services to our unit franchisees. It has never operated a business of the type being franchised.

Our affiliate, PamCo Supply LLC is a Texas limited liability company, with a business address of 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034. PamCo supplies furniture, fixtures, and equipment to our unit franchisees. It has never operated a business of the type being franchised.

Our affiliate, RWES, LLC is a Texas limited liability company, with a business address of 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034. It supplies large equipment to our unit franchisees. It has never operated a business of the type being franchised.

Our affiliate, Zenith Marketing Agency, LLC is a Texas limited liability company, with a business address of 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034. It operates as a marketing company. It has never operated a business of the type being franchised.

Our affiliate, iMED Consulting Group, LLC is a Texas limited liability company, with a business address of 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034. It operates as a company to provide administrative services. It has never operated a business of the type being franchised.

Our affiliate, Fran Funding LLC is a Texas limited liability company with a business address of 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034. It may offer financing to qualified franchisees. It has never operated a business of the type being franchised.

Our affiliate, KL Jones Holdings, LLC is a Texas limited liability company with a business address of 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034. It is currently the owner of one of our Marks. It has never operated a business of the type being franchised.

Our affiliate iCRYO Enterprises, LLC is a Texas limited liability company with a business address of 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034. From May, 2016 through July, 2017, it granted unit licenses to others to operate under the iCRYO name and offer the same products and services as iCRYO Franchise Systems LLC. As of the effective date of this FDD it has 1 licensee location of iCRYO Centers left. This licensee is not operating as a franchise since no substantial assistance has been provided by us to the licensee and we do not substantially control its operations.

Some of our minority owners own CHAMD PLLC, a professional limited liability company that has been approved by us to contract with our franchisees to provide iCRYO Services at the Franchisees' iCRYO Centers (see the description of the Unit Franchise Business below). Franchisees may contract with CHAMD PLLC, but are not required to do so. Franchisees can instead find another professional limited liability company or corporation to contract with, though we have to approve that professional limited liability company or corporation first.

The Business We Offer

We offer two different franchise programs. The franchise described in this FDD is for our unit-franchise program only. Area development franchises (area representative franchises) are offered under a separate FDD.

The Unit Franchise Business

We grant qualified candidates franchisees a franchise agreement (the **"Franchise Agreement"**) for the right to develop and manage iCRYO Centers (each, a **"iCRYO Center"** or **"Franchised Business"**) at which an independent professional limited liability company or professional company (the **"MEDICAL ENTITY "**) offer many different wellness related services, including Whole Body Cryotherapy, Localized Cryotherapy, Cryo Facials, Compression Therapy,

Infrared Sauna, intravenous infusion, intramuscular injections, Cryoskin services, Zero Body float bed, and Photo biomodulation (PBM) beds (such services as are included in the System from time to time, the **"Services"**). It is likely that the Services offering will change over the term Franchise Agreement. For example. Services may in the future include PRP, genetic testing, and

customized intravenous infusions. You will sign a Franchise Agreement, which is attached to the FDD as **Exhibit C**, for the right to develop and manage one iCRYO Center.

iCRYO Centers operate under our unique system relating to the establishment, development, and operation of the Franchise Businesses (the **"System"**). The System includes the Marks (defined below), recognized designs, decor and color schemes, and FF&E; know-how; training techniques; trade secrets; uniform specifications of products and services; sales techniques; merchandising; marketing; advertising; quality control procedures; and procedures for operation and management of System businesses. We may periodically make changes to the System, including System standards, facility location requirements and design, signage, equipment, trade dress and fixture requirements.

We may periodically make changes to the systems and standards for your Franchise Business. All Franchised Businesses must be developed and operated in accordance with our specifications, standards, policies, and procedures, which will be communicated to you via our confidential Manual for Franchise Businesses or other written communications and directions from us. A copy of the table of contents of our Manual is attached as **Exhibit F** to this Disclosure Document.

iCRYO Centers offer a-la-carte services and memberships. Membership reciprocity program rules are outlined in our Operations Manual and are subject to change, at our discretion.

The **"Marks"** include various trade names, trademarks, service marks, logos, and other commercial symbols, including the trademark "iCRYO" or any Marks we have designated or may in the future designate for use in connection with the System.

We expect that you will set up a business entity to operate your Franchise Business. The Franchise Agreement requires you to designate the individuals who will be responsible for your Franchise Business. The Owner(s) of the Franchise Business, or others you designate to operate the Franchise Business, must meet our qualifications, and must be approved by us. Your current and future Owners and their spouses must sign an Owner's Guaranty and Assumption of Obligations (**"Guaranty"**) (see Exhibit 3 to the FA) guaranteeing your performance and binding themselves individually to certain provisions of the FA, including the covenants against competition and disclosure of confidential information, restrictions on transfer and dispute resolution procedures.

An important aspect of your Franchised Business will be the cooperation with a MEDICAL ENTITY of your choice, which we have approved. Delivery of some of the Services to customers provided as part of the iCRYO System is, in some states, classified as the practice of medicine. To avoid having to make, sometimes difficult, determinations of how Services are classified you will only manage the operation of your ICRYO Center. All Services will be performed by the staff of the MEDICAL ENTITY. You will have to enter into an administrative services agreement with the Medical Entity under which you will provide management services to the MEDICAL ENTITY. A sample administrative services agreement is attached to the FDD as **Exhibit I**. The physicians owning the Medical Entity, or the Medical Entity itself, will also enter into an agreement with iCRYO pursuant to which they make up an advisory board to us, advising us n suggested changes to services offered, and ideas for potential new services.

Multi-Unit Development Agreement

We offer qualified candidates a Multi-Unit Development Agreement for the development of multiple Franchised Businesses with a defined development area. Our form of Multi-Unit Development Agreement is attached as **Exhibit D** to this Disclosure Document. You will be required to open each Franchised Business in accordance with a development schedule. The Franchise Agreement for each Franchised Business developed under the Multi-Unit Development Agreement will be the form of Franchise Agreement being offered by us generally at the time each Franchise Agreement is executed, but the continuing fees you pay will be the same as the first Franchise Agreement. Just as with the unit franchise agreement, the Multi-Unit Development Agreements grants you the right to develop and manage iCRYO Centers, but you will have to contract with a MEDICAL ENTITY for each location to offer services to customers.

The Area Development Business

We grant franchises for the right to operate iCRYO area developer businesses (sometimes referred to as "area representatives") to qualified candidates under a separate FDD. Area developers sign an area developer agreement with us. Area developers are required to solicit, screen, qualify, train and assist iCRYO unit franchisees in the opening and operation of their iCRYO Centers in a designated territory, and support them during the operation of the franchisees' Franchised Businesses. They also solicit prospective unit franchisees in their designated territory.

If your Franchised Business is in the designated territory of one of our area developers, some of our obligations to you under the Franchise Agreement may be performed by an area developer.

Market and Competition

The market for the type of management services you will be providing, as well as for the products and services provided by the MEDICAL ENTITY you contract with, is developing and new to the marketplace. The target audience for iCRYO Unit Franchises is a wide range of people interested in wellness, sports and fitness, as well as beauty and anti-aging services. This business is year- round and not seasonal.

You will compete with other local management companies that offer office management services to physicians, and the MEDICAL ENTITY you contract with will compete with franchises and other businesses that sell and offer cryotherapy and related services, as well as national and regional chains.

Applicable Industry-Specific Laws and Regulations

In some states, IV therapy, intramuscular injections, use of certain medical devices and possibly other Services included in the System, may be subject to laws regulating the practice of medicine. Such laws and regulations include (i) state corporate practice of medicine (**"CPOM"**) regulations, (ii) laws pertaining to the practice of medicine and/or nursing, (iii) privacy laws such as Health Insurance Portability and Accountability Act (**"HIPAA"**), (iv) telemedicine laws and regulations, (v) state individual and facility licensing requirement, (vi) patient inducement laws, (vii) laws and regulations pertaining to medical devices and related healthcare equipment and (vii) laws and regulations pertaining to health and fitness centers, including requirements applicable to membership programs. Our System does not currently include participation in federal or state healthcare programs, but if such programs are added to the System in the future, your Franchised

Business may be subject to additional laws, such as federal and state anti-kickback laws and/or physician self-referral laws. Though you will not be involved in the practice of medicine you will be providing management services to the MEDICAL ENTITY that will be. Some of the laws, for example HIPAA, apply directly to companies, such as yours, that provide services to physicians and other licensed professionals.

The CPOM generally prohibits a lay person from practicing medicine, and from commercialized a physician's license. When a lay person employs or contracts with a licensed physician for the provision of professional medical services, and the lay person receives the fee for those services, the lay person may be engaged in the unlicensed practice of medicine in violation of the CPOM. You may not interfere with the professional medical judgment of any licensed professional, and you may interfere with the acts performed under the delegation and supervision of a licensed professional. The physician must be solely responsible for the delivery of care to patients of the Medical Entity. If you exercise too much control over the Medical Entity, and develop an employer/employee like relationship over the physician-owners or clinical staff, the Business Support Services Agreement may be found to be unenforceable.

It is also important to note that certain Services may, based upon such laws and regulations, particularly at a state level, require that such Services be delivered by licensed professionals such as nurses, physicians, nurse practitioners (with or without physician supervision), licensed therapists, or other licensed or certified medical or health care professionals. In addition, the determination of the scope of treatment by such licensed professionals may also be governed by the medical or nursing boards or other licensing or accrediting body of a given state. State healthcare laws and regulations will also dictate which licensed healthcare provider (e.g. physician or nurse) can conduct a primary patient evaluation and diagnosis, develop the treatment plan, as well as who can perform the procedure.

YOU ARE ADVISED TO CONSULT COUNSEL ABOUT ANY POTENTIAL IMPACT OF THESE LAWS AND REGULATIONS. As we cannot, and will not, advise you on these legal matters, you alone are responsible for investigating and evaluating the federal, state and local laws that may apply to the operations of your Franchised Business and the restrictions that may be imposed on your Franchised Business, your ownership of your Franchised Business, and the individuals who may or may not provide services as employees of your Franchised Business.

Because of the CPOM regulations, HIPAA, and other related healthcare laws may apply to parts of the Services that are part of the System, the Franchised Business does not normally involve the provision of services to customers. Instead, you will provide non-clinical management services to a professional corporation, professional association, or professional limited liability company (the **"MEDICAL ENTITY"**) that is responsible for providing the Services. The MEDICAL ENTITY is responsible for both those Services that under applicable law in your location may only be offered, administered, or provided by a physician or other licensed professional, or under the supervision of an authorized healthcare provider, and for any other Services that are provided as part of the System. Not all Services will necessarily be considered medical services in your state, but we nonetheless require that they be provided by the MEDICAL ENTITY. If at any time during the term of the Franchise Agreement you do not have a current administrative services agreement with an approved MEDICAL ENTITY you may, after consultation with us and for an interim period only, provide such Services through your Franchised Business that clearly do not involve the practice of medicine in your location.

You will have to enter into an administrative services agreement with a Medical Entity licensed to provide all Medical Entity Services. Under the Administrative Services Agreement, you

will provide the Medical Entity with management, administrative services and general business and operational support consistent with the System and generally support the Medical Entities operation at the location of the Franchised Business and its delivery of Medical Entity Services. It is up to you to draft and negotiate the administrative services agreement, but a form of administrative services agreement is attached as **Exhibit J** to this FDD (**"Administrative Services Agreement"**). The Administrative Services Agreement is only a form agreement and you are responsible for ensuring that it complies with applicable law(s) in your location. You must obtain our final approval of your administrative services agreement before executing it with the MEDICAL ENTITY. The MEDICAL ENTITY you contract with must at all times be in regulatory good standing.

The MEDICAL ENTITY is responsible to employ and control medical or healthcare professionals and staff of the Franchised Business who provide actual medical or healthcare services to be delivered at the Franchised Business. You may NOT provide nor direct the administering of any Services, nor supervise, direct, control or suggest to the MEDICAL ENTITY or its licensed medical or healthcare professionals the manner in which the MEDICAL ENTITY provides or administers MEDICAL ENTITY Services to its clients. Due to various federal and state laws regarding the practice of medicine, and the ownership and operation of any Franchised Business and health care businesses that provide medical or healthcare services, it is critical that any unlicensed Franchisees do not engage in practices that are, or may appear to be, the practice of medicine. The MEDICAL ENTITY is responsible for, and must offer all medical or healthcare services in accordance with all applicable laws and regulations, and a conforming Administrative Services Agreement and the System.

You must also ensure that your relationship with the Medical Entity for which you provide management services complies with all laws and regulations. The Medical Entity must comply with all laws and regulations and secure and maintain in force all required licenses, permits and certificates relating to the operation of its business and provision of the Medical Entity Services, including compliance with rules relating the financial relationships it enters into with third parties to comply with any applicable fee-splitting prohibitions. Franchisees may assist the Medical Entity in its effort to comply with such laws and regulations, but must do so under the direction of the Medical Entity. Each state has medical, nursing, physician assistant, naturopathic, chiropractic and other boards that determine rules and regulations regarding their respective members and the scope of services that may legally be offered by their members. The laws and regulations generally include requirements for the medical providers to hold required state licenses and registrations to work as medical professionals or healthcare providers in the state where the Franchised Business is located, and to hold required certifications by, or registrations in, any applicable professional association or registry. If a state or jurisdiction has such laws or regulations, these laws and regulations are likely to vary from state to state, and these may change from time to time.

You are responsible for operating in full compliance with all laws that apply to a Unit Franchise, a Multi-Unit Agreement, and Franchised Business, and you must make your own determination as to your legal compliance obligations. Additionally, the laws applicable to your Franchised Business may change, and if there are any medical or healthcare regulations or other laws that would render your operation of the Franchised Business in violation of any medical or healthcare regulation or law, you must immediately advise us of such change and of the your proposed corrective action to comply with medical or healthcare regulations and law. Similarly, if we discover any such laws, upon providing you notice of such laws, you agree to make such changes as are necessary to comply with medical regulations.

The Franchise Agreement and Administrative Services Agreement will not interfere with, affect or limit the independent exercise of medical judgment by the Medical Entity and its professional medical or healthcare staff. It will be your responsibility for researching all applicable laws, and we strongly advise that you consult with an attorney and/or contact local, state and federal agencies before signing a Franchise Agreement with us, or an Administrative Services Agreement with a MEDICAL ENTITY, or any other agreements, to determine your legal obligations and evaluate the possible effects on your costs and operations.

There are, of course, statutes and regulations that are common to all businesses, including those governing health and labor issues, zoning, privacy and safety. Further, due to the ongoing COVID-19 pandemic, government shutdowns or shelter in place order may affect your ability to operate your business fully. You must investigate, keep informed of and comply with these laws.

We do not assume any responsibility for advising you on these regulatory or legal matters. You should consult with your attorney about laws and regulations that may affect the Franchise Business and investigate the application of those laws further.

Item 2.
BUSINESS EXPERIENCE

William Jones, Chief Executive Officer

William has been our CEO since our inception on September 11, 2017. William is also and has been the CEO of our affiliate, iCRYO Enterprises, LLC in Houston, TX since April 2016 and the CEO of our affiliate, iCRYO, LLC in Houston, TX since June 2015. William has also been the President of W.M. Jones Construction Inc. in Houston, Texas since May 2010. He works out of Houston, Texas.

Kyle Jones, Chief Innovation and Branding Officer

Kyle has been our CIBO since October of 2022. Kyle was previously our COO since our inception on September 11, 2017 until October 2022. Kyle also serves as the COO of our affiliate, iCRYO Enterprises, LLC in Houston, TX since April 2016 and the COO of our affiliate, iCRYO, LLC in Houston, TX since June 2015. He works out of Houston, Texas.

Scott Briner, Chief Operating Officer

Scott has been our COO since October 2022. Scott was previously our Chief Administration Officer between August of 2019 and October 2022. Before that, Scott was the CEO of Sweeny Community Hospital in Sweeny, TX from December 2016 until August of 2019. He works out of Houston, Texas.

Bob Morgan, President

Bob has been our President since January 2018. Bob was the CEO of Muscle Maker Grill Inc. from November 2007 until April, 2018, in Houston, Texas. He works out of Houston, Texas.

Item 3.
LITIGATION

Concluded Matters

GTM Holdings, LLC v. iCRYO Franchise Systems, LLC, before the American Arbitration Association, Case 01-21-0002-0785, filed on or about March 3, 2021.

The Plaintiff was a party to a franchise agreement with iCRYO Franchise Systems, LLC. On or about August 3, 2020, the Plaintiff initiated a lawsuit in the District Court of Harris County, Texas, setting forth claims for breach of contract, tortious interference with contract, violation of the Texas trust fund statutes, the theory of money had and received, and negligence and alleged that the Plaintiff suffered damages as a result of iCRYO's involvement in lease negotiations and build-out. The suit further alleged fraud claims. The claims totaled approximately $186,000, in addition to legal fees and punitive damages. On or about September 2, 2020 iCRYO filed a motion to compel arbitration in accordance with the franchise agreement, which motion was granted, and on or about March 3, 2021 Plaintiff filed arbitration.

iCRYO Franchise Systems, LLC filed a counter claim against the Plaintiff on or about April 10, 2021 for a claim of damages in the aggregate of $10,246,363.06. The damages amount was the total past due balances owed by the Plaintiff to iCRYO for unpaid Royalty Fees, Point of Sale (POS) Fees, and Furniture, Fixtures and Equipment Fees of $8,363.06 in addition to the total of lost income due to the Plaintiff's tortious interference with contract and business opportunities in the amount of $10,238,000.00. Pursuant to an agreement between entered into on May 12, 2022, both parties withdrew their complaints without any payments to the other.

Consent Order (Order No.S-19-2814-20-CO01) with the State of Washington Department of Financial Institutions, Securities Division, dated January 17, 2020.

On January 17, 2020, we entered into a consent order with the Securities Division of the Washington Department of Financial Institutions regarding an allegation that that we provided a prospect with financial performance representations outside those contained in the then-current Franchise Disclosure Document and failed to provide a Franchise Disclosure Document (in violation of RCW 19.100.170). We agreed to cease and desist from selling any franchises in violation of RCW 19.100.170, the anti-fraud section of the Franchise Investment Protection Act of the State of Washington.

Other than the foregoing 2 matters, no litigation is required to be disclosed in this Item.

Item 4.
BANKRUPTCY

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

[Remainder of page intentionally left blank]

Item 5.
INITIAL FEES

Franchise Agreement Initial Fees:

Initial Franchise Fee

You must pay an initial franchise fee of $49,500. The initial franchise fee is payable when you sign the Franchise Agreement. Except as noted below, the initial franchise fee is uniform to all franchisees and must be paid in full when you sign the Franchise Agreement. The initial franchise fee is fully earned and is not refundable under any circumstances. During our previous fiscal year, the initial franchise fees paid ranged from $29,250 to $45,000.

We provide special financial incentives to qualified veterans who have been honorably discharged from the US Armed Forces referred to as the "American Hero Franchise Program". All documents must be submitted to Franchisor for verification and approval purposes. We offer qualified candidates a 35% reduction off the initial franchise fee for their first iCRYO Franchised Business. The applicable candidate must own 51% or more of the assets of the Franchised Business or of the business entity that is the Franchisee. For their first agreement, those eligible to participate in this program will also not be charged any royalty fees for the first 180 days of operation. We reserve the right to cancel or modify this program at any time.

iCRYO Equipment Package

You must purchase from our subsidiaries an opening package consisting of furniture, fixtures, and equipment to perform services, including Whole Body Cryotherapy machines, Infrared Saunas, Compression Sleeves, Photobiomodulation Devices, Dry Float Bed, Recliners for Compression and related accessories. The iCRYO Equipment Package ranges from $330,500 to $485,500 (depending on the amount of square footage for your iCRYO Center). Otherwise, the iCRYO Equipment Package is charged uniformly to all franchisees and is nonrefundable.

Project Management Fee

If leasehold improvements are not paid by your landlord under your lease, you must utilize our approved subcontractors for your leasehold improvements and Team Construction Services LLC for project management. The construction costs are paid to Team Construction Services LLC as a pass through to the contractors. The Project Management Fee retained by Team Construction Services LLC is 10% of the total construction cost. Even if your landlord is handling the build-out of your location, or you own the location, or you are self-performing, you must retain Team Construction Services to ensure that the build-out is consistent with System standards. The fee for their project management services will be 10% of the total construction cost with a minimum of $15,000. Your landlord may perform certain improvements or provide you with a tenant improvement allowance which may offset, in whole, or in part, the construction and build-out costs for your Franchised Business. The Project Management Fee is non-refundable.

Monthly Technology Fee

When you execute the Franchise Agreement you must pay us a non-refundable fee of $1,000 for the technology package we make available to you. The package includes processes needed to achieve functionality of the POS system and reporting tools, as well as other technologies needed for daily operations. Currently, this includes access to our Microsoft

account. 6 Microsoft E1 Licenses are included. After you sign the Franchise Agreement, you must pay us a monthly technology fee (the "Monthly Technology Fee") of $195 per month until the construction permit for your Franchised Business is obtained. After that, you must pay us a Monthly Technology Fee of $995. We estimate that the total (pre-opening) Monthly Technology Fee, including the initial $1,000 fee, will be $6,500, based on the time it usually takes franchisees to open their Franchised Business.

Medical Onboarding Fee

There is a non-refundable onboarding and setup fee of $7,500 payable to our affiliate, iMED Consulting Group, when you execute the Franchise Agreement. If you qualify to develop and operate 5 or more iCRYO centers under a Multi-Unit Development Agreement, this onboarding fee is reduced to $6,500 per center. The onboarding and setup include the coordination needed for creating the physician's medical license for your state, the physician owned PLLC, the bank accounts for the PLLC, and implementation of the physician medical malpractice insurance (does not include any franchisee policies). After you open your center, you must pay a minimum monthly consulting fee of $250 per month. This monthly fee includes up to 2.5 hours of consulting time for ongoing support each month. Unused hours do not roll over. Additional hours can be added at the rate of $100 per hour.

Multi-Unit Development Agreement Fees:

If you qualify to develop and operate multiple iCRYO Centers under a Multi-Unit Development Agreement, you must pay to us a development fee of a minimum of $49,500 for the first location in addition to a deposit equal to 50% of the initial franchise fee for each additional iCRYO Center to be developed. You will also be required to execute a separate franchise agreement for each iCRYO Center to be developed and upon signing each franchise agreement you will be obligated to pay a separate initial franchisee fee, but we will credit the development fee against that initial franchise fee upon the signing of each Franchise Agreement. Last year, the minimum development fee paid was $42,175, on a transaction involving a two center deal with an American Hero Franchise discount.

The development fee must be paid in full when you sign the Multi-Unit Development Agreement. The development fee is imposed on all Multi-Unit Developers, is fully earned by us when received, and is not refundable. The development fee is uniformly imposed on all Multi-Unit Developers, except that we grant initial franchise fee reductions depending on the number of iCRYO Centers you commit to develop:

Where we grant you the right to develop 3-4 iCRYO Centers, the initial franchise fee will be discounted to $42,000 per Center if paid in full up front.

Where we grant you the right to develop 5-9 iCRYO Centers, the initial franchise fee will be discounted to $40,000 per Center if paid in full up front.

Where we grant you the right to develop 10-19 iCRYO Centers, the initial franchise fee will be discounted to $35,000 per Center if paid in full up front.

Where we grant you the right to develop 20 or more iCRYO Centers, the initial franchise fee will be discounted to $20,000 per Center if paid in full up front.

Item 6.
OTHER FEES

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	Depends on amount of annual Gross Revenues: 1.$0 - $750,000: 6.5% 2.$750,001 - $1,250,000: 6% 3.$1,250,001 - $1,999,999: 5.5% 4.$2,000,000 and above: 5% Minimum: $2,600/month	Payable on Wednesday each week via ACH for the preceding week. We reserve the right in our sole discretion to reduce the frequency of collection.	The Royalty Fee depends on your annual Gross Revenue. You will pay 6.5% until your Gross Revenues for the prior full calendar year reach $750,000. For Gross Revenues of $750,001 to $1,250,000 you pay 6%. For Gross Revenues between $1,250,001 and $1,999,999 you pay 5.5%. And for Gross Revenues of $2,000,000 or more you pay 5%. No matter your Gross Revenue, you must pay at least Royalties of $2,600 per month. Royalties are paid to us. Gross Revenues is defined in Note 1.
National Ad Fund	Up to 2% of weekly Gross Revenues (currently 1%)	Payable to the Fund at the same time and in the same manner as you pay the Royalty Fee.	See Note 1 and Note 2.
Monthly Consulting Fee	$250/month plus $100 per hour if more than 2.5 hours are needed	Payable to our affiliate, iMED, on the 1st of each month via ACH	The Consulting Fee covers expenses for items such as overseeing telemedicine processes, assisting with vendor relations, and general on-going support.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Monthly Technology Fee	$995/month, plus $25/license in excess of 6 Microsoft E1 licenses.	Payable on the 25th each month via ACH.	The Monthly Technology Fee covers expenses such as processes needed to achieve functionality of the POS system and reporting tools.
Transfer Fee (Franchise Agreement and Multi-Unit Development Agreement)	$20,000	Prior to transfer.	Transfer Fee is paid to us. The transfer fee does not apply to initial transfers where the transferee is an entity controlled and owned by Franchisee.
Renewal Fee	50% of the then current initial franchise fee.	Prior to renewal.	See Item 17 for a further explanation of renewal conditions.
Testing New Products Fee for Franchisor Approval to Add to Center	$500, plus our costs and expenses for the testing	Before placing product in center	We reserve the right to test out, approve or reject any new potential products and/or services that are not already included in the agreement for each center.
Audit	Reasonable cost for the audit.	Upon demand	See Note 3.
Late Payment Fee	The lower of 18% interest per year and the highest rate permitted in your state.	As incurred.	See Note 4.
Indemnity	Varies	As incurred.	See Note 5.

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Additional Training	Then current training fee, plus reimbursement for our cost and expenses.	Upon demand.	See Note 6.
Attorney's Fees	Reasonable attorneys' fees incurred by us.	Upon demand	Payable if we need to hire an attorney to enforce our rights under the Franchise Agreement.
Insurance	Cost of insurance plus a 25% administrative fee.	As incurred.	We may obtain the insurance if you fail to. You will pay the cost of the insurance premiums and a fee to us to cover our reasonable expenses.
Step in Rights Fee	The greater of 10% of your weekly Gross Revenues, and $1,500 per week. You will also have to pay our expenses.	Upon demand.	If you ask us to step in and assist in the operation of your Franchised Business, or if we deem it necessary, we can step in an assist. See Note 7.
Release Compensation	$_____.	Upon demand.	Payable by you to us if we release you from your non-competition obligations after the agreement is terminated or expires.
Relocation Fee	A reasonable amount to reimburse us for our costs and expenses incurred in connection with your relocation.	Upon demand.	Payable if you relocate your iCRYO Center during the term of the Franchise Agreement to compensate us for our related expenses. Relocation is subject to our prior approval.
Customer Surveys	A reasonable amount to reimburse us for our costs.	Upon demand.	Payable if we perform customer satisfaction surveys.
Arbitration expenses	Arbitration fees, including attorneys' fees and interest and costs of investigation.	Upon demand	If you and we arbitrate a dispute under the Franchise Agreement and we win, you will have to pay us our expenses. If you win, we will have to pay your expenses.

Notes:

General: Unless otherwise stated, all fees are paid to us and are non-refundable. All fees are imposed uniformly. We collect all fees and reserve the right to collect any and all fees due to us through ACH. You may only have one bank account for the Franchised Business and in addition to the ability to ACH funds owed to us from that account, we must be permitted "view- only" access.

1. The "Gross Revenues" are defined in the Franchise Agreement to include all income of any type or nature and from any source that you derive or receive directly or indirectly from, through, by or on account of the operation of the Franchised Business, at any time after the signing of your Franchise Agreement, in whatever form and from whatever source, including, but not limited to, cash, services, in kind from barter and/or exchange, gift cards (when purchased not when redeemed) on credit or otherwise, as well as business interruption insurance proceeds, all without deduction for expenses, including marketing expenses and taxes. Gross Revenues also includes all revenues and receipts of the Medical Entity received in connection with the performance of Services at the Franchised Business, less any administrative services fees paid under the Administrative Services Agreement between you and the MEDICAL ENTITY. However, the definition of Gross Revenues does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities, or customer refunds or adjustments. Gross Revenues are calculated on a cash basis when a sale is made, not on an accrual basis.

   If you do not report Gross Revenues, we may debit your account for 120% of the last Royalty Fee and National Ad Fee that we debited. If the Royalty Fee and National Ad Fee we debit are less than the Royalty Fee and National Ad Fee, you actually owe us, once we have been able to determine your true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty Fee and National Ad Fee we debit are greater than the Royalty Fee and National Ad Fee, you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following week.

   If any state imposes a sales or other tax on the Royalty Fees, then we have the right to collect this tax from you.

2. We have established a National Ad Fund to be administered for the common benefit of System franchisees. Our affiliate owned locations are required to contribute to the Fund.

3. You must maintain accurate business records, reports, accounts, books, and we have the right to inspect and/or audit your business records during normal business hours. If any audit reveals that you have understated Gross Revenues by 5% or more, or if you have failed to submit complete reports and/or remittances for any 2 reporting periods or you do not make them available when requested, you must pay the reasonable cost of the audit, including the cost of auditors and attorneys, together with amounts due for royalty and other fees as a result of the understated Gross Revenues, including interest from the date when the Gross Revenues should have been reported.

4. You will be required to pay us interest on any overdue amounts from the due date until paid at the lesser of 18% interest per year or the highest lawful interest rate. If we engage an attorney to collect any unpaid amounts (whether or not a formal arbitration claim or judicial proceedings are initiated), you must pay all reasonable attorneys' fees, arbitration costs, court costs and collection expenses incurred by us. If you are in breach or default of any non- monetary material obligation and we engage an attorney to enforce our rights (whether or not an arbitration claim or judicial proceedings are initiated), you must pay all reasonable attorneys' fees, arbitration costs, court costs and litigation expenses.

5. You must defend, indemnify and hold us and our related parties harmless from all fines, suits, proceedings, claims, demands, obligations or actions of any kind (including costs and reasonable attorneys' fees) arising from your ownership, operation or occupation of your Franchised Business, performance or breach of your obligations, breach of any representation or acts or omissions of you or your employees. You must also require the Medical Entity to hold us harmless and indemnify us from all fines, suits, proceedings, claims, demands, obligations or actions of any kind (including costs and reasonable attorneys' fees) arising out of the operation of its business.

6. The franchise fee includes our initial training program for up to two people including you or your Operating Principal (if you are an entity), and your Center Manager in our Houston, Texas location or another location of our choosing. However, you will be required to pay personal expenses, including transportation, lodging, meals and salaries for yourself and all of your employees. If additional members of your staff need training, or if we determine in our sole discretion that they need additional training, we reserve the right to charge you for such training. Additional Initial training will be charged at our then-current rate, which is currently $1,500 per person. All other training will be charged at our then-current rate for additional on-site training, which as of the date of this disclosure document is $400 per trainer, per day, plus personal and travel expenses of our trainers, including transportation, lodging, and meals. The total amount will be determined based on your need, your location and the level of assistance required.

7. In the event we must take over the Franchised Business and manage it, you must pay us a fee equal to the greater of (i) 10% of the Franchised Business' weekly Gross Revenues or (ii) $1,500 per week, for as long as we deem necessary. In addition, you are also required to pay our expenses and other fees, such as royalties.

8. We reserve the right to require you to become a member of an advertising cooperative. If a cooperative has been established applicable to your Franchised Business, you shall immediately become a member of such cooperative. Amounts payable to the cooperative are credited against monthly amounts you are otherwise required to spend in local advertising. See Item 11 for additional information.

[Remainder of page intentionally left blank]

Item 7.

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT-SINGLE UNIT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[1]	$49,500	Lump sum	At signing of Franchise Agreement	The Initial Franchise Fee is paid to us
Construction, Leasehold Improvements[2]	$15,000 - $507,000	As incurred	Before opening	Contractor/Third d-party providers or Our affiliates
Furniture, Fixtures and Equipment[3]	$300,000 - $425,000	As incurred	Before opening	Third-party providers or Our affiliates
Signage[4]	$20,000 - $47,000	As incurred	Before opening	Third-party Providers or Our affiliates
Computer Software and Point of Sales System[5]	$10,500 - $13,500	Lump Sum	Before opening	Third-party Providers or Our affiliates
Initial Inventory	$10,000 - $15,000	As incurred	Before opening	Third-party providers
Rent Deposits[6]	$5,000 - $16,000	As incurred	Before opening	Landlord
Utility Deposits[7]	$0 - $1,000	As incurred	Before opening	Utility providers
Insurance Deposits and Premiums[8]	$5,500 - $10,000	As incurred	Before opening	Insurance company
Pre-opening Travel Expense[9]	$2,000 - $8,000	As incurred	Before opening	Airline, hotel, restaurants
Pre-Grand Opening Advertising and Grand Opening Advertising	$20,000 - $30,000	As incurred	Before opening	Third party or our affiliates
Professional Fees[10]	$1,000 - $3,000	As incurred	Before opening	Attorneys, accountants
Business Permits, Fees, and Licenses[11]	$1,000 - $10,000	As incurred	Before opening	Licensing Authorities or our affiliates
Additional funds – 3 Months[12]	$35,000 - $65,000	As incurred	After opening	Various
TOTAL ESTIMATED INITIAL INVESTMENT[13]	$474,500 - $1,205,000			

Notes:

1. The initial franchise fee is discussed in Item 5. This fee is fully earned and is not refundable when paid by you. If the franchise applicant qualifies for the "American Hero Franchise Program," described in Item 5, then initial franchisee fee is $32,175.

2. This estimate is for the costs for the development of an iCRYO with approximately 2,000 to 3,500 square feet of space. The low end assumes that your landlord may perform certain improvements or provide you with a tenant improvement allowance which may offset, in whole, or in part, the construction and build-out costs for your Franchised Business. The high end assumes that you will not receive any financial contribution from your landlord for improvements. These numbers are not inclusive of other fees charged by licensed professionals (other than general contractors, architects and licensed tradesmen), to perform subsequent installation of electrical, plumbing, and HVAC (heating, ventilation, air conditioning) suitable to the requirements of this concept. As in the development of any location, there are many variables that may impact your overall costs including landlord contribution, the size of your location, rates for construction, personnel, freight, vendor pricing and taxes, overall costs and efficiencies in your market. Your cost for developing your location may be higher or lower than the estimates provided.

3. These figures represent the purchase of the necessary furniture, fixtures and equipment from suppliers to operate your Franchised Business including the iCRYO Equipment Package that must be purchased from our affiliate. In addition to the iCRYO Equipment Package, you will need to purchase a refrigerator, microwave oven, washer/dryer, security system, additional items for your employee breakroom and additional office and cleaning supplies. The costs listed here do not include any transportation or set up costs. Third-party financing may be available for qualified candidates for some of the equipment costs, however, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this chart.

4. This estimate is for the cost to produce wall signage to be mounted to the outside of the building as well as all interior signage such as logo graphics for the windows. Additionally, these figures include various other elements of brand identification within the location such as wall graphics.

5. This estimate is for the cost to purchase the required point of sales system, computer equipment and software.

6. This estimate represents the rent deposit necessary to secure a lease for a 2,000 to 3,500 square foot location. Pre-paid rent is generally non-refundable while security or other deposits may be refundable either in full or in part depending upon your lease or rental contract. The amount of rent will depend on local market conditions. This estimate assumes you will be leasing space and that you will not be purchasing real property and building your own building for your Franchised Business.

7. A credit check may be required by the issuing company prior to the initiation of

services, or a higher deposit required for first time customers. These costs will vary depending on the type of services required for the facility and the municipality from which they are being contracted.

8. This estimate is for the cost of deposit in order to obtain the minimum required insurance. You should check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may want to carry. The Medical Entity will also need to obtain insurance for its operation. The cost of that insurance is not included in this estimate.

9. This estimate is for the cost for two (2) people, including you or your Operating Principal (if you are an entity), and your Center Manager to attend our initial training program held in Houston, Texas. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses (food, transportation, etc.). This estimate does not include the cost of any salaries for your employees. The low end of the estimate assumes you are within driving distance of our training facility. The training only relates to the management of the iCRYO Center, but not the provision of Services.

10. These fees are representative of the costs for engagement of professionals such as attorneys and accountants for the initial review and advisories consistent with the start-up of a Franchised Business. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your Franchised Business.

11. You are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate the Franchised Business. The figures represented here reflect the range of expenditures for licenses and permits to open a Franchised Business in Houston, Texas. This estimate does include the licensure expenses of the Medical Entity, its owners, or its employees.

12. This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) months after commencing operations. This estimate includes such items as initial payroll and payroll taxes, additional advertising, marketing and/or promotional activities, repairs and maintenance, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, state tax and license fees, rent, and prepaid expenses (if applicable) and other miscellaneous items as offset by the revenue you take into the Franchised Business. These items are by no means all-inclusive of the extent of the expense categorization. The expenses you incur during the initial start-up period will depend on factors such as the time of the year that you open, both local economic and market conditions, as well as your business experience.

13. This total amount is our best estimate of the costs you may incur in establishing your Franchised Business. It is based upon the historical experience of our affiliate and

our franchisees. The actual investment you make in developing and opening your franchise may be greater or lesser than the estimates given depending on the location of your franchise, and current relevant market conditions. We do not directly or indirectly finance any portion of your initial investment.

If you sign a Multi-Unit Development Agreement on a deposit base, you must pay us a non-refundable fee equal to 50% of the initial franchise fee for each iCRYO Center to be developed pursuant to the Multi-Unit Development Agreement. That fee is off-set against the initial fee under the Franchise Agreements you will sign. There is no other initial investment required upon execution of the Multi-Unit Development Agreement. However, an initial investment will be required for each Franchised Business you open. The current estimate is described in this Item 7. If the development schedule under your Multi-Unit Development Agreement is for many years, your initial investment for development of Franchised Business later on in the term of the Multi-Unit Development Agreement may be higher, both due to inflation, but also due to System changes we may implement in the meantime.

Except as stated above, none of the fees are refundable.

Item 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

We, and our affiliate, have spent considerable time, effort and money to develop the iCRYO System. In order to ensure the iCRYO brand maintains its high-quality image, your Franchised Business must conform to our high and uniform standards of quality, safety, cleanliness, appearance and service and must be operated according to our System. We anticipate that our System standards will change over time. You are required to adhere to these changes. System standards and specifications may regulate required signs, letterhead, business cards and other promotional materials, computer hardware and software, insurance providers and coverage, types and models of authorized equipment and supplies to be used in operating the Franchised Business, and designation of approved suppliers and vendors of these items, including approved project management firms, architects, realtors, engineers, advertising agencies, contractors and technology vendors.

You must purchase all furniture, fixtures, decorations, equipment, items and products containing the Proprietary Marks and other specified items exclusively in accordance with our standards and specifications that will be disclosed to you in the Operations Manual or otherwise.

You must purchase these items from us or from suppliers that we designate. We reserve the right to designate our self, our subsidiaries or our affiliates as the only approved supplier for items that we require you to purchase. Currently, we require you to purchase the iCRYO Opening Package consisting of certain furniture, fixtures and equipment from our subsidiaries. (See Item 5).

Except as otherwise noted in this Item 8, neither we nor our subsidiaries nor affiliates or predecessor are approved suppliers of any item, but we reserve the right to designate ourselves or our subsidiaries or affiliates as such in the future. Except for those of the approved suppliers who are our affiliates there are no approved suppliers in which any of our officers or directors own an interest. You cannot be a supplier to other franchisees without our express written permission

You must use the vendors we mandate, including our affiliates and/or subsidiaries. Those items for which we have neither designated nor approved suppliers must be purchased in accordance with our standards and specifications as described in the Operations Manual or otherwise. We have the right to modify specifications, standards, suppliers and approval criteria by providing you written notice. There is no limit on our right to do so.

We estimate that the current required purchases in accordance with our standards and specifications and designated suppliers are approximately 90% of the cost to establish your Franchised Business and approximately 75% to 80% of the ongoing operating expenses of your Franchised Business.

The System is structured in such a way that you must contract with a Medical Entity for the provision of Services at your iCRYO Center. Our Chief Medical Officer, Dr. Corey Anderson is one of the owners of CHAMD PLLC, MEDICAL ENTITY. If one or more of the owners of CHAMD PLLC, Medical Entity is licensed to provide medical services in the state your iCRYO Center will be located in, you may negotiate an administrative services agreement with CHAMD PLLC, Medical Entity to provide Services at your iCRYO Center. Any Medical Entity you wish to contract with must be approved by us. The Medical Entity will also be requested to participate in our Medical Advisory Board. The purpose of the Medical Advisory Board is to provide us with feedback on existing Services, a way for MEDICAL ENTITY s to share best practices in provision of Services, as well as to be a forum for sharing ideas for new or improved services to be added to the Services offering.

Approval of New Suppliers or Items

If we designate one or more exclusive suppliers for a particular good or service, you may not request to utilize an alternative supplier. However, if an exclusive supplier has not been designated and you desire to purchase any item for which approval is required from a supplier that is not on our approved supplier list, you must request approval of the item or supplier in writing and we will evaluate the supplier and/or item for approval. Although we are not contractually bound to evaluate any supplier or item within a definite time period, we will make a good faith effort to evaluate the supplier or item and to notify you of approval or disapproval within 30 days from the date we receive your written request. The same time period applies to our review of your application for approval of your MEDICAL ENTITY.

If we designate one or more approved good or service, you may not buy another good or service for the Franchised Business without our prior approval. Just as with approved suppliers, you may request approval to buy the alternative good or service. We will evaluate the good or service for approval. We are not required by the Franchise Agreement to complete the review in any particular time period, but we will make a good faith effort to evaluate the good or service within 30 days from the date we receive your written request.

Before approving any supplier, or alternative good or service, we may take into consideration: a) consistency of products and/or name brands, b) economies of scale achieved by larger volumes, c) delivery frequency and reliability, and d) certain other benefits that a particular supplier or alternative good or service may offer, such as new product development capability. When approving a supplier, or alternative good or service, we take into consideration the System as a whole, which means that certain franchisees may pay higher prices than they could receive from another supplier that is not approved. We reserve the right to withhold approval of a supplier, or alternative good or service, for any reason. We do not release our standards and specifications or criteria for supplier, or alternative good or service approval to System

franchisees. We currently do not approve alternative goods or suppliers for nutraceutical products you are required to purchase.

You may not purchase any item from any supplier, or purchase any or alternative good or service, for which approval is required until you have first received written notification of our approval. Your request is considered denied unless and until you hear otherwise from us. You must reimburse us for our reasonable costs of evaluating and/or testing the proposed supplier or item, regardless of whether we approve the product or item. The fee will be $500 plus any expenses incurred by us for the testing of the products or items.

We may withdraw our approval of a supplier, or alternative good or service, at any time, in our sole discretion.

Revenues of Franchisor and Affiliates

We, and our subsidiaries or affiliates, may derive income or revenue from franchisee purchases. We and/or our subsidiaries or affiliates have the right to receive payments from any supplier, manufacturer, vendor or distributor to you or to other franchisees within our franchise system and to use these monies without restriction, and as we deem appropriate. During our 2021 fiscal year we earned $13,316.41 from approved suppliers for their sale of products or services to our franchisees.

During our 2021 fiscal year we earned $6,547,415.25 from required purchases or leases from our franchisees which was 58.9% of our total revenues of $11,116,154.92. None of our subsidiaries or affiliates derived any direct revenue from franchisees as a result of any required purchases or leases during 2022.

We had 4 Area Developers in 2022.

Approved Location

We must approve the location of your Franchised Business and any applicable lease for the premises. Our approval of the lease will be conditioned upon your execution, and your landlord's execution, of the Collateral Assignment of Lease and Consent of Lessor attached as Exhibit 4 to the Franchise Agreement under which you, as the lessee, conditionally assign to us your rights under the lease.

We will provide you with a layout for your iCRYO Center. You must use our affiliate, Team Construction Services, LLC for project management services for the build-out the Franchised Business (including the instance where you or your Landlord may be responsible for all leasehold improvements in accordance with the construction plans we have provided and approved).

You must obtain certain items for the opening of your Franchised Business through vendors that we have approved. Only marketing materials that we approve are permitted at your Franchised Business. No outside solicitations are permitted. You must display a sign at all times that states "Independently owned and operated." You must accept all major credit cards for customer purchases. This requirement may require that you invest in additional equipment and that you incur fees from the credit card processing vendors that we designate.

Computer Purchase

You must purchase our specified computer system or an alternative system we approve and must purchase software and/or subscribe to any internet-based programs we require. We reserve the right to designate our self or our subsidiary or affiliate as the sole supplier of required software or subscription services. We also reserve the right to designate other exclusive technology vendors. You must have a maintenance contract for your computer system with a supplier approved by us.

Advertising

All advertising and promotion of your Franchised Business (including for Services provided by the MEDICAL ENTITY) must conform to our specifications and standards and must be approved by us in advance. You must submit to us, for our approval, at least thirty (30) days in advance of placement deadline, copies of all advertising and promotional materials, including but not limited to, business cards, signs, displays and mail outs. In addition, all advertising and promotion of your Franchised Business (including for Services provided by the Medical Entity) shall comply with all applicable laws, including without limitation regulations administered by the Federal Trade Commission and Food and Drug Administration. You are prohibited from making false, misleading, or unsubstantiated general health claims or specific health claims regarding the ability of Services to treat, prevent, or reduce the risk of any disease or condition.

Insurance Requirements

You must obtain and keep in force at a minimum the insurance we require in the Confidential Operations Manual or otherwise. You currently must maintain the following insurance coverage: (a) General Liability Insurance in the amount of $2,000,000; (b) Professional Liability in the amount of $2,000,000; (c) Errors and Omissions Insurance in the amount of $1,000,000; (d) Property Insurance in an amount sufficient to replace the furniture, fixtures and equipment of the Franchised Business and personal property upon loss or damage; (e) Business Interruption Insurance in the amount of $100,000; (f) Theft Insurance in the amount of $25,000; (g) Building Insurance in an amount sufficient to replace the Franchise Premises, if necessary; (h) Umbrella Liability Insurance in the amount of $1,000,000; (i) Products Aggregate Limit: $2,000,000, Personal; (j) Advertising Injury Limit: $1,000,000; (k) Bodily Injury by Accident- $100,000.00 each accident; Bodily Injury by disease- $500,000.00 Policy Limit; Bodily Injury by disease- $100,000.00 each employee; (l) Workers' Compensation or other employer's liability insurance as well as any other insurance that may be required by statute or rule in the state in which your Franchised Business is located; (m) Cybersecurity Insurance in the amount of $1,000,000; and (n) any other insurance that we may require in the future or that may be required according to the terms of your lease. Defense costs cannot erode policy limits.

If the lease for your Franchised Business premises requires you to purchase insurance with higher limits than those we require, the lease insurance requirements will take precedence.

All insurance policies must contain a separate endorsement naming us and our subsidiaries and affiliates as additional insureds using ISO form CG2029 or an equivalent endorsement (no blanket additional insured language is acceptable) and must be written by an insurance carrier accepted by us in writing with an A. M. Best and Standard and Poor's rating of at least "A-" or better. You must provide us with all information requested by us to assist us in determining whether a carrier is acceptable. We may require that you obtain insurance from a carrier we designate. No insurance policy may be subject to cancellation, termination, non-renewal or material modification, except upon at least 30 days' prior written notice from the insurance carrier to us. You must provide us with a currently issued certificate of insurance evidencing

coverage in conformity with our requirements within 30 days of each renewal period for your insurance coverage. We may increase or otherwise modify the minimum insurance requirements upon 30 days' prior written notice to you, and you must comply with any modification. We may obtain insurance coverage for your business if you fail to do so, or if you fail to provide us with evidence of coverage, at your cost. The insurance minimum requirements are not a guarantee or promise that claims against you for operating the Franchised Business will not exceed the minimums.

In addition to the above insurance coverage, the Medical Entity must also maintain insurance for the operation of its business.

Purchasing or Distribution Cooperatives

We may negotiate purchase arrangements with some of our suppliers (including price terms and product allocations) for the benefit of System franchisees, but we are under no obligation to do so. There are currently no purchasing or distribution cooperatives related to the iCRYO System.

Material Benefits

We do not provide material benefits to franchisees, such as renewal rights or ability to purchase additional franchises, based on your use of approved or designated sources.

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	Item in Disclosure Document
a. Site selection and acquisition/lease	3; 5.1	Items 6 and 11
b. Pre-opening purchases/leases	3.3	Items 7 and 8
c. Site development and other pre- opening requirements	5	Items 6, 7 and 11
Initial and ongoing training	5.3	Items 6, 7 and
e. Opening	6.1	Item 11
f. Fees	4	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	5.5; 6.2; 6.9	Items 8 and 11
h. Trademarks and proprietary information	Background Section B; 6.7	Items 13 and 14

Obligation	Section in Franchise Agreement	Item in Disclosure Document
i. Restrictions on products/services	6.9	Items 8 and 16
j. Warranty and customer service	6.12	Item 11
k. Territorial development and sales	Not Applicable	Item 12
l. Ongoing product/service purchases	6.2; 6.9	Item 8
m. Maintenance, appearance and remodeling requirements	6.36	Items 6 and 11
n. Insurance	7.6	Items 6, 7 and 8
o. Advertising	4.3	Items 6, 7 and 11
p. Indemnification	7.2	Item 6
q. Owner's participation/management/staffing	6.3.5	Items 11 and 15
r. Records and reports	4.3.1; 4.7; 4.8	Item 6
s. Inspections/audits	4.8; 6.7	Items 6 and 11
t. Transfer	8	Item 17
u. Renewal	2.2	Item 17
v. Post-termination obligations	10	Item 17
w. Non-competition covenants	7.4	Item 17
x. Dispute resolution	12.2; 12.3; 12.4; 12.11; 12.12; 12.13	Item 17
y. Liquidated damages	Not applicable	Not applicable
z. Guaranty	Exhibit 3	Item 1
aa. Business Services Agreement		Item 1

Item 10.
FINANCING

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

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

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

Pre-Opening Obligations

Before you open your Franchised Business, we are obligated under the Franchise Agreement to:

1. Review and approve or disapprove proposed sites for the location of your Franchised Business and review and approve or disapprove the proposed lease or purchase agreement for the premises. While, we must approve the site, it is your responsibility to negotiate the lease and you alone are responsible for all of your obligations under the lease. (Sections 3.1 and 3.2 of the Franchise Agreement). When evaluating a potential site, we will consider factors such as general location and neighborhood, distance from neighboring franchisees, proximity to major roads, residential areas and commercial businesses, traffic patterns, lease terms, and demographic characteristics of the area. We will also consider whether local ordinances or landlord rules and regulations restrict provision of medical services. Such restrictions will not necessarily cause us to not approve a proposed site, but you may not be able to provide all Services through your Franchised Business, if such restrictions apply to your site. It is your responsibility to locate a site that satisfies our site selection criteria. Site selection assistance provided by us does not relieve you of primary responsibility to locate an acceptable site in the required timeframe. We do not anticipate owning any real estate and leasing any locations to franchisees.

   You have 120 days from when the Franchise Agreement is executed to find a suitable site, submit the request for approval of the site, provide us with all information we request regarding the site, and the agreement, receive our written agreement, and enter into a lease or sublease for the site. We may opt to extend the time period for an additional 90 days if you are diligently complying with your obligations. (Section 3.2 of the Franchise Agreement). If you do not complete this process in that time, we may terminate the Franchise Agreement. .At your request we can put you in touch with a national real estate brokerage company that can help you find potential sites for your Franchised Business.

2. Provide you a copy of a floor plan design for a prototypical Franchised Business. (Section 5.2 of the Franchise Agreement). We do not guarantee that the recommended design conforms to applicable laws and regulations.

3. You must use our affiliate, Team Construction Services, LLC for project management services for the build-out the Franchised Business (including the instance where you or your Landlord may be responsible for all leasehold improvements in accordance with the construction plans we have provided and approved) (Section 5.2 of the Franchise Agreement).

4. Provide initial tuition-free training for up to two (2) people, including you or your Operating Principal (if you are an entity) and your Center Manager to attend our initial training program held in the greater Houston, Texas area. (Section 5.3.1 of the Franchise Agreement). We will also provide you continuing consultation and advice as we deem advisable before your Franchised Business opens for business. (Section 5.3.2 of the Franchise Agreement). Though we provide this training, it is up to you to hire your employees.

5. Provide you with information regarding the selection of suppliers of products, initial inventory, supplies, signs, fixtures, equipment, computer hardware and software and other merchandising needs of your Franchised Business (Section 6.2 of the Franchise Agreement). We will assist you by making available to you, a list of required, approved and recommended suppliers for these items and you will contract directly with said suppliers, except for the Opening Equipment Package which must be purchased from our subsidiaries.

6. Loan you or otherwise provide you with access to a specifications, operations and procedures manual, and one copy of other books, binders, videos or other electronic media, intranet postings and other materials, referred to collectively as the "Operations Manual," containing mandatory and suggested standards, operating procedures and rules which we prescribe, as well as information relating to your other obligations under the Franchise Agreement. We have the right to add to and otherwise modify the Operations Manual as we deem necessary and reasonable; however, no change to the Operations Manual will materially alter your fundamental rights under the Franchise Agreement. We may provide the Operations Manual solely through our website(s), and/or intranets, or other electronic means without any need to provide you with a paper copy or other physical format (Section 5.5 of the Franchise Agreement). Attached, as Exhibit G, is a copy of the table of contents of our Operations Manual as of the issuance date of this Disclosure Document. There are 136 pages in our Operations Manual.

7. Provide assistance and support with the development of a Marketing Plan. (Section 5.7 of the Franchise Agreement).

   If you are a Multi-Unit Development, in addition to assigning you a Development Area, we will do the following:

   a. We will review site survey information on sites you select for conformity to our standards and criteria for potential sites and, if the site meets our criteria, approve the site for a Franchised Business (Multi- Unit Development Agreement – Section 5.1.3).

   b. We will provide you with standard scope of work and layouts for building and furnishing the Franchised Business (Multi-Unit Development Agreement – Section 5.1.4).

   c. We will review your site plan and final build-out plans and specifications for conformity to our standards and specifications (Multi-Unit Development Agreement– Section 5.1.5).

   d. We may conduct on-site evaluations, as we deem advisable, as part of our evaluation of the site for a Franchised Business (Multi-Unit Development Agreement – Section 5.1.2).

   e. We will provide other resources and assistance as may be developed and offered to our Multi-Unit Developments (Multi-Unit Development Agreement – Section 5.1.2).

Site Selection and Opening

You must acquire an acceptable site within 120 days and open your iCRYO Center within one year from the effective date of the Franchise Agreement. If you fail to open your iCRYO Center within one year, we may grant you a 90-day extension so long as you are actively pursuing an acceptable location for your iCRYO Center. If you are not actively pursuing a location for your iCRYO Center we may terminate the Franchise Agreement.

We anticipate that franchisees will typically open for business within 12 months after they sign the Franchise Agreement or pay any consideration for the franchise. The actual length of time it will take you to open your iCRYO Center will depend upon certain critical factors such as: (i) your ability to obtain a mutually acceptable site and the lease for the site; (ii) your ability to obtain acceptable financing; (iii) your ability to timely obtain required permits and licenses; (iv) the

scheduling of the training program; (v) the timely completion of leasehold improvements; (vi) your ability to find and contract with a Medical Entity acceptable to us; and (vii) the amount of time necessary to train personnel and to obtain necessary inventory, equipment and supplies.

Prior to opening, you must obtain our prior written approval for the Approved Location and our prior written approval for a lease (which complies with our lease requirements). There is no contractual limit on the time it takes us to accept or reject your proposed location. Generally, we do not take more than 15 days from the time we receive the information requested by us, to accept or reject your proposed location.

Prior to opening, if you plan to perform medical services, you must also enter into an administrative services agreement with a Medical Entity. Both the Medical Entity, and the administrative services agreement you enter into with the Medical Entity must be approved by us in writing before you can open your Franchised Business. There is no contractual limit on the time it takes us to accept or reject your proposed Medical Entity and administrative services agreement. Generally, we do not take more than 30 days from the time we receive the information requested by us, to accept or reject your proposed Medical Entity and administrative services agreement.

You may not open for business until: (i) you pay the initial franchise fee and other amounts due to us or our subsidiaries, affiliate, parent or predecessor; (ii) we notify you in writing that your Franchised Business meets our standards and specifications; (iii) you (or your Operating Principal) and your Center Manager have successfully completed initial training to our satisfaction and have obtained the required certifications; and (iv) you have provided us with certificates of insurance for all required insurance policies; (v) you have received our written approval.

Continuing Obligations

During the operation of your Franchised Business, we are obligated under the Franchise Agreement to:

1. Provide periodic assistance we deem appropriate and advisable. Subject to availability of personnel and at your request, we will make personnel available to provide additional on- site assistance at your location, at our then current fee. (Section 5.3.2 of the Franchise Agreement).

2. Provide, in addition to the assistance rendered to you prior to opening and in connection with your opening, continuing consultation and advice as we deem advisable regarding merchandising, inventory, sales techniques, personnel development and other business, operational and advertising matters that directly relate to the Franchised Business. This assistance may be provided by telephone, facsimile, email, postings to our intranet, periodically through on-site assistance by appropriate personnel, and/or other methods. (Section 5.4 of the Franchise Agreement).

3. Approve the type of products and services offered in your Franchised Business, as we may periodically modify. (Section 6.9 of the Franchise Agreement).

4. Permit you to use our confidential information. (Section 6.5 of the Franchise Agreement).

5. Permit you to use our Proprietary Marks. (Section 6.6 of the Franchise Agreement).

6. Administer, contributions to the National Ad fund. (Section 4.3.3 of the Franchise Agreement).

7. Designate the minimum and/or maximum prices you may charge as permitted by applicable law. (Franchise Agreement, Section 6.3.10.)

Advertising Programs

We have established a National Ad fund to be administered for the common benefit of System franchisees (the **"Fund"**). Under the Franchise Agreement, we have the right to require you to contribute up to 2% of your weekly Gross Revenues to the Fund (currently 1% of weekly Gross Revenues). (Section 4.3.3.1 of the Franchise Agreement).

Neither we, nor our affiliate-owned iCRYO Centers, are contractually required to contribute to the Fund, although they may contribute, in our discretion. We have the sole right to determine contributions and expenditures from the Fund, or any other advertising program, and sole authority to determine the selection of the advertising materials and programs. We are not required, under the Franchise Agreement, to spend any amount of Fund contributions in your Territory and not all System franchisees will benefit directly or on a pro rata basis from these expenditures. (Section 4.3.3.3 of the Franchise Agreement).

We have the right to use National Ad Fund contributions, at our discretion, to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System (including the Services), including the costs of preparing and conducting radio, television, electronic and print advertising campaigns in any local, regional or national medium; utilizing all networking media social sites, such as Facebook, Twitter, LinkedIn, and on-line blogs and forums; developing, maintaining, and updating a World Wide Web or Internet site for the System; direct mail advertising; deploying social networking promotional initiatives through online media channels; marketing surveys; employing advertising and/or public relations agencies to provide assistance; purchasing promotional items; conducting and administering in-store promotions and "mystery shopper" program(s) which may include call recording; implementation and use of Customer Relationship Management software and solutions; and providing promotional and other marketing materials and services to the iCRYO Centers operating under the System. Our decisions in all aspects related to the Fund will be final and binding. We may charge the Fund for the costs and overhead, if any, we incur in activities reasonably related to the creation and implementation of the Fund and the advertising and marketing programs for franchisees. These costs and overhead include: (i) the cost of preparing advertising campaigns and other public relations activities, (ii) the cost of employing advertising agencies, including fees to have print or broadcast advertising placed by an agency and all other advertising agency fees, and (iii) the proportionate compensation of our employees who devote time and render services in the conduct, formulation, development and production of advertising, marketing and promotion programs or who administer the Fund. (Section 4.3.3.2 of the Franchise Agreement).

We do not anticipate that any part of your contributions to the Fund will be used for advertising that is principally a solicitation for the sale of additional franchises, but we reserve the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information. (Section 4.3.3.2 of the Franchise Agreement). We also reserve the right to require you to place a "franchises available" sign (which signage will be provided by us) at a location we designate at your Franchised Business.

We may also establish special promotional programs. You are required to participate in special promotional programs and you must pay your share of the cost of developing and implementing the program, including common development, design and advertising costs. You must participate in all rebate programs and must offer all discounts required by us. (Section 4.3.3.4 of the Franchise Agreement). Advertising to be used by the Fund or by you locally may be produced in-house or through an outside agency. (Section 4.3.3.2 of the Franchise Agreement).

Although we anticipate that all Fund contributions will be spent in the fiscal year in which they accrue, any remaining amounts will be carried over for use during the next fiscal year. We do not owe you any fiduciary obligation for administering the Fund. The Fund may spend more or less than the total Fund annual contributions in a given fiscal year and may borrow funds to cover deficits. If we terminate the Fund, we may choose to spend the funds in accordance with our then-current marketing policies or distribute funds to franchisees on a pro-rata basis. There is no requirement that the Fund be audited. Upon your written request, we will provide you with un-audited fiscal year-end financial statements and accountings of Fund expenditures. (Section 4.3.3.2 of the Franchise Agreement). We may incorporate the Fund or operate it through a separate entity if we deem appropriate.

During our 2022 fiscal year, the Fund collected and spent $159,270. Of that amount, 50% was spent on social media and media placement and 50% was spent on production. No amount was spent on administrative expenses.

There is currently no advertising council in place for the System. Other than the contributions that our iCRYO Centers may make to the Fund, we are not required to do any advertising and promotion.

Local Advertising

You will participate in such local, regional, or national advertising, promotional, sweepstakes/giveaway, and community outreach programs that we may specify from time to time, at your own expense. You must use your best efforts to promote the use of the Marks in your Designated Area.

In addition to your required National Brand Fund Contributions, you must spend greater of the two, either $4,000 or 4% of Gross Revenue per month, on local and digital advertising of the iCRYO Brand and the services you offer. You may use your digital material so long as you have received prior written permission from us and follow iCRYO's Brand Guidelines. Your local advertising and promotion must follow our guidelines. In addition, your local advertising and promotion must comply with all applicable laws, including without limitation regulations administered by the Federal Trade Commission and Food and Drug Administration. You are prohibited from making false, misleading, or unsubstantiated general health claims or specific health claims regarding the ability of Services to treat, prevent, or reduce the risk of any disease or condition.

You must use only digital marketing agencies and technology that we approve. You may not create or use an unapproved website, landing page, or CRM (including, without limitation, social media websites or applications) for any of your digital advertising campaigns. You must provide any proposed advertising to us at least 30 days before the placement deadline. We are not obligated to approve or reject any advertising submitted to us within 30 days, but we will attempt to do so. You may not use the advertising unless we give you an approval in writing. At our request, you must include specific language in your local advertising materials, including

"Franchises Available" and/or "Each Franchise Location Independently Owned and Operated," our Website address, and telephone number. (Section 4.3.2 of the Franchise Agreement). You may not establish a website using or displaying any of the Proprietary Marks. You may not advertise your Franchised Business or the sale of products or services offered by your Franchised Business on the Internet or through social media accounts operated by you or others, except as we permit. We may host and give you access to a separate web page for your Franchised Business on our Website (s). However, your webpage may be removed. All mention of your Franchised Business location may be removed from our website and/or social media accounts anytime you are found to not comply with the System or anything required under the Franchise Agreement. Access will be reinstated only once violations are cured, in our sole discretion. Any electronic materials you propose to use must be approved in advance by us before publication to any site. (Section 4.3.5 of the Franchise Agreement). You may not advertise your Franchised Business or the sale of products or services offered by your Franchised Business outside of your Territory without our prior written consent.

Approval of Advertising

You must ensure that all of your advertising, marketing, promotional, customer relationship management, public relations, and other Brand related programs and materials that you or your agents or representatives develop or implement relating to the Center are completely clear, factual, and not misleading, complies with all applicable laws, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify in the Standards or otherwise. All advertising and promotional plans, materials, and marketing assets must comply with the Standards, or you must obtain our approval before their use. You will submit all unapproved plans, materials, and assets to us. If you do not receive written consent from us, we will be deemed to have disapproved the items. You will not use any plans, materials, or marketing assets that we have not developed or approved. You will promptly discontinue the use of any advertising or promotional strategies, materials, or marketing assets, whether or not previously agreed upon, upon notice from us. We will decide on all creative development of advertising and promotional messages.

Digital Marketing

We may, in our sole discretion, establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or ad word purchasing programs, mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, "Digital Marketing") that are intended to promote the Marks, your Center, and the entire network of iCRYO Centers.

iCRYO has established an internal digital marketing agency, Zenith Marketing Agency, that can provide you with pre-opening and post-opening digital advertising support at a competitive rate. We use proprietary strategies, technology, and artificial intelligence. If you plan to do your digital marketing or use a vendor, written documentation is required for approval.

Currently, we and our affiliates maintain an Internet website at the uniform resource locator www.icryo.com that provides information about the iCRYO network and iCRYO Centers (the "Website"). The Website currently includes a series of interior pages that identify Centers by address and telephone number. We may (but are not required to) have an internal page containing additional information about your Center on the Website. You must give us any information and materials that we request from time to time to develop, update and modify such webpage. Still,

we shall have final approval rights over any content. We may discontinue or alter the Website at our sole discretion.

At our option, we or more of our designees may establish and maintain one or more mobile applications for members and/or prospective members to use ("Mobile Apps"). We may require you to promote the use of the Mobile Apps in your Center. We may add, discontinue, or modify any Mobile Apps from time to time at our sole discretion.

Unless we consent otherwise in writing, you, your employees, and any third-party representatives or digital marketing agencies may not, directly or indirectly, conduct or be involved in any Digital Marketing that uses the Marks or that relates to the Center or the network. Without our advance written consent, you may not establish or maintain any social media accounts utilizing any usernames or otherwise associating with the Marks.

Suppose we permit you or your employees or representatives to conduct Digital Marketing. In that case, we may designate regional or territory-specific usernames/handles that you must maintain from time to time. You will be required to adhere to any social media policies that we establish from time to time and will need all of your employees to do so. You will be required to ensure that none of your owners, managers, or employees use our Marks on the Internet or any electronic communications network, except in strict compliance with these social media policies. Use of social media, including any pictures posted through one or more social media sites, must comply with the Manual and standards.

Grand Opening Advertising

You must spend $20,000 to $25,000 in advertising and promotions during the period 60 days before you open for business through 60 days after you open for business. You must keep detailed records of all expenditures and provide them to us within 15 days if requested. (Section 4.3.1 of the Franchise Agreement). We reserve the right to pre-approve all aspects of your Grand Opening advertising plans and expenditures.

Advertising Cooperatives

If we establish an advertising cooperative within a geographically defined local or regional marketing area in which your Franchised Business is located, you must participate and abide by any rules and procedures the cooperative adopts and we approve. You will contribute to your respective cooperative an amount determined by the cooperative, but not to exceed 2% of your monthly Gross Revenues. Amounts contributed to a cooperative will be credited against monies you are otherwise required to spend monthly on local advertising but all Fund contributions must still be made. We have the right to draft your bank account for the advertising cooperative contribution and to pass those funds on to your respective cooperative. Our affiliate owned businesses will have no obligation to participate in any such advertising cooperatives. (Section 4.3.5 of the Franchise Agreement).

The cooperative members are responsible for the administration of their respective advertising cooperative, as stated in the by-laws that we approve. The by-laws and governing agreements will be made available for review by the cooperative's franchisee members. We may require a cooperative to prepare annual or periodic financial statements for our review. Each cooperative will maintain its own funds; however, we have the right to review the cooperative's finances, if we so choose. Your Franchised Business may not benefit directly or proportionately to its contribution to the Cooperative.

We reserve the right to approve all of a cooperative's marketing programs and advertising materials. On 30 days written notice to affected franchisees, we may terminate or suspend a cooperative's program or operations. We may form, change, dissolve or merge any advertising cooperative.

Computers and Point of Sale Systems

We have the contractual right to develop a point of sale, customer relationship management, and electronic medical records, electronic health records (POS, CRM, EMR, EHR) systems and a backroom computer system for use in connection with the System. You must acquire computer hardware equipment, software, telecommunications infrastructure products and credit card processing equipment and support services we require in connection with the operation of your Franchised Business and all additions, substitutions and upgrades we specify. Your computer system must be able to send and receive email and attachments on the Internet and provide access to the World Wide Web and otherwise support our then-current information technology system. (Section 6.9.5 of the Franchise Agreement). You must ensure that the installation and operation of the POS, CRM, EMR, EHR system, and the rest of your technology complies with all applicable law, including without limitation privacy laws (e.g. HIPAA) related to customer protected health information (as defined under HIPAA) or other customer data.

We may provide you with an iCRYO e-mail address. We own all iCRYO e-mail addresses that you are permitted to use and have full access to all communications sent and received using those addresses. When conducting business with customers, vendors or suppliers of your Franchised Business via e-mail, you must use any iCRYO e-mail address(es) provided by us.

We will have the right to independently access information and data collected by the POS, CRM, EM, EHR system or otherwise related to the operation of your Franchised Business. You must allow us to access the information remotely and we shall have the right to disclose the information and data contained therein to the System. There is no contractual limitation on our right to access this information and data. (Sections 4.5 and 6.9.5 of the Franchise Agreement).

Currently, we are requiring you to purchase a Windows based computer system which meets the minimum specifications outlined in our Operations Manual. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System. We also require you to have a printer, scanner, fax machine and copier. You must accept all major credit cards for customer purchases. This requirement may require that you invest in additional equipment.

You will be required to purchase a subscription to and/or license software. You must buy and use our then current POS, CRM, and EMR software. You must pay us a $1000 initial set-up charge and a monthly maintenance charge every month thereafter (currently about $995). Currently, the POS, CRM, EMR, EHR system is Zenoti, a HIPAA compliant POS, CRM,EMR,EHR system.

We estimate that your cost to purchase a designated computer system will range from $3,000 - $6,000.

You must upgrade or update your computer equipment and software to comply with our current requirements within thirty days of a change in our requirements. There is no contractual limitation on the frequency or cost of required updates or upgrades. In addition to any charges

imposed by computer hardware and software vendors, we may charge you a reasonable systems fee for modifications and enhancements we or our vendors or representatives make to proprietary software and for other maintenance and support services that we may furnish to you. We reserve the right to adopt new technology at any time, which may result in additional fees to you that are not currently known.

Training Program

Training Schedule

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Orientation to iCRYO and Objectives	4	0	Houston, Texas
Service Knowledge	22-28	2	Houston, Texas
New Site Selection Process	1	0	Houston, Texas
Site Development Process	8	0	Houston, Texas
Operations	4-14	24	Houston, Texas
Systems Support and Computer Systems	9	6	Houston, Texas
Sales	15	4	Houston, Texas
Marketing and Advertising	26	0	Houston, Texas
Management	3-10	2	Houston, Texas
Medical Entity Training	12	8	Houston, Texas
Vendor Introduction	2	0	Houston, Texas
Testing & Send-off	4-40	0	Houston, Texas
Total Hours	110-169	46	

Additional training may be provided if you choose to offer any add-on services we are then-offering. The initial training program is designed to provide training in the operation and management of an iCRYO Center. The initial training program will be held in the greater Houston, Texas area, or other place as we designate. Training for up to two people is included in the initial franchise fee. You (or your Operating Principal if you are an entity), and your Center Manager are

required to attend. Each of your additional and/or replacement managers must attend, and complete the initial training program to our satisfaction before assuming management responsibility at our then- current cost for additional initial training (currently $1,500 per person). Training must be completed thirty days prior to the opening of your iCRYO Center.

If additional training is otherwise required you must pay us our then-current tuition for additional on-site training (currently $400 per trainer, per day). You will be responsible to pay for the travel, lodging and meal costs of our trainers.

You are responsible for all training-related expenses including transportation to and from the training site, lodging and dining expenses. In addition, if your employees will receive a salary during training, you are solely responsible for paying their salary.

Our Chief Operating Officer, Scott Briner, oversees our training program. Scott has been our COO since October 2022 and has been responsible for our training since then. He has been with iCRYO since 2019 and has been working with health care companies since 2007. Other team members involved in training will have at least 1 year of experience working with us.

There currently are no fixed (such as monthly or bi-monthly) training schedules. We will hold our training program on an “as needed” basis, depending on the number of franchisees and their managers needing training.

We reserve the right to hold periodic refresher training programs, which we expect to hold at least annually, and we may designate that attendance at refresher training is mandatory for you and/or any of your personnel. We reserve the right to require you to pay our then-current cost for the training (currently $400 per trainer, per day) in addition to all expenses your trainees incur while attending refresher training, including travel, lodging, meals and wages.

We reserve the right to hold a meeting or convention of our franchisees, which will not be held more frequently than annually. We may designate that attendance at a franchisee meeting by you and/or certain of your personnel is mandatory. We do not expect that a franchisee meeting will last longer than four days in any calendar year. We may conduct franchisee meetings to discuss new procedures or protocols, marketing strategies, new products or services, and/or to provide training. We may designate the location of the meeting (including a block of hotel rooms set aside for our franchisees). We will not designate an unreasonably expensive location. We reserve the right to charge a fee for the franchisee meeting, and you must pay all expenses incurred by you, your manager and/or any other attendees at the franchisee meeting, including travel, lodging, meals, applicable wages and meeting materials.

Our training and assistance provided to you relates solely to the portion of the Franchised Business that does not involve the practice of medicine, or otherwise is covered by healthcare laws. For example, we do not provide training related to the Services or that would otherwise constitute the practice of medicine or performance of healthcare related services that require performance, administration, or management by a healthcare provider. Our training expressly excludes standards, procedures and requirements related to delivery of healthcare services, such as the Services, and the diagnosis, treatment, or care of any guests arising out of or related to the Services.

However, the physician owners of the Medical Entities will be asked to enter into a consulting agreement with iMED Consulting Group, LLC in order to serve on a Medical Advisory Board. The purpose of the Medical Advisory Board is to provide us with feedback on existing

Services, to provide a way for Medical Entities to share best practices in provision of Services, and to be a forum for sharing ideas for new or improved services to be added to the Services offering. The Medical Advisory Board will establish trainings for the Services and best practices in delivering Services that can be implemented for use by clinical staff of each Medical Entity, provided however that the Medical Entity you contract with will have ultimate control over medical decision-making for all Medical Entity Services provided by the MEDICAL ENTITY. For the avoidance of doubt, training materials on the Services and best practices in delivering the Services will be prepared exclusively by participating physicians that comprise the Medical Advisory Board.

Item 12.
TERRITORY

The Franchise Agreement grants you the right to operate one iCRYO Center at the specific location identified in the Franchise Agreement or subsequently identified and mutually acceptable to both you and us.

You will select a location for the Franchised Business, which we accept, from within your designated "Site Selection Area," identified in Exhibit 2 of the Franchise Agreement. When the Approved Location is identified, we will mutually agree on a "Territory," that will be described by zip codes or geographical boundaries (such as streets, towns or counties) identified on Exhibit 2 of the Franchise Agreement. Typically, your Territory will be a three-mile radius around your Franchised Business. Typically, your Territory is described in terms of a specific geographic radius surrounding your approved location. Territories vary in size depending on population density and other demographic factors, including: the population base; growth trends of population; apparent degree of affluence of population; the density of residential and business entities; location of competing businesses and major and restricting topographical features which clearly define contiguous areas, such as rivers, mountains, major freeways and underdeveloped land areas. Such factors may necessitate the Territory being greater than or less than the radii mentioned above.

As long as you are in compliance with the Franchise Agreement we will not own, operate, franchise or license any other iCRYO Centers within the Territory during the Term of the Franchise Agreement. The continuation of your right to operate in the Territory is not dependent upon achieving a certain sales volume, market penetration or other contingency. But there are certain limitations to your rights in the Territory and your rights are not exclusive. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we control, or from other channels of distribution or competitive brands that we control. For example, both you and other franchisees may obtain business as a System franchisee from anywhere. This means that you may solicit and accept customers from outside of your Territory, but it also means that other franchisees may solicit and accept customers from inside your Territory. Further, certain types of locations, such as airports, hospitals, colleges, and military bases are not included in your Territory, even if they are located within the designated geographic area. Also, although no other iCRYO Center will be physically located within your Territory, your Territory may overlap with those of other franchisees or affiliate-owned locations. We may also sell iCRYO products and services through alternative channels of distribution (such as sales through mail order, catalog, telemarketing, direct mail marketing, or via the internet, and any similar outlets or distribution methods).

We and/or our affiliate and predecessor reserve all rights not expressly granted to you. With respect to your Territory, those reserved rights include but are not limited to: (i) in connection

with a merger or acquisition, the right to own, operate, franchise or license businesses operating under names other than those identified by the Proprietary Marks, regardless of whether or not these other concepts offer products and services similar to or competitive with those offered by your Franchised Business and regardless of location, and the right to convert those locations to iCRYO businesses; (ii) the right to be acquired by (or merge or become affiliated with) any other business operating under names other than the Proprietary Marks, including a competing business, with locations anywhere, which may result in the required conversion of franchised businesses; (iii) the right to distribute products and services in alternative channels of distribution whether now existing or developed in the future, identified by the Proprietary Marks or other marks we and/or our affiliate or predecessor own or license, through any distribution method we or our affiliate may establish, and may franchise or license others to do so, both within and outside the Territory, regardless of whether the offering of products or services in the other channels of distribution compete with your Franchised Business (which alternative channels of distribution include but are not limited to: sales of services and products at or through mail order, catalog, tele-marketing, direct mail marketing, or via the internet, and any similar outlets or distribution methods); and (iv) the right to establish and operate, and allow others to establish and operate, businesses operating under different trade names, trademarks or service marks that may offer products and services which are identical or similar to products and services offered by your iCRYO business, inside or outside the Territory.

You have no right to distribute any services or products offered in the Franchised Business through any alternate channels of distribution, including but not limited to, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery System (collectively, the “Electronic Media”); or through telemarketing, catalogs or other mail order devices.

We and our affiliate, parent and predecessor are under no obligation to pay you any compensation for selling similar products or services through other channels of distribution under the same and/or different proprietary marks within the Territory.

We and/or our affiliate, parent and predecessor retain the right to use and to license others to use the System for the operation and licensing of other System franchisees at any locations outside of the Territory.

Unless we expressly approve you in writing, you may not currently take part in any sales from a location other than the premises of your Franchised Business. However, we are currently considering developing temporary/pop-up style iCRYO units to provide some of the Services that are today only provided in iCRYO Centers. These temporary structures would include pop-ups at large sporting events and a seasonal concierge-style service provider at a public entertainment arena. You are strictly prohibited from selling any product at wholesale.

If the lease term is shorter than the term of the Franchise Agreement and the lease cannot be renewed or extended, or you cannot continue for any other reason to occupy the premises of the Franchised Business, you must relocate your Franchised Business to a site mutually acceptable to you and us in order to complete the balance of the term of the Franchise Agreement. You must give us notice of your intent to relocate, must pay the relocation fee, must procure a site acceptable to us within 60 days after closing the prior location, and must open the new iCRYO Center location for business within 180 days of closing the previous one. We may or may not agree to such relocation based upon various criteria including, but not limited to: area demographics, estimated market demand and proximity to other System franchisees. If you fail to comply with the relocation requirements, we may terminate the Franchise Agreement.

We do not offer franchisees any option, right of first refusal or any similar right to acquire additional franchises within the Territory or contiguous territories. If you wish to open an additional Franchised Business you will have to apply with us and will be subject to the same criteria and review process as new franchisees. In addition, we will not grant you an additional franchise if you owe any amounts to us to our affiliates.

As of the effective date of this disclosure document, we have not established or franchised, and have no plans to establish or franchise, other businesses selling or leasing similar products or services under different trademarks within the United States, but we reserve the right to do so in the future.

Multi-Unit Development Agreement

If you enter into a Multi-Unit Development Agreement, we will define a Site Selection Area within which you will have the right to locate and secure the accepted Approved Location for each Franchised Business you must open under your Development Schedule. The size of the Site Selection Area will likely vary among new prospects and developers, with the size of your Site Selection Area typically depending on the demographics of the area in and around the region you wish to develop.

We typically identify your Site Selection Area early during the franchise due diligence and offer process, based on where you tell us you wish to operate, and the agreed-to geographic description is inserted into your Multi-Unit Development Agreement before you sign it. The Site Selection Area may not be modified at any time during the term of the Multi-Unit Development Agreement unless the parties mutually agree to the modification in a separate signed writing. You maintain your rights to your Site-Selection Area, even if the population increases.

Your Development Schedule will depend on the number of Franchised Businesses you acquire the rights to develop in your Multi-Unit Development Agreement.

Your rights within the Site Selection Area are non-exclusive. You do not receive an exclusive territory under your Multi-Unit Development Agreement. You may face competition from other franchisees, from outlets that we control, or from other channels of distribution or competitive brands that we control.

Once you have secured an Approved Location for a given Franchised Business to be developed per your Multi-Unit Development Agreement, we will grant you a Territory around that Approved Location as described above.

Upon completion of your Development Area in the Multi-Unit Development Agreement, your rights to develop iCRYO franchises within the Development Area will end and you will have no further rights in the Development Area, except for the individual Territories granted under the Franchise Agreements you have signed with us.

We and/or our affiliate or predecessor reserve all other rights with respect to your Development Area, which include but are not limited to: (i) in connection with a merger or acquisition, the right to own, operate, franchise or license businesses operating under names other than those identified by the Proprietary Marks, regardless of whether or not these other concepts offer products and services similar to or competitive with those to be offered by your Franchised Businesses and regardless of location, and the right to convert those locations to iCRYO businesses; (ii) the right to be acquired by (or merge or become affiliated with) any other

business operating under names other than the Proprietary Marks, including a competing business, with locations anywhere, which may result in the required conversion of franchised businesses; and the right to distribute products and services in alternative channels of distribution both within and outside the Development Area, (which alternative channels of distribution include but are not limited to: sales of services and products at or through mail order, catalog, telemarketing, direct mail marketing or via the internet, and any similar outlets or distribution methods).

You are not granted any right of first refusal to obtain additional development rights.

As of the effective date of this disclosure document, we have not established or franchised, and have no plans to establish or franchise, other businesses selling or leasing similar products or services under different trademarks within the United States, but we reserve the right to do so in the future.

Item 13.
TRADEMARKS

Under the Franchise Agreement, we grant to you the right to use certain trademarks, service marks and other commercial symbols in connection with the operation of your franchise (the **"Proprietary Marks"**). The Multi-Unit Development Agreement does not grant you the right to use the Proprietary Marks or the System. Our primary service mark is "iCRYO". Our founder, William Jones registered or applied for registration of the Proprietary Mark on the Principal Register of the United States Patent and Trademark Office (**"USPTO"**) as listed below. Ownership of the Proprietary Mark was then subsequently transferred to our affiliate, KL Jones Holdings, LLC. Our affiliate intends to file all affidavits when required. Our additional Proprietary Marks are owned by us. We intend to file all affidavits when required. You may not sublicense the Proprietary Marks without our permission. The below list may not be an exhaustive list of all Marks owned by us or our affiliate.

Mark	Registration Number	Registration Date
iCRYO© (Word Mark plus design)	5063848	October 18, 2016
ELEVATE YOUR LIFESTYLE	5935776	December 17, 2019
ICRYO	5935775	December 17, 2019

Mark	Registration Number	Registration Date
iCRYO RECOVERY & WELLNESS	6332128	April 27, 2021

We also own and claim common law trademark rights in the trade dress used in the Franchise Business. Our common law trademark rights and trade dress are also included as part of the Marks. For the pending Mark and the marks for which we have not applied for registration for, those Marks do not have many legal benefits and rights as a federally registered trademark. If our right to use those trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We initially entered into a license agreement with our founder dated September 30, 2017 but due to assignment of ownership of the iCRYO Mark we now have a license agreement with our affiliate, dated April 10, 2019 (the **"License Agreement"**). Our affiliate has licensed us to use the Mark and to sublicense it to our franchisees in operating their locations. Our affiliate may terminate the License Agreement (which runs for 30 years and is renewable for an additional term of 20 years) if we fail to correct any material default within 30 days after written notice. In the event of termination of the License Agreement, your rights to use the iCRYO Mark will continue as long as you are not in breach of the Franchise Agreement. No other agreement limits our right to use or license the Marks. There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving the Marks, nor any pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. There are no agreements currently in effect that significantly limit our right to use or license the use of the Marks in any manner material to the franchise. Other than the rights of our parent, we are not aware of any superior rights that could affect your use of the Marks.

Your rights to the Marks are derived solely from your Franchise Agreement. You may have the right to potentially use future trademarks, service marks and logos that we may subsequently license to you. You will only use the Marks as we authorize. In using the Marks, you must strictly follow our rules, standards, specifications, requirements and instructions which may be modified by us in our discretion. All goodwill associated with the Marks remains our exclusive property. You may not use the Marks with any unauthorized product or service or in any way not explicitly authorized by the Franchise Agreement. When your Franchise Agreement expires or terminates, all rights for you to use the Marks shall cease and you shall not maintain any rights to use any Mark.

You cannot use the Marks (or any variation of the Marks) as part of a corporate name, domain name, homepage, email address or on any website or with modifying words, designs or symbols, unless authorized by us. You may not use our registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You may not apply for any trademark or service mark.

In the event of any infringement of, or challenge to, your use of any of the Marks, you must immediately notify us, and we will have sole discretion to take such action as deemed appropriate. You must not communicate with any person other than your legal counsel, us and our legal

representative in connection with any infringement challenge or claim. We will indemnify and hold you harmless from any suits, proceedings, demands, obligations, actions or claims, including costs and reasonable attorneys' fees, for any alleged infringement under federal or state trademark law arising solely from your authorized use of the Marks in accordance with the Franchise Agreement or as otherwise set forth by us in writing, if you have notified us promptly of the claim. We reserve the right, under the Franchise Agreement, to substitute, add or change the Marks for use in identifying the System and the businesses operating under the System if the current Marks no longer can be used, or if we, in our sole discretion, determine that substitution, addition or change of the Marks will be beneficial to the System. If we substitute, add or change any of the Marks, you must bear the cost and expense at your business (for example, changing signage, business cards, etc.).

Item 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any registered patents and do not have any pending patent applications that are material to the franchise. We do claim copyright protection for many aspects of the System, including, without limitation, the Manual and other manuals, advertising and promotional materials, training materials and programs, videos, proprietary computer software and applications, architectural plans and designs, web sites and web pages, and all other written material we develop to assist you in development and operation, although these materials have not been registered with the United States Registrar of Copyrights.

There are no currently effective determinations of the United States Copyright Office, the USPTO or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of our copyrighted materials. We are not required by any agreement to protect or defend copyrights or to defend you against claims arising from your use of patented or copyrighted items or to participate in your defense or indemnify you.

The Manual is our sole, exclusive and confidential property which we reveal to you in confidence and may only be used by you as provided in the Franchise Agreement. We may revise the contents of the Manual and you must comply with each new or changed standard, at your own expense. You must make sure that the Manual is kept current at all times. If there is any dispute as to the contents of the Manual, the terms of the master copy maintained by us at our corporate office will be controlling. The Manual will remain our sole property and must be kept in a secure place at the Franchise Business.

Any and all information, knowledge, know-how, techniques and data which we designate as confidential will be deemed confidential for purposes of your Franchise Agreement. Examples of confidential information include, without limitation: (1) site selection, construction plans and design specifications; (2) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques; (3) knowledge of specifications for and suppliers of, and methods of ordering, certain products, materials, equipment and supplies; (4) knowledge of the operating results and financial performance of other iCRYO franchises; (5) the Manual; (6) training materials and programs; (7) fee information and customer data; (8) specifics regarding any computer software, applications and similar technology that is proprietary to us or the System; and (9) all password-protected portions of our website, intranets and extranets and the information they contain (including the email addresses of our franchisees);

All data that you collect from clients of the Franchise Business or through marketing is deemed to be owned exclusively by us and/or our affiliate. You must install and maintain security measures and devices necessary to protect client data from unauthorized access or disclosure, and you may not sell or disclose to anyone else any personal or aggregated information concerning any clients. You have the right to use the client data only in connection with the Franchise Business, while the Franchise Agreement is in effect. If you transfer the Franchise Business to a new owner, who will continue to operate the Franchise Business under an agreement with us, you may transfer the client data to the new owner as part of the going concern value of the business.

The Franchise Agreement provides that you acknowledge that your entire knowledge of the operation of the iCRYO System, including the specifications, standards and operating procedures of the iCRYO System, is derived from information we disclose to you and that all this information is confidential and our trade secrets. You and, if you are a corporation, partnership or limited liability company, your officers, directors, shareholders, partners, members, managers, employees and members of those persons' immediate families and their heirs, successors and assigns are prohibited from using and/or disclosing any confidential information in any manner other than as we permit in writing. You must inform your employees and others having access to confidential information of the obligation to maintain the information in confidence and subject to applicable law. All employees must sign a Confidentiality Agreement in a form satisfactory to us, giving us the right to enforce the agreement as a third-party beneficiary. The Confidentiality Agreement attached as Exhibit 5(a) to the Franchise Agreement is currently considered a satisfactory form. Your spouse (or if you are an entity, the spouses of your owners) will also be required to execute our Confidentiality, Non-Disclosure, and Non-Compete Agreement the form of which is attached as Exhibit 5(b) to the Franchise Agreement. All executed agreements must be forwarded to us to ensure compliance. You are responsible for assuring, before any person leaves your employment, such person returns to you all documents and materials containing our trade secrets and confidential information.

All new products, items, services and other developments, whether they be of our original design or variations of existing services or techniques, or your original design or variations of existing services or techniques, and whether created by or for you or an employee that relate to the iCRYO Center, will be deemed a work made for hire and we will own all rights in them. If they do not qualify as works made for hire, you will assign ownership to us under the Franchise Agreement. You will not receive any payment, adjustment or other compensation in connection with any new products, items, services or developments.

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

We strongly recommend that you (or, if you are an entity, your Owner) personally participate in the operation of the Franchise Business. The Owner must be an equity owner of at least 10% of the Franchise Business and have the authority to bind you in all operational decisions regarding the Franchise Business. We will have the right to rely on any statement, agreement or representation made by the Owner. You may not change the Owner without our prior written approval. If you are an entity, you must be a single purpose entity and you cannot operate any other business using your entity name.

If you or your Owner do not participate in the day-to-day operation of the Franchise Business, you will need a Center Manager to be responsible for the direct on-premises supervision of the Franchise Business at all times during the hours of operation. Your Center Manager must

be approved by us. However, you are still responsible for the operations of the Franchise Business.

You or your Owner (if you are an entity), and your Center Manager must satisfactorily attend and complete our training program.

At all times, you will keep us advised of the identity of your Center Manager. We must be advised of any change within 72 hours. Your Center Manager need not have any equity interest in the franchise. You will disclose to your Center Manager only the information needed to operate the Franchise Business and the Center Manager will be advised that any confidential information is our trade secret.

In addition, your Center Manager, assistant managers and all persons affiliated with you, including your officers, directors, partners, shareholders, members, managers and employees are required to execute a Confidentiality Agreement in the form attached as Exhibit 5(a) to the Franchise Agreement. Your spouse (or if you are an entity, the spouses of your owners) will also be required to execute our Confidentiality, Non-Disclosure, and Non-Compete Agreement the form of which is also attached as Exhibit 5(b) to the Franchise Agreement. Further, if you are a business entity, each of the following individuals must sign our Guaranty: (i) each of your shareholders if you are a corporation; (ii) each of your partners if you are a general partnership; or (iii) each of your members and managers if you are an area limited liability company. Your owners' spouses must also sign the Guaranty.

You must hire all employees of the Franchise Business and are solely responsible for the terms of their work, training, compensation, management, promotions, terminations, and oversight. Your employees are under your day-to-day control at the Franchise Business. You must communicate clearly with your employees in your employment agreements, employee manuals, human resources materials, written and electronic correspondence, pay checks and other materials that you (and only you) are their employer, and we, as the Franchisor, are not their employer and do not engage in any employer-type activities (including, but not limited to, those described above) for which only you are responsible.

If we determine in our sole judgment that the operation of your business is in jeopardy, or if a default occurs, then in order to prevent an interruption in operation of the Franchise Business, we may operate your business for as long as we deem necessary and practical. In our sole judgment, we may deem you incapable of operating the Franchise Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your business; or we determine that operational problems require that we operate your Franchise Business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the business as a going concern. We shall keep in a separate account all monies generated by the operation of your Franchise Business, less our management fee, and our operating expenses, including reasonable compensation and expenses for our representatives. Your Franchise Business will still have to pay all costs under the Franchise Agreement, including royalties and National Ad Fund payments. You must hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You must pay all of our reasonable attorneys' fees and costs incurred.

Item 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate the Franchise Business in strict conformity with all prescribed methods, procedures, policies, standards, and specifications of the System, as set forth in the Manual for Unit Franchises Unit Franchises. You may not conduct any other business or activity at the iCRYO Center without our written permission. You may only sell products at retail and may not engage in the wholesale or distribution of any product.

Your franchise is limited to one location and all sales must be from that one location. We do not generally limit the persons to whom you may sell memberships. However, we do have the right to impose minimum age restrictions and other requirements we deem appropriate, either for safety reasons, or to preserve the goodwill of our Marks for the benefit of all franchisees.

You may only offer or sell products and services that are approved by us and must offer for sale certain products and services as designated by us. We may add, delete or alter approved products or services that you are required or allowed to offer in our sole discretion. There are no limits on our right to do so. You must discontinue selling and offering any products, services or items that we, in our sole discretion, disapprove in writing at any time. You may not conduct any other business or activity at the Franchised Business without our written permission. You are not permitted to rent out your location or host any events at your location which are not affiliated with the iCRYO System and not approved by us.

Because of the corporate practice of medicine regulations, HIPAA, and other related healthcare laws, you will provide non-clinical management services to a professional corporation, professional association, or professional limited liability company (the **"**Medical Entity**"**) that is responsible for providing the Services You will have to enter into an administrative services agreement with a Medical Entity licensed to provide all Services. The relationship with the Medical Entity is described in greater detail in Item 1.

On a case-by-case basis, we may allow you or other franchisees to offer additional services, products or programs that are not otherwise part of the iCRYO System. We will decide which franchisees can offer additional services and products based on test marketing, the franchisees' qualifications and operational history, differences in regional or local markets and other factors. You may not create unapproved rewards or loyalty programs.

All members of the iCRYO Center must execute a membership agreement. The form of membership agreement cannot extend for a term that is longer than the term of the Franchise Agreement. All forms of membership agreements must be approved by us, and cannot be modified without our prior written consent. You may only sell memberships in strict compliance with System standards and the terms of the Franchise Agreement.

We require you to offer memberships. We reserve the right to assign memberships to you and you will be required to accept and honor these memberships. We also reserve the right to assign membership agreements from your iCRYO Center to another location if a member attends a certain percentage of their visits to another location. We reserve the right to modify the reciprocity program in our sole discretion.

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.

Franchise Agreement:

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	2.1	10 years
b.	Renewal or extension	2.2	You have the right to renew the franchise for 1 additional 10-year term, if you meet certain requirements.
c.	Requirements for you to renew or extend	2.2.	You may renew if you: (i) have notified us of your election to renew; (ii) have the right to lease the premises for an additional 10 years (or have secured substitute premises); (iii) have completed all maintenance and refurbishing required by us; (iv) are not in default of any agreement between you and us or our parent, subsidiaries, affiliates or predecessor and have substantially complied with all agreements during their term; (v) have satisfied all monetary obligations owed to us and/or our parent, subsidiaries, affiliates or predecessor; (vi) have executed our then-current form of Franchise Agreement; (vii) have satisfied our then-current training requirements for new franchisees; (viii) have paid the renewal fee and (ix) have executed a general release of any and all claims against us and our parent, subsidiaries, affiliates or predecessor, and their shareholders, officers, directors, agents, employees, attorneys and accountants arising out of or related to the Franchise Agreement or any related agreement. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.

	Provision	Section in Franchise Agreement	Summary
d.	Termination by Franchisee	9.1	You must give us 90 days' written notice to cure any default within 60 days of the event or circumstances giving rise to the breach. You must be in material compliance. If we fail to cure any material breach within the 90-day cure period, you may terminate for that reason by written notice, except if the breach is not susceptible to cure within 90 days, but we take action within 90 days to begin curing the breach and act diligently to complete the corrective action within a reasonable time, we will be deemed to have timely cured the breach.
e.	Termination by Franchisor without cause	No Provision	Not applicable
f.	Termination by Franchisor with cause	9.2.1	We have the right to terminate the Franchise Agreement with cause. Depending upon the reason for termination, we do not have to provide you an opportunity to cure. See this Item 17(g) and (h) for further description.
g.	"Cause" defined - curable defaults	9.2.1	We have the right to terminate the Franchise Agreement, (i) after a 7 day cure period if your failure to comply with the Franchise Agreement relates to the Proprietary Marks; (ii) after a 15-day cure period upon your failure to pay any sums owed to us or our parent, subsidiaries, affiliates or predecessor; or (iii) after a 30 day cure period upon your failure to pay any sums owed to a third party other than us or our parent, subsidiaries, affiliates or predecessor or upon your failure to comply with any other provision not listed above or listed below as a non-curable default, except if the breach is not susceptible to cure within the applicable cure period, but you take action within the cure period to begin curing the breach and act diligently to complete the corrective action within a reasonable time, you will be deemed to have timely cured the breach.

	Provision	Section in Franchise Agreement	Summary
h.	"Cause" defined - non curable defaults	9.2.2	We have the right to terminate the Franchise Agreement without providing you an opportunity to cure if: (i) you commit any criminal acts involving moral turpitude or other criminal acts which may affect the reputation of the Franchised Business, or goodwill of the Proprietary Marks; (ii) you are convicted or plea of guilty or nolo contendere of a felony; (iii) you commit fraud in the operation of your Franchised Business; (iv) you misrepresent yourself in any way (including through omission of information) in connection with your franchise application; (v) you file for bankruptcy or are adjudicated a bankrupt; (vi) insolvency proceedings are commenced against you; (vii) you are the subject of a lien; (viii) you become insolvent; (ix) you or your principals materially breach any other agreements with us or our subsidiaries, affiliates, parent or predecessor; (x) we send you 3 or more written notices to cure within one 12-month period; (xi) you intentionally underreport or misstate any information required to be reported to us; (xii) you voluntarily or otherwise abandon the Franchised Business; (xiii) you fail to open the Franchised Business; (xiv) you lose the right to occupy the Premises of your Approved Location as a result of a breach of your lease agreement; (xv) you fail to meet certain System standards, creating a threat or danger to health or safety; (xvi) any violation of health or safety laws occur at the Franchised Business; (xvii) you fail to comply with any in-term covenants; (xiii) you use the Confidential Information in an un-authorized manner; (xix) you fail to maintain insurance; and (xx) any unauthorized transfer.

	Provision	Section in Franchise Agreement	Summary
i.	Your obligations on termination/non-renewal	10.1	You must sign a general release, cease operation of the Franchised Business, pay all unpaid fees, discontinue using the Proprietary Marks and the proprietary computer software, return the Operations Manual and all other confidential information to us, transfer your business telephone numbers to us or our designee, surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks and all items which are part of the System trade dress, sell to us any furnishings, equipment, seating, tables, desks, signs or fixtures which we elect to purchase, and, at our option, assign to us, any interest you have in the lease or sublease for the Franchised Businesses' premises or, in the event we do not elect to exercise our option to acquire the lease, modify or alter the Franchised Businesses' premises as may be necessary to distinguish it from an iCRYO franchise under the System. You must also comply with any post-term covenants under the Franchise Agreement.
j.	Assignment of contract by Franchisor	8.6	We have the unrestricted right to sell, transfer, assign, and/or encumber all or any part of our interest in the Franchise Agreement.
k.	"Transfer" by Franchisee – defined	8.3	A sale, transfer or assignment is deemed to occur if: (i) you are a corporation, or limited liability company, upon any assignment, sale, pledge or transfer or increase of any of your voting stock; or (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any partnership ownership interest.
l.	Franchisor's approval of transfer by franchisee	8.1	You may not sell, transfer, assign or encumber your interest in the franchised business without our prior written consent.
m.	Condition for Franchisor's approval of transfer	8.3.2	Approval to sell or transfer your franchise may be conditioned upon the following: (i) satisfaction of all monetary obligations to us, our subsidiaries, affiliates or predecessor, or suppliers; (ii) the timely cure of all existing defaults under the Franchise Agreement; (iii) execution of a general release; (iv) you or the proposed transferee agrees to complete repairs and

	Provision	Section in Franchise Agreement	Summary
			remodeling as required; and (v) providing us with a copy of the executed purchase agreement relating to the proposed transfer. The proposed transferee must satisfy any licensing requirements, have demonstrated to us that he or she meets our standards, possesses good moral character, business reputation and credit rating, and have the aptitude and adequate financial resources to operate a Franchised Business. The transferee must have executed our then-current Franchise Agreement, you or the transferee have paid to us a transfer fee, and the transferee and its manager must have completed our initial training program.
n.	Franchisor's right of first refusal to acquire Franchisee's business	8.3.1	If you propose to transfer or assign 20% or more of your interest in the franchised business to a third party, you must first offer us the option to purchase your franchise upon the same terms as those offered by the third party.
o.	Franchisor's option to purchase Franchisee's business	10.1.7	If the Franchise Agreement is terminated, we have the right to purchase the assets of the franchised business. We also have the option to purchase or lease your premises. Our option may be exercised at fair market value, determined by appraisal, if the parties are unable to agree.
p.	Franchisee's death or disability	8.2	Upon your death or disability, your representative must designate an operator who is acceptable to us for your Franchised Business within 60 days and transfer your interest to an approved party within 90 days. This transfer is subject to the same terms and conditions as any other transfer.
q.	Non- competition covenants during the term of the franchise	7.4.1	Neither you nor your partners, shareholders, members or managers, nor immediate family members may have any interest in any other business which offers cryotherapy and other services offered by System iCRYO Centers (a "Competing Business").
r.	Non- competition covenants after the franchise is terminated or expires	7.4.2	The Franchise Agreement limits your right and the rights of your partners, shareholders, members, managers and immediate family members for 2 years following the date of the expiration and non- renewal, transfer or termination of the Franchise Agreement: to own, engage in, be employed or have any interest in any Competing Business within 20 miles (or the maximum area allowed by law) of your Franchised Business location or other iCRYO Center locations;

	Provision	Section in Franchise Agreement	Summary
			to solicit business from former clients of your Franchised Business for any competitive business purpose or to solicit employees of us, our subsidiaries, affiliates or other System franchisees; or to own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business competing with us.
s.	Modification of the agreement	12.1	The Franchise Agreement may only be modified by written amendment signed by both parties. The Operations Manual is subject to change.
t.	Integration/ merger clauses	12.1	The Franchise Agreement is the entire agreement between the parties. Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. However, nothing in the Franchise Agreement is intended to disclaim the representations made in the Disclosure Document.
u.	Dispute resolution by arbitration or mediation	12.4	Subject to State law, the parties must submit disputes to binding arbitration through the American Arbitration Association in the then-current County and State where our corporate headquarters is located, (currently, Harris County, Texas) (except either party may pursue an action for injunctive relief).
v.	Choice of forum	12.2	Subject to the arbitration requirement and applicable state law, dispute resolution must be in state or federal court that has general jurisdiction in the then-current County and State where our corporate headquarters is located (currently, Harris County, Texas).
w.	Choice of law	12.2	Except for the Federal Arbitration Act or applicable federal or state law, Texas law applies.

Multi-Unit Development Agreement

	Provision	Section in Multi-Unit Development Agreement	Summary
a.	Length of the term	4.1	Until the date we accept and execute a franchise agreement for the last of the Franchised Businesses you are to establish under your Development Schedule or by the end of a set term to complete the Development Schedule.
b.	Renewal or extension	No provision	There is no renewal right.
c.	Requirements for you to renew or extend	No provision	Not Applicable
d.	Termination by Multi-Unit Development	No provision	There is no right to terminate, subject to State law.
e.	Termination by Franchisor without cause	No provision	Not Applicable
f.	Termination by Franchisor with cause	6.1	We have the right to terminate the Multi-Unit Development Agreement with cause. Depending upon the reason for termination, we do not have to provide you an opportunity to cure. See this Item 17(g) and (h) for further description.
g.	"Cause" defined - curable defaults	6.5	Curable defaults have a 30-day cure period.
h.	"Cause" defined - non curable defaults	6.1; 6.2	We have the right to terminate the Multi-Unit Development Agreement without providing you an opportunity to cure if: (i) you commit any criminal acts involving moral turpitude or other criminal acts which may affect the reputation of the goodwill of the Proprietary Marks; (ii) you are convicted or plea of guilty or nolo contendre of a felony; (iii) you misrepresent yourself in any way (including through omission of information) in connection with your development application; (iv) you file for bankruptcy or are adjudicated bankrupt; (v) insolvency proceedings are commenced against you; (vii) you are the subject of a lien; (vi) you become insolvent; (vii) you or your principals materially breach any other agreements with user our parent, subsidiaries, affiliates or predecessor;

	Provision	Section in Multi-Unit Development Agreement	Summary
			(viii) you use the Confidential Information in an un-authorized manner; (ix) you fail to adhere to the Development Schedule; and/or (x) you commit an unauthorized transfer. You can maintain any existing Franchised Businesses that are established by a Franchise Agreement, as long as you comply with the terms of that Franchise Agreement.
i.	Your obligations on termination/non-renewal	6.3	You must stop selecting sites for Franchised Businesses, and you may not open any more Franchised Businesses.
j.	Assignment of contract by franchisor	7.1	We have the unrestricted right to sell, transfer, assign, and/or encumber all or any part of our interest in the Multi-Unit Development Agreement.
k.	"Transfer" by franchisee – defined	7.2	A sale, transfer or assignment is deemed to occur if: (i) you are a corporation, or limited liability company, upon any assignment, sale, pledge or transfer or increase of any of your voting stock; or (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any partnership ownership interest.
l.	Franchisor's approval of transfer by franchisee	7.2	You may not sell, transfer, assign or encumber your interest in the Multi-Unit Development Agreement without our prior written consent.
m.	Condition for Franchisor's approval of transfer	7.2	Approval to sell or transfer the Multi-Unit Development Agreement may be conditioned upon the following: (i) satisfaction of all monetary obligations to us, our parent, subsidiaries, affiliates or predecessor, or suppliers; (ii) the timely cure of all existing defaults under an agreement between us; (iii) execution of a general release; (iv) providing us with a copy of the executed purchase agreement relating to the proposed transfer and (v) the transferee must have paid to us the transfer fee. The proposed transferee must sign an assignment and a guarantee and must have demonstrated to us that he or she meets our standards, possesses good moral character, business reputation and credit rating, has the aptitude and adequate financial resources to fulfill the obligations under the Multi-Unit Development Agreement.

	Provision	Section in Multi-Unit Development Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	7.2; 7.3	We have the right to match any offer to purchase your interests under the Multi-Unit Development Agreement.
o.	Franchisor's option to purchase franchisee's business	No provision	Not applicable.
p.	Multi-Unit Development's death or disability	7.4	Upon your death or disability, your representative must designate an operator who is acceptable to us to carry out your duties under the Multi-Unit Development Agreement within 60 days and transfer your interest to an approved party within 90 days. This transfer is subject to the same terms and conditions as any other transfer.
q.	Non- competition covenants during the term of the Multi-Unit Development Agreement	8.2	Neither you nor your partners, shareholders, members or managers, nor immediate family members may have any interest in any Competing Business.
r.	Non-competition covenants after the Multi-Unit Development Agreement is terminated or expires	8.3	The Multi-Unit Development Agreement limits your right and the rights of your partners, shareholders, members, managers and immediate family members for 2 years following the date of the expiration and non-renewal, transfer or termination of the Multi-Unit Development Agreement: (i) to own, engage in, be employed or have any interest in any Competing Business within 20 miles (or the maximum area allowed by law) of your Development Area or any iCRYO Center locations; (**i**) to solicit business for any competitive business purpose or to solicit employees of us, our subsidiaries, affiliates or predecessor or other System franchisees; or (**i**) to own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business competing with us.
s.	Modification of the agreement	13	The Franchise Agreement may only be modified by written amendment signed by both parties.

	Provision	Section in Multi-Unit Development Agreement	Summary
t.	Integration/ merger clauses	13	The Multi-Unit Development Agreement is the entire agreement between the parties. Only the terms of the Multi-Unit Development Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Multi-Unit Development Agreement may not be enforceable. However, nothing in the Multi-Unit Development Agreement is intended to disclaim the representations made in the Disclosure Document
u.	Dispute resolution by arbitration or mediation	14.5; 14.3	Subject to State law, the parties must submit disputes to binding arbitration through the American Arbitration Association in the then- current County and State where our corporate headquarters is located,(currently, Harris County, Texas) (except either party may pursue an action for injunctive relief).
v.	Choice of forum	14.2	Subject to the arbitration requirement and applicable state law, dispute resolution must be in state or federal court that has general jurisdiction in the then-current County and State where our corporate headquarters is located (currently, Harris County, Texas).
w.	Choice of law	14.2	Except for the Federal Arbitration Act or applicable federal or state law, Texas law applies.

See **Exhibit H** for a list of state-specific disclosures and requirements.

Item 18.
PUBLIC FIGURES

We currently use professional boxer, Abraham Nova, to promote our franchise. He makes appearances on behalf of our System on a contract basis in exchange for an appearance fee. None of them have any management or control over us. Mr. Nova receives a monthly monetary compensation to serve as a brand ambassador.

Item 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

iCRYO Franchise Systems, 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 William Jones, 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034 or (855) 700-2109, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20.
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2020 to 2022

Outlet Type	Year	Outlets at the start of the year	Outlets at the end of the year	Net Change
Franchised	2020	4	9	+5
	2021	9	14	+5
	2022	14	22	+8
Company Owned	2020	1	2	+1
	2021	2	3	+1
	2022	3	3	+0
Total Oulets	2020	5	11	+6
	2021	11	17	+6
	2022	17	25	+8

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR TO AFFILIATE) FOR YEARS 2020 TO 2022

State	Year	Number Of Transfers
All States	2020	0
	2021	1
	2022	1
Total	2020	0
	2021	1
	2022	1

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-renewal	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at end of Year
Arizona	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Colorado	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Connecticut	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Indiana	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kansas	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
New York	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
North Carolina	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	2	0	0	0	0	4
Ohio	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	1	0	0	0	1
South Carolina	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Texas	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	1	0	2
	2022	2	3	0	0	0	0	5
Total	2020	4	5	0	0	0	0	9
	2021	9	6	0	0	1	0	14
	2022	14	9	1	0	0	0	22

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020 TO 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reaquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at end of Year
Texas	2020	1	1	0	0	0	2
	2021	2	0	1	0	0	3
	2022	3	0	0	0	0	3
Total	2020	1	1	0	0	0	2
	2021	2	0	1	0	0	3
	2022	3	0	0	0	0	3

*The outlets shown in the table above are owned and operated by our affiliates, iCRYO, LLC and iCRYO Preston Hollow, LLC. Center that was added in 2021 is the Shadow Creek Location in Houston, TX.

TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2022

State	Franchise Agreements Signed But Facilities Not Opened	Projected Franchised New Facilities in the Next Fiscal Year	Projected Company-Owned Facilities Opening In Next Fiscal year
Arizona	15	2	0
California	2	2	0
Colorado	1	1	0
Connecticut	7	2	0
Florida	37	6	0
Georgia	2	1	0
Illinois	1	2	0
New York	1	2	0
North Carolina	9	3	0
Ohio	0	1	0
South Carolina	13	4	0

Tennessee	6	2	0
Texas	22	8	0
Utah	12	3	0
Virginia	10	2	0
Total	**138**	**41**	**0**

Attached as Exhibit E to this Disclosure Document is a list of all franchisees, including their address and telephone number (or their contact information if their Franchised Business is not yet open) as of the issuance date of this Disclosure Document.

Attached as Exhibit F to this Disclosure Document is the name, city, state and current business telephone number (or if unknown, the last known telephone number) of every franchisee who had a Franchised Business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

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

We had 10 individuals sign our Multi-Unit Development Agreement during our last fiscal year.

During the last three fiscal years, we have signed one agreement with a confidentiality clause with current or former franchisees that would restrict them from speaking openly with you about their experience with us.

There are no trademark-specific organizations formed by our franchisees that are associated with the iCRYO System.

Item 21.
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B are our audited financial statements for our 2020, 2021, and 2022 fiscal years.

If required by state law, also attached as part of Exhibit B are unaudited financial statements of a more recent date. Our fiscal year end is December 31st.

Item 22.
CONTRACTS

Attached to this Disclosure Document are the following contracts and their attachments:

Franchise Agreement – Exhibit C
Multi-Unit Development Agreement – Exhibit D
State Addenda – Exhibit H
Sample Administrative Services Agreement – Exhibit I

Item 23.
RECEIPT

Attached as the last page of this disclosure document is a receipt. Please sign the receipt and return it to us. A duplicate of the receipt is also attached for your records.

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

---

iCRYO Franchise Systems, LLC

STATE ADMINISTRATORS/
DESIGNATION OF AGENT FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. Where we are registered to sell franchises, we have appointed the state agency, or as noted below, a state officer, as our agent for service of process in the state. We may not yet be registered to sell franchises in any or all of the states listed. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

CALIFORNIA Department of Finance Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (866) 275-2677 Agent: California Commissioner of Finance Protection and Innovation	NORTH DAKOTA North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, North Dakota 58505- 0510 (701) 328-4712 Agent: North Dakota Securities Commissioner
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 Agent: Commissioner of Securities of the State of Hawaii	OREGON Department of Finance and Corporate Securities Labor and Industries Building 350 Winter Street NE, Room 410 Salem, Oregon 97301-3881 (503) 378-4387 Agent: Director of Oregon Department of Insurance and Finance
ILLINOIS Franchise Division Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465 Agent: Illinois Attorney General	RHODE ISLAND Department of Business Regulation Division of Securities 1511 Pontiac Ave. John O. Pastore Complex, Building 69-1 Cranston, RI 02920 (401) 462-9500 Agent: Director of Business Regulation
INDIANA Franchise Section Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681 Agent: Indiana Secretary of State Indiana Securities Division 201 State House Indianapolis, IN 46204	SOUTH DAKOTA Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563 Agent: Director, Division of Insurance-Securities Regulation

MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360 Agent: Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020	VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 Agent: Clerk of the State Corporation Commission 1300 E Main St., 1st. Fl. Richmond, VA 23219 Tel: (804) 371-9733
MICHIGAN Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 373-7177 Agent: Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, MI 48910	WASHINGTON Director Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760 Agent: Securities Administrator, Director of Department
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1500 Agent: Minnesota Commissioner of Commerce	WISCONSIN Securities Division of the Wisconsin Department of Financial Institutions 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703 (608) 266-8559 Agent: Wisconsin Commissioner of Securities
NEW YORK NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236 Phone Agent for service: New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	

EXHIBIT B

FINANCIAL STATEMENTS

---

iCRYO Franchise Systems, LLC

ICRYO FRANCHISE SYSTEMS LLC

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2022, 2021, AND 2020

ICRYO FRANCHISE SYSTEMS LLC

Table of Contents

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Members
iCryo Franchise Systems LLC
Houston, TX

Opinion

We have audited the accompanying financial statements of iCryo Franchise Systems LLC, which comprise the balance sheets as of December 31, 2022, 2021, and 2020, and the related statements of operations, members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of iCryo Franchise Systems LLC as of December 31, 2022, 2021, and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter – Correction of Errors

As discussed in Note 2 to the financial statements, certain errors resulting in amounts previously reported for general and administrative expenses and member distributions during the year ended December 31, 2021 were discovered by management of the Company. Accordingly, the Company's net income and member distributions have been restated in the 2021 financial statements now presented. This error had no effect on equity. Our opinion is not modified with respect to that matter.

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 the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be 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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial

likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

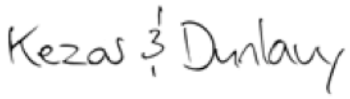
In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Restrictions on Use

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



St. George, Utah
July 24, 2023

ICRYO FRANCHISE SYSTEMS LLC

BALANCE SHEETS

As of December 31, 2022, 2021, and 2020

	2022	2021	2020
Assets			
Current assets			
Cash	$ 100,890	$ 88,166	$ 79,809
Accounts receivable, net	179,912	251,755	433,354
Deferred commissions, current	128,007	63,082	20,438
Total current assets	408,809	403,003	533,601
Non-current assets			
Property and equipment, net	63,172	79,792	85,763
Deferred commissions, non-current	149,654	167,356	101,054
Total non-current assets	212,826	247,148	186,817
Total assets	$ 621,635	$ 650,151	$ 720,418
Liabilities and Members' Deficit			
Current liabilities			
Accounts payable	$ 94,016	$ 148,184	$ 202,884
Accrued expenses	3,104	87,053	17,830
Credit card liability	-	90,162	8,638
Line of credit	-	31,319	6,121
Due to affiliates	63,391	63,391	273,933
Notes payable, current	41,160	309,719	114,019
Deferred revenue, current	771,556	393,020	170,320
Total current liabilities	973,227	1,122,848	793,745
Non-current liabilities			
Notes payable, non-current	2,039,015	507,701	148,656
Deferred revenue, non-current	1,084,614	1,215,552	842,122
Total non-current liabilities	3,123,629	1,723,253	990,778
Total liabilities	4,096,856	2,846,101	1,784,523
Members' deficit	(3,475,221)	(2,195,950)	(1,064,105)
Total liabilities and members' deficit	$ 621,635	$ 650,151	$ 720,418

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

ICRYO FRANCHISE SYSTEMS LLC
STATEMENTS OF OPERATIONS (RESTATED)
For the years ended December 31, 2022, 2021, and 2020

	2022	2021*	2020
Operating revenue			
Initial franchise fees	$ 581,218	$ 381,470	$ 177,670
Royalty fees	763,246	309,811	114,510
Marketing fees	167,462	65,059	22,876
Technology fees	173,653	100,300	38,975
Total operating revenue	1,685,579	856,640	354,031
Operating expenses			
General and administrative	2,814,885	1,521,601	1,032,104
Advertising and marketing	124,961	9,194	241,511
Legal and professional fees	97,010	83,100	264,175
Total operating expenses	3,036,856	1,613,895	1,537,790
Operating income (loss)	(1,351,277)	(757,255)	(1,183,759)
Other income (expense)			
Interest expense	(98,024)	(67,408)	(32,384)
Interest income	1,994	-	-
Other income	231,047	252,183	41,631
Other expense	84,000	(84,000)	-
Total other income (expense)	219,017	100,775	9,247
Net loss from operations	(1,132,260)	(656,480)	(1,174,512)
Net loss from discontinued operations. See Note 2.	-	-	396,975
Net loss	$ (1,132,260)	$ (656,480)	$ (777,537)

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

*Certain balances have been restated and differ from the amount disclosed in prior years. See Note 2.

ICRYO FRANCHISE SYSTEMS LLC
STATEMENTS OF MEMBERS' DEFICIT (RESTATED)
For the years ended December 31, 2022, 2021, and 2020

Balance as of January 1, 2020	$	511,649
Adoption of ASC 606		(776,215)
Member distributions		(22,002)
Net loss		(777,537)
Balance as of December 31, 2020		(1,064,105)
Member distributions*		(475,365)
Net loss		(656,480)
Balance as of December 31, 2021		(2,195,950)
Member distributions		(147,011)
Net loss		(1,132,260)
Balance as of December 31, 2022	$	(3,475,221)

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

*Certain balances have been restated and differ from the amount disclosed in prior years. See Note 2.

ICRYO FRANCHISE SYSTEMS LLC

STATEMENTS OF CASH FLOWS (RESTATED)

For the years ended December 31, 2022, 2021, and 2020

	2022	2021*	2020
Cash flow from operating activities:			
Net loss from continuing operations	$(1,132,260)	$ (656,480)	$ (143,300)
Adjustments to reconcile net loss to net cash provided (used) by operating activities:			
Depreciation	32,894	28,488	26,038
Bad debt	(3,616)	10,808	69,423
Changes in operating assets and liabilities:			
Accounts receivable	75,459	170,791	(142,902)
Deferred commissions	(47,223)	(108,946)	(15,645)
Accounts payable	(54,168)	(54,700)	126,514
Accrued expenses	(83,949)	69,223	11,032
Credit card liability	(90,162)	81,524	81,524
Deferred revenue	247,598	596,130	130,380
Net cash provided by continuing operations	(1,055,427)	136,838	143,064
Net cash used by discontinued operations	-	-	(634,237)
Net cash provided (used) by operating activities	(1,055,427)	136,838	(491,173)
Cash flows from investing activities:			
Purchase of property and equipment	(16,274)	(22,517)	(5,510)
Net cash used by investing activities	(16,274)	(22,517)	(5,510)
Cash flows from financing activities:			
Net change in due to/from affiliates	-	(210,542)	320,941
Net change in line of credit	(31,319)	25,198	(15,784)
Draws on notes payable	1,262,755	554,745	262,675
Member distributions	(147,011)	(475,365)	(22,002)
Net cash provided (used) by financing activities	1,084,425	(105,964)	545,830
Net change in cash	12,724	8,357	49,147
Cash at the beginning of the year	88,166	79,809	30,662
Cash at the end of the year	$ 100,890	$ 88,166	$ 79,809
Supplementary disclosures of cash flows			
Cash paid for interest	$ 30,910	$ 67,408	$ 32,384

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

*Certain balances have been restated and differ from the amount disclosed in prior years. See Note 2.

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

(a) Nature of Business

iCryo Franchise Systems LLC (the "Company") was formed on September 8, 2017, in the state of Texas as a Limited Liability Company for the principal purpose of conducting franchise sales, marketing, and management of the iCryo franchise system.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

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

(c) Use of Estimates

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

(d) Reclassification

Certain amounts in the prior period financial statements have been reclassified to conform to the presentation of the current period financial statements. These reclassifications had no effect on the previously reported results of operations.

(e) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of December 31, 2022, 2021, and 2020, the Company had cash and cash equivalents of $100,890, $88,166, and $79,809, respectively.

(f) Accounts Receivable

Accounts receivable represents amounts due from franchisees for various fees. The provision for uncollectible amounts is continually reviewed and adjusted to maintain the allowance at a level considered adequate to cover losses. The allowance is management's best estimate of uncollectible amounts and is determined based on historical performance that is tracked by the Company on an ongoing basis. The losses ultimately incurred could differ materially in the near term from the amounts estimated in determining the allowance. As of December 31, 2022, the Company determined that no allowance for doubtful accounts was necessary. As of December 31, 2021 and 2020, management recorded an allowance of $31,357 and $69,423, respectively. As of December 31, 2022, 2021, and 2020, the Company had net accounts receivable of $179,912, $286,383, and $433,354, respectively.

(g) Income Taxes

The Company is structured as a limited liability company under the laws of the state of Texas. Accordingly, the income or loss of the Company will be included in the income tax returns of the member. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under ASC 740, *Accounting for Uncertainty in Income Taxes*. ASC 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2022, the 2021, 2020, and 2019 tax years are subject to examination.

(h) Revenue Recognition

The Company's revenues consist of fees from franchised locations operated by conventional franchisees and area developers. Revenues from franchisees consist of initial franchise fees, royalties and marketing fees based on a percentage of gross revenues, and technology fees. Revenues area developers consist of initial fees.

On January 1, 2020, the Company adopted ASC 606, *Revenue from Contracts with Customers* using the modified retrospective method. This method allows the standard to be applied retrospectively through a cumulative catch-up adjustment recognized upon adoption. As such, comparative information in the Company's financial statements has not been restated and continues to be reported under the accounting standards in effect for those periods. The cumulative adjustment recorded upon adoption of ASC 606 consisted of deferred commissions of $105,847 and deferred initial franchise fees of $882,062, with a net retained earnings reduction of $776,215.

ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue.

For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the transaction price and the Company's performance obligations. Upon evaluation of the five-step process, the Company has determined that royalties and marketing fees are to be recognized in the same period as the underlying sales. Technology fees are recognized the period the services are provided. Initial fees received from area developers are amortized over the life of the agreement.

In allocating the transaction price and recognizing the revenue associated with initial franchise fees, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. The practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation. These pre-opening services include the following:

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping

The Company has determined that the fair value of pre-opening services exceeds the initial fees received; as such, the initial fees are allocated to the pre-opening services, which are recognized as revenue upon commencement of operations.

(i) Leasing

The Company adopted ASC 842, *Leases* upon inception. The Company has made an accounting policy election not to recognize right-of-use assets and lease liabilities that arise from any of its short-term leases. All leases with a term of 12 months or less at commencement, for which the Company is not reasonably certain to exercise available renewal options that would extend the lease term past 12 months, will be recognized on a straight-line basis over the lease term.

(j) Advertising Costs

The Company expenses advertising costs as incurred. Advertising expenses for the fiscal years ended December 31, 2022, 2021, and 2020 were $124,961, $9,194, and 241,511, respectively.

(k) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable, and accrued expenses, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

(l) Concentration of Risk

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

(2) Correction of Errors

During the year ended December 31, 2021, the Company allocated payroll to affiliates through common ownership through member distributions. During the year ended December 31, 2022, management determined that this allocation was inappropriate upon further review of the work performed by these employees. This error has no effect on the member deficit as of December 31, 2021. Due to the error on the statements of operations and members' deficit, management has determined that a restatement of the financial statements for the year ended December 31, 2021 is required.

The following financial statement areas have been affected as of December 31, 2021:

	As Previously Reported	Adjustments	Restated
General and administrative expense	$ 356,388	$ 1,165,213	$ 1,521,601
Net income (loss)	508,733	(1,165,213)	(656,480)
Member distributions	(1,640,578)	1,165,213	(475,365)

(3) Related Party Transactions

The Company has provided and drawn on funds to and from affiliated entities. These balances do not accrue interest and are due upon demand. As of December 31, 2022, 2021, and 2020, the amount due to affiliates was $63,391, $63,391, and $273,933, respectively.

(4) Discontinued Operations

As of January 1, 2021, management determined to move all construction and equipment sales to affiliates through common ownership. The financial statements for the year ended December 31, 2021 do not contain these discontinued operations. For the year ended December 31, 2020, the effect of these discontinued operations were as follows:

	2020
Revenue from discontinued operations	
Equipment sales	$ 1,274,142
Construction services	1,840,496
Total revenue from discontinued operations	3,114,638
Cost of revenues	2,387,277
Gross profit from discontinued operations	727,361
Operating expenses from discontinued operations	
General and administrative	1,267,589
Advertising and marketing	3,858
Legal and professional fees	90,151
Total operating expenses from discontinued operations	1,361,598
Net loss from discontinued operations	$ (634,237)

(5) Property and Equipment

As of December 31, 2022, 2021, and 2020, the Company's property and equipment were as follows:

	2022	2021	2020
Furniture and office equipment	$ 59,461	$ 53,887	$ 42,641
Leasehold improvements	21,342	21,342	10,072
Equipment	88,500	78,000	78,000
	169,303	153,229	130,713
Less: accumulated depreciation	(106,131)	(73,437)	(44,950)
	$ 63,172	$ 79,792	$ 85,763

Depreciation expense for the years ended December 31, 2022, 2021, and 2020 was $32,894, $28,488, and $26,038, respectively.

(6) Accrued Expenses

As of December 31, 2022, 2021, and 2020, the Company's accrued expenses consisted of accrued payroll and accrued settlement fees (see Note 9) of $3,104, $87,053, and $17,830, respectively.

(7) Notes Payable

As of December 31, 2022, 2021, and 2020, the Company's notes payable consisted of the following:

	2022	2021	2020
Note payable with the Small Business Administration ("SBA") with an initial principal balance of $149,900 during 2020, with an additional draw of $350,000 during 2021. Note accrues interest at a rate of 3.75% per annum with monthly payments of $2,520 beginning in 2022. Balance includes accrued interest of $13,161.	$ 2,080,175	$ 513,061	$ 149,900
Note payable with a third-party financial institution as part of the Payroll Protection Program administered by the SBA. Loan had an initial principal balance of $154,047 and accrued interest at a rate of 1% per annum. Full balance was forgiven during 2022.	-	154,047	-
Note payable with a third-party financial institution with an initial principal balance of $242,315, with weekly payments of $8,125 through June 2022. The loan accrued interest at a rate of 18% per annum.	-	150,312	-
Note payable with a third-party financial institution as part of the Payroll Protection Program administered by the SBA. Loan had an initial principal balance of $112,775 and accrued interest at a rate of 1% per annum. Full balance was forgiven during 2021.	-	-	112,775
	2,080,175	817,420	262,675
Less: current maturities	(41,160)	(309,719)	(114,019
	$ 2,039,015	$ 507,701	$ 148,656

(8) Franchise Agreements

The Company's franchise agreements generally provide for a payment of initial fees as well as continuing royalties, technology fees, and marketing fees to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the iCryo system for a period of ten years. Under the Company's revenue recognition policy, franchise fees and any corresponding commissions are recognized when the franchisee begins operations. For any franchisees that have not yet begun operations as of year-end, the Company defers both the revenues and commissions. All locations that are expected to begin operations within the following year are categorized as current, while all others are classified as non-current.

The Company has estimated the following current and non-current portions of deferred contract costs as of December 31, 2022, 2021, and 2020:

	2022	2021	2020
Deferred commissions, current	$ 128,007	$ 63,082	$ 20,438
Deferred commissions, non-current	149,654	167,356	101,054
	$ 277,661	$ 230,438	$ 121,492

The Company has estimated the following current and non-current portions of deferred revenue as of December 31, 2022, 2021, and 2020:

	2022	2021	2020
Deferred revenue, current	$ 771,556	$ 393,020	$ 170,320
Deferred revenue, non-current	1,084,614	1,215,552	842,122
	$ 1,856,170	$ 1,608,572	$ 1,012,442

(9) Commitments and Contingencies

(a) Litigation

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

During the year ended December 31, 2021, the Company entered into mediation with a former franchisee to settle a previously filed suit in which the franchisee alleged negligence and fraud. The Company tentatively settled with the former franchisee in the amount of $84,000, and that amount was recorded as other expense on the statement of operations and included in accrued expenses on the balance sheet as of December 31, 2021. During the year ended December 31, 2022, the mediation was settled, requiring no payment from the Company. The accrued expense was removed, resulting in other income on the statement of operations.

(b) COVID-19

On March 11, 2020, the World Health Organization classified the outbreak of a new strain of the coronavirus ("COVID-19") as a pandemic. The COVID-19 outbreak in the United States began in mid-March 2020 and has continued through 2022 and subsequent to the fiscal year end. It is continuing to disrupt supply chains and affect production and sales across a range of industries. Management believes the pandemic has had a material effect on the Company's operations, reducing revenue from both new and existing franchisees. The extent of the impact of COVID-19 on the Company's future operational and financial performance continues to evolve and will depend on certain ongoing developments, including the duration and spread of the outbreak, impact on the Company's customers and vendors all of which are uncertain and cannot be reasonably estimated. At this point, the full extent to which COVID-19 may impact the Company's future financial condition or results of operations is uncertain.

(10) Subsequent Events

Management has reviewed and evaluated subsequent events through July 24, 2023, the date on which the financial statements were issued.

EXHIBIT C

FRANCHISE AGREEMENT

---

iCRYO Franchise Systems, LLC

iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

TABLE OF CONTENTS

iCRYO FRANCHISE SYSTEMS, LLC

FRANCHISE AGREEMENT

THIS AGREEMENT is entered into and made effective this_____day of_____, 20____, by and between iCRYO Franchise Systems, LLC, a Texas limited liability company, with its principal business address at 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034 ("Franchisor") and_____with a principal address at___ ("Franchisee," "you", or "your").

BACKGROUND

A. Franchisor and/or its equity owners, parent, predecessor or affiliate, through the expenditure of considerable money, time and effort, have developed a system (the 'iCRYO System' or 'System') for the establishment, development and operation of iCRYO centers that, through an Authorized Medical Entity , provide cryotherapy and other health and wellness technologies, modalities and services (as such technologies, modalities and services may be modified and amended from time to time by Franchisor, the 'Services'). The System also includes providing non-clinical management services to a professional corporation or limited liability company approved by Franchisor with which Franchisee enters into an Administrative Services agreement (each, an 'Authorized Medical Entity'), which Authorized Medical Entity provides Services (such services provided by Franchisee, 'Franchisee Services'). The System includes our proprietary marks, recognized designs, decor and color schemes, trade dress, distinctive specifications for fixtures, IT platforms, equipment, and designs; know-how, and trade secrets; procurement of customers, sales techniques, and merchandising, marketing, advertising, record keeping and business management systems; quality control procedures; and procedures for operation and management of an iCRYO center pursuant to the Confidential Operations Manual provided by Franchisor and modified from time to time and other standards and specifications Franchisor otherwise provides. Because the Services may include services and activities of a nature and type that require, or may require, the administration, supervision, management, oversight, and performance by licensed medical professionals or healthcare providers pursuant to federal, state, or local rules, regulations, attorney general opinions, medical board pronouncements and determinations related to the practice of medicine and other related requirements (collectively, 'Care Provider Regulations') Franchisor may require that any or all Services be provided only by the Authorized Medical Entity.

B. The iCRYO System is identified by various trade names, trademarks and service marks used by Franchisor and its franchisees including, without limitation, the trademark "iCRYO" ®" and other identifying marks and symbols that Franchisor uses now or may later use as part of the iCRYO System (the "Proprietary Marks"). The rights to all the Proprietary Marks shall be owned exclusively by Franchisor, its equity owners, or its affiliate. Franchisor intends to further develop and use the Proprietary Marks to identify to the public Franchisor's standards of quality and the services marketed under the Proprietary Marks.

C. Franchisor is engaged in the business of granting franchises to qualified individuals and business entities to use the System to operate an iCRYO center.

D. Franchisee has applied to Franchisor for a franchise to operate an iCRYO center using the System and Proprietary Marks and to receive the training, confidential information and other assistance Franchisor provides. Franchisor has approved Franchisee's application in reliance upon all of the representations made in the application. Franchisee has conducted an independent investigation of the business contemplated by this Agreement inclusive of the applicable legal and regulatory requirements and recognizes that the cryogenic and alternative health and wellness technology and modality industry is highly competitive, with constantly changing market conditions, and Franchisee recognizes that the nature of the iCRYO Centers

may change over time, and that an investment in an iCRYO center involves business risks and that the success of the venture is largely dependent on Franchisee's own business abilities, efforts, and financial resources.

E. By executing this Agreement, Franchisee acknowledges the importance of Franchisor's quality and service standards and agrees to operate Franchisee's business in accordance with those standards and as described in the System. Franchisee also acknowledges that adhering to the terms of this Agreement and implementing the System as Franchisor directs are essential to the operation of Franchisee's business, to the System and to all Franchisor's franchisees.

In consideration of the mutual promises and commitments contained in this Agreement, together with other valuable consideration, the receipt and sufficiency of which is acknowledged, Franchisor and Franchisee agree as follows:

1. GRANT OF FRANCHISE

1.1 **Grant and Acceptance.** Franchisor grants to Franchisee, and Franchisee accepts, all subject to the terms of this Agreement, a franchise to establish and operate one iCRYO center using the iCRYO System and the Proprietary Marks pursuant to this Agreement (the "Franchised Business" or the "iCRYO Center"). Franchisee shall use the Proprietary Marks, participate in the promotional, advertising and educational programs that are made available to Franchisee, and have access to certain proprietary trade secrets, marketing expertise and business expertise of Franchisor, as they may be modified from time to time, in connection with the Franchised Business.

1.2 **Territory**. Franchisee shall establish and operate the Franchised Business within the protected area identified in Exhibit 1 to this Agreement (the "Protected Area"). Provided Franchisee complies with the terms of this Agreement, Franchisor shall not own, operate, franchise or license any other iCRYO Centers within the Protected Area, except Franchisor reserves the right to do so in other channels of distribution as described in Section 1.3. Franchisor and/or Franchisor's affiliates, retain all other rights, including without limitation, the unrestricted rights (i) in connection with a merger or acquisition, to own, operate, franchise or license, both within and outside the Protected Area, businesses operating under names other than the Proprietary Marks regardless of whether or not these other concepts offer products and services which are similar to or compete with those offered by the Franchised Business and regardless of location, and the right to convert those locations to iCRYO Centers, (ii) the right to be acquired by (or merge or become affiliated with) any other business operating under names other than the Proprietary Marks, including a competing business with locations anywhere which may result in the required conversion of franchised businesses; (iii) to distribute products and services as described in Section 1.3, both within and outside the Protected Area; (iv) to use and to license others to use, the System for the operation and licensing of other iCRYO Centers at any locations outside of the Protected Area; and (v) the right to establish and operate, and allow others to establish and operate, businesses operating under different trade names, trademarks or service marks that may offer products and services which are identical or similar to products and services offered by iCRYO Centers, inside or outside the Protected Area.

1.3 **Other Channels of Distribution**. Subject to the restrictions in Section 1.2, Franchisor and Franchisor's, parent, predecessor and affiliate, reserve the unrestricted right to offer products and services, whether now existing or developed in the future, identified by the

Proprietary Marks or other marks Franchisor and/or Franchisor's parent, predecessor and/or affiliate, own or license, through any distribution method they may establish, and may franchise or license others to do so, both within and outside the Protected Area, regardless of whether the offering of products or services in the other channels of distribution compete with the Franchised Business. These other channels of distribution may include locations and venues other than an iCRYO center, including but not limited to, retail establishments, mail order, catalogs, the Internet, and any similar outlets or distribution methods as Franchisor and/or its affiliate, determine, in their sole discretion. This Agreement does not grant Franchisee any rights to distribute products through other channels of distribution as described in this Section 1.3, and Franchisee has no right to share, nor does Franchisee expect to share, in any of the proceeds Franchisor and/or Franchisor's affiliate, or other franchisees or licensees or any other party receives in connection with the alternate channels of distribution.

2. TERM AND RENEWAL

2.1 **Term**. This Agreement grants rights to Franchisee for a period of 10 years and is effective when signed by Franchisor.

2.2 **Renewal**. Franchisee shall have the right to renew this Agreement for one period of 10 years if the following conditions have been met:

2.2.1. Franchisee has given Franchisor written notice of its election to renew the franchise not less than 6 months nor more than 13 months prior to the expiration of the current term;

2.2.2. Franchisee owns or has the right under a lease to occupy the premises of the Franchised Business for an additional 10 years and has presented evidence to Franchisor that Franchisee has the right to remain in possession of the premises of the Franchised Business for the duration of the renewal term; or, in the event Franchisee is unable to maintain possession of the premises of the Franchised Business, Franchisee has secured substitute premises approved by Franchisor by the expiration date of this Agreement;

2.2.3. Franchisee has completed, no later than 30 days prior to the expiration of the then- current term and to Franchisor's satisfaction, all maintenance, refurbishing, renovating and remodeling of the premises of the Franchised Business and all of the equipment, fixtures, furnishings, interior and exterior signs as Franchisor shall reasonably require so that the premises reflect the then-current image of an iCRYO center.

2.2.4. Franchisee is not in default of any provision of this Agreement or any other related agreement between Franchisee and Franchisor or its parent, subsidiaries, predecessor and/or affiliate, either at the time Franchisee gives notice of its intent to renew or at any time after through the last day of the then current term, and Franchisee has substantially complied with all of these agreements during their respective terms;

2.2.5. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor and/or its parent, subsidiaries, predecessor and affiliate or otherwise pursuant to the Franchise Agreement;

2.2.6. Franchisee has executed, at the time of such renewal, Franchisor's then-current form of franchise agreement, the terms of which may vary materially from the terms of this

Agreement and may include, without limitation, higher royalty and advertising fees. The renewal franchise agreement, when executed, shall supersede this Agreement in all respects;

2.2.7. Franchisee at its expense has satisfied Franchisor's then-current training requirements for new franchisees as of the date of the renewal;

2.2.8. Franchisee has paid a renewal fee to Franchisor equal to 25% of Franchisor's then-current initial franchise fee; and

2.2.9. Franchisee has executed a release of any and all claims against Franchisor and its parent, subsidiaries, predecessor and affiliate, and their shareholders, members, officers, directors, agents, employees, attorneys and accountants arising out of or related to this Agreement or any related agreement. The release shall contain language and be of the form chosen by Franchisor, except the release shall not release any liability specifically provided for by any applicable state statute regulating franchising. Franchisor's current form of release is attached to the Franchise Agreement as Exhibit 6.

3. LOCATION

3.1 **Approved Location**. Franchisee is granted a non-exclusive franchise, which permits the operation of a single Franchised Business within the Protected Area at the location identified in Exhibit 1 to this Agreement or a location subsequently agreed upon in writing by Franchisor and Franchisee (the "Approved Location"). If the Approved Location is not identified in Exhibit 1 when the parties execute this Agreement, Franchisee shall find a location and submit it to Franchisor for approval as required in Section Franchisee shall not operate another business at the Approved Location. Franchisee is unrestricted as to the geographic area from which it may obtain business as a System franchisee; however, Franchisee may not make any sales from a location, other than the Approved Location, without the Franchisor's prior written permission. Franchisee shall not conduct any mail order, catalog or Internet business without the express approval of the Franchisor.

3.2 **Site Search; Purchase or Lease of Premises**. Franchisee is responsible for finding a site for the Franchised Business. Franchisee shall use its best efforts to find a suitable location subject to Franchisor's procedures and guidelines. Franchisor must grant written authorization before Franchisee may proceed with any proposed location. Franchisee acknowledges that Franchisor's approval of the Approved Location does not constitute a recommendation, endorsement, guarantee or warranty of any kind, express or implied, by the Franchisor of the suitability or profitability of the location. If Franchisor recommends or provides Franchisee with any information regarding a site for the Franchised Business, that is not a representation or warranty of any kind, express or implied, of the site's suitability for an iCRYO center or any other purpose. Franchisor's recommendation or approval of any site only indicates that Franchisor believes that the site meets Franchisor's then acceptable criteria that have been established for Franchisor's own purposes and is not intended to be relied upon by Franchisee as an indicator of likely success. Criteria that have appeared effective with other sites and other locations might not accurately reflect the potential for all sites and locations. Franchisor is not responsible if a site and location fails to meet Franchisee's expectations. Franchisee acknowledges and agrees that its acceptance of the selection of the Approved Location is based on Franchisee's own independent investigation of the site's suitability for the Franchised Business.

Franchisee shall provide Franchisor with any information Franchisor requests and a copy of the proposed lease or purchase agreement in connection with Franchisor's review. In order for Franchisor to approve any designation of the Approved Location in Exhibit 1 at the time of execution of this Agreement, Franchisee must have supplied Franchisor with all required information and copies of proposed agreements prior to the execution of this Agreement. Franchisee shall not sign any lease or purchase agreement for the Approved Location until this Agreement is fully executed by both parties and Franchisor has granted approval of the agreement in writing.

If the Approved Location is not designated in Exhibit 1 at the time of execution of this Agreement, Franchisee must complete all steps to acquire a suitable location within 120 days after the date of execution of this Agreement. Within the 120 day period, Franchisee must: (i) find a suitable site, meeting Franchisor's specifications; (ii) submit a request for approval of the proposed site; (iii) deliver all information and copies of proposed agreements; (iv) receive Franchisor's written approval; and (v) upon Franchisor's approval, either enter into a lease or sublease for the site, meeting Franchisor's requirements, including the requirements listed in Section 3.3, or enter into an agreement to purchase the site. The Franchisor has the option to extend the period for an additional 90 days provided Franchisee diligently complied with the other obligations of this Section 3.2. If Franchisee or its equity owner or affiliate purchases or owns the Approved Location, Franchisee (or its equity owner or affiliate) shall grant Franchisor an option to purchase or lease the site upon termination or expiration of this Agreement at the fair market value or fair market rent.

3.3 **Lease or Purchase**.

3.3.1. Franchisor shall not approve any lease for the proposed location unless it contains certain provisions, including (i) a limitation that the premises shall be used only for an iCRYO center; (ii) a prohibition against assignment or subletting by Franchisee without Franchisor's prior written approval; (iii) permission for Franchisor to enter the premises and make changes to protect the Proprietary Marks; (iv) concurrent written notice to Franchisor of any default and the right (but not the obligation) for Franchisor to cure such default; (v) the right, at Franchisor's election, to receive an assignment of the lease upon the termination or expiration of the Franchise Agreement; and (vi) a prohibition against the lease being modified without Franchisor's prior written consent. In addition, prior to execution of the lease, Franchisor and Franchisee shall execute the Collateral Assignment of Lease which grants Franchisor the right but not the obligation to assume the lease upon Franchisee's default under the lease or this Agreement. Upon execution of the lease, Franchisor and lessor shall execute the Consent and Agreement of Lessor. The Collateral Assignment of Lease and Consent and Agreement of Lessor shall be in the forms attached as Exhibit 4 to this Agreement. Franchisee shall deliver an executed copy of the lease to Franchisor within 15 days after the execution of the lease.

3.3.2. Franchisor's review of the lease or purchase agreement for the Approved Location does not constitute Franchisor's representation or guarantee that Franchisee shall succeed at the selected location, nor an expression of Franchisor's opinion regarding the terms of the lease, purchase agreement or the viability of the location. Acceptance by the Franchisor of the lease or purchase agreement shall simply mean that the terms contained in the lease or purchase agreement, including general business terms, are acceptable to Franchisor. Franchisee acknowledges that it is not relying on Franchisor's lease or purchase agreement negotiations, lease or purchase agreement review or approval, or site approval and acknowledges that any involvement by Franchisor in lease negotiations is for the sole benefit of Franchisor. Franchisee acknowledges and understands that it has been advised to obtain its own competent counsel to

review the lease or purchase agreement before Franchisee signs any lease or purchase agreement.

3.4 **Relocation**. In the event the lease term is shorter than the term of this Agreement and the lease cannot be renewed or extended, or Franchisee cannot continue for any other reason to occupy the Approved Location, Franchisee shall relocate the Franchised Business to a site mutually acceptable to Franchisee and Franchisor in accordance with Franchisor's specifications and subject to Section 3.2 and Section 3.3, in order to complete the balance of the term of this Agreement. Franchisee shall give Franchisor notice of Franchisee's intent to relocate, pay the then-current relocation fee and must complete all steps to either enter into a lease or sublease or an agreement to purchase the site within 60 days after closing the Franchised Business at the original location. Franchisee must open the Franchised Business for business at the new location within 180 days of closing the original location. If Franchisee fails to comply with the terms of this Section 3.4, Franchisor may terminate this Agreement.

4. FEES AND COSTS

4.1 **Initial Franchise Fee**. Franchisee shall pay Franchisor an initial franchise fee in the amount of $49,500 via wire transfer or ACH, at the time of execution of this Agreement. The initial franchise fee is payable when you sign the franchise agreement. The initial franchise fee is fully earned and is not refundable under any circumstances. If Franchisee is a qualified veteran who has been honorably discharged from the US Armed Forces a 35% reduction will be applied off the initial franchise fee for the first iCRYO Franchised Business. All documents must be submitted to Franchisor for verification and approval purposes. The applicable candidate must own 51% or more of the assets of the Franchised Business or of the business entity that is the Franchisee.

4.1.1. **Currency.** All amounts payable by Franchisee to Franchisor under this Agreement will be in United States Dollars.

4.2 **Royalty Fee**.

4.2.1. **Royalty; Gross Revenues.** Franchisee shall pay to Franchisor a weekly royalty fee on all "**Gross Revenues**" of the Franchised Business during the preceding week. Though payable on a weekly basis, the minimum monthly royalty fee is $2,600. The royalty fee percentage payable on Gross Revenues depends on the total annual Gross Revenue for the prior full calendar year. If you open your iCRYO Franchised Business during a calendar year, your royalty fee will be adjusted based on the next full calendar year. For annual Gross Revenue of up to $750,000 the royalty fee is 6.5%. For annual Gross Revenue of $750,001 up to $1,250,000 the royalty fee is 6.0%. For annual Gross Revenue of $1,250,001 up to $1,999,999 the royalty fee is 5.5%. For annual Gross Revenue of $2,000,000 or more the royalty fee is 5%. By way of example, you will pay an amount equal to 6.5% of your Gross Revenue in royalty fee until you have been in operation for one full calendar year, provided that in any month your total royalty payments must be at least $2,600. If your annual Gross Revenue for that first calendar year is $1,000,000, your royalty fee for the following calendar year will be 5.5%, provided that in any month your royalty payments will be at least $2,600. If you operate another Franchised Business under another franchise agreement, the Gross Revenue for that Franchised Business will not be cumulated with the Gross Revenue for the Franchised Business operated pursuant to this Agreement. 'Gross Revenues' shall include all income of any type or nature and from any source that you derive or receive directly or indirectly from, through, by or on account of the operation of the Franchised Business, at any time after the signing of your Franchise Agreement, in whatever form and from

whatever source, including, but not limited to, cash, services, in kind from barter and/or exchange, gift cards (when purchased not when redeemed) on credit or otherwise, as well as business interruption insurance proceeds, all without deduction for expenses, including marketing expenses and taxes. Gross Revenues also includes all revenues and receipts of the Authorized Medical Entity received in connection with the performance of Services at the Franchised Business, less any administrative services fees paid under the Administrative Services Agreement between you and the Authorized Medical Entity. However, the definition of Gross Revenues does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities, or customer refunds or adjustments. Franchisee agrees to pay all of these taxes when due. Each charge or sale upon installment or credit shall be treated as having been received in full by Franchisee at the time the charge or sale is made, regardless of when or if Franchisee receives payment. Sales relating to items for which the full purchase price has been refunded or the item exchanged shall be excluded from Gross Revenues at the time of refund or exchange, provided that these sales have previously been included in Gross Revenues. Franchisees eligible to participate in our veteran discount program listed in 4.1 above will not be charged any royalty fees for the first 6 months of operation.

4.2.2. **Payment; Reporting**. The royalty fee shall be paid by Franchisee via ACH on Wednesday each week for the preceding week, or another day Franchisor specifies, beginning at the time the first transaction is run (generally soft opening). Franchisor reserves the right to decrease collection frequency, including the right to collect transactionally. Franchisee must provide weekly summaries of sales and services rendered during the preceding week no later than the day following the close of the reporting week and Franchisee must provide monthly profit and loss statements by the 15th day of each month for the previous month (hereinafter, "Reports"). The Reports shall accurately reflect all monies received or accrued, sales or other services performed during the relevant period and such other additional information as may be required by Franchisor as it deems necessary in its sole discretion to properly evaluate the progress of Franchisee. Franchisee shall provide the Reports in the manner that Franchisor specifies, or at such time that Franchisor specifies. If Franchisee fails to submit any weekly sales Report on a timely basis, Franchisor may withdraw from Franchisee's operating account 120% of the last Royalty Fee debited. Any overpayments from the withdrawn amount shall be forwarded to Franchisee or credited to Franchisee's account; Franchisee shall pay any underpayments, with interest.

4.2.3. **Single Operating Account; ACH**. Franchisee shall make suitable arrangements for on time delivery of payments due to or collected by Franchisor under this Agreement. Franchisee shall designate one account at a commercial bank of its choice (the "Account") for the payment of continuing periodic royalty, contributions to the Fund (defined in Section 4.3.3.1) and any other amounts due Franchisor in connection with this Agreement and the Franchised Business. Franchisor shall have "view- only" access. In addition, Franchisee shall furnish the bank with authorizations necessary to permit Franchisor to make withdrawals from the Account by electronic funds transfer. Franchisee shall bear any expense associated with these authorizations and electronic funds transfers. Franchisee shall pay Franchisor its actual cost incurred for bank charges, plus a reasonable administrative fee in Franchisor's sole discretion if the electronic funds transfer attempt is unsuccessful in whole or in part, or rejected, or if Franchisee closes the operating account, or any check or other means of payment used is returned not paid. Franchisor shall provide Franchisee with a written confirmation of electronic funds transfers, which may be made monthly and which Franchisor may send by facsimile, email, or other electronic means.

4.3 **Advertising**. Franchisee agrees to actively promote the Franchised Business and to abide by all of Franchisor's advertising requirements. Franchisee shall comply with each of its advertising obligations provided in this Agreement notwithstanding the payment by other iCRYO System franchisees of greater or lesser advertising obligations or default of these obligations by any other franchisees. With regard to advertising generally for the Franchised Business, Franchisee shall place or display at the Franchised Business premises (interior and exterior) only such signs, emblems, lettering, logos and display and advertising materials as Franchisor approves in writing from time to time. No outside solicitations are permitted. All advertising, marketing and promotion by Franchisee of any type shall be conducted in a dignified manner, shall coordinate and be consistent with Franchisor's marketing plans and strategies and shall conform to the standards and requirements Franchisor prescribes. If Franchisor determines at any point that any advertising materials no longer conform to System requirements, Franchisor shall provide Franchisee with notice of the same, at which point Franchisee shall promptly discontinue such use. Except as may otherwise be approved in writing by Franchisor, Franchisee shall not use any advertising or promotional materials which Franchisor has not approved in writing (including, without limitation, any brand collateral materials which will be distributed by Franchisor or Franchisor's designated vendor), and Franchisee shall promptly discontinue use of any advertising or promotional materials previously approved, upon notice from Franchisor.

4.3.1. **Grand Opening Advertising.** During the 30-day period before the opening of the Franchised Business through the 60-day period after the opening of the Franchised Business, Franchisee shall expend $20,000 - $25,000 on grand opening advertising and promotion in and/or for Franchisee's market area. Franchisor shall make such expenditure in accordance with Franchisor's written requirements and specifications. Franchisee has the right, but is not required, to spend additional sums with respect to grand opening advertising. Franchisee shall keep detailed records of all expenditures and provide these records to Franchisor within 15 days if Franchisor requests them.

4.3.2. **Minimum Advertising Expenditure; Local Advertising**. After opening the Franchised Business, Franchisee is required to spend greater of the two, either $4,000 or 4% of Gross Revenue per month on local advertising of the iCRYO Center and the Services, which must include advertising on social media and, at Franchisee's discretion, in print, radio, television or internet form as described in this Section 4.3.2 and in Section 4.3.3 ("Minimum Advertising Expenditure"). Franchisor has the right to request receipts and invoices to support this marketing and advertising spend and Franchisee shall provide the information in the manner that Franchisor specifies, at such time that Franchisor specifies. On an annual basis, an advertising and marketing plan (the "Marketing Plan") must be developed by Franchisee and submitted to Franchisor. Franchisee must comply with all requirements regarding the Marketing Plan, including use of approved vendors, approved advertising and marketing materials, placement and purchase of advertising and marketing materials and media, and compliance with all promotional recommendations. Franchisee must submit to Franchisor, for approval, at least thirty (30) days in advance of placement deadlines, copies of all advertising and promotional materials, including but not limited to, business cards, signs, displays and mail outs. If Franchisee proposes to use any advertising which Franchisor has not previously approved, Franchisor has the right to condition approval of the proposed advertising upon Franchisee's agreement to provide other System franchisees, whose businesses are located within the circulation area of the proposed advertising, the opportunity to contribute to and to participate in the advertising. At Franchisor's request, Franchisee must include certain language in its local advertising materials, including "Franchises Available" and/or "Each Franchise Location Independently Owned and Operated", Franchisor's website address and telephone number.

4.3.3. **National Ad Fund**.

4.3.3.1. Franchisor has the right to establish, administer and control the National Ad Fund (the "Fund"). Franchisee agrees to contribute to the Fund an amount up to 2% of Franchisee's weekly Gross Revenues (currently 1% of the weekly Gross Revenues of the Franchised Business) at the same time and in the same manner Franchisee makes payment of royalties or as otherwise directed by Franchisor. Franchisee agrees to expend and/or contribute all advertising fees required under this Agreement notwithstanding the actual amount of contribution by other franchisees of Franchisor, or of default of this obligation by any other franchisees. Franchisor may maintain contributions to the Fund in a separate bank account or hold them in Franchisor's general account and account for them separately, or Franchisor may establish separate entities to administer the Fund and the Fund contributions. Franchisor intends the Fund to be of perpetual duration, but Franchisor maintains the right to terminate the Fund or to create new Fund accounts or merge accounts. Franchisor shall not terminate the Fund until all money in the Fund has been expended for advertising and/or marketing purposes or returned to contributors on the basis of their respective contributions. The money contributed to the Fund shall not be considered to be trust funds. Franchisor and any designee shall not have to maintain the money in the Fund in interest bearing accounts or obtain any level of interest on the money. Franchisor does not owe any fiduciary obligation for administering the Fund.

4.3.3.2. Franchisor has the right to use Fund contributions, at its discretion, to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which Franchisor believes will enhance the image of the iCRYO System, including the costs of preparing and conducting radio, television, electronic and print advertising campaigns in any local, regional or national medium; utilizing networking media sites, such as Facebook, Twitter, LinkedIn, and on-line blogs and forums; developing, maintaining, and updating a World Wide Web or Internet site for iCRYO locations; direct mail advertising; deploying social networking promotional initiatives through online media channels; marketing surveys; employing advertising and/or public relations agencies to provide assistance; purchasing promotional items; conducting and administering in-store promotions and "mystery shopper" program(s) which may include call recording; implementation and use of Client Relationship Management software and solutions; and providing promotional and other marketing materials and services to the businesses operating under the System.

Franchisor is not required to spend any amount of Fund contributions in the area in which the Franchised Business is located. Franchisor's decisions in all aspects related to the Fund shall be final and binding. Franchisor may charge the Fund for the costs and overhead, if any, Franchisor incurs in activities reasonably related to the creation and implementation of the Fund and the advertising and marketing programs for franchisees.

These costs and overhead include the proportionate compensation of Franchisor's employees who devote time and render services in the conduct, formulation, development and production of advertising, marketing and promotion programs or who administer the Fund. At Franchisee's written request, Franchisor shall provide fiscal year end unaudited financial statements and an accounting of the applicable Fund expenditures when available. Franchisee may have to purchase advertising materials produced by the Fund, by Franchisor or by its parent, predecessor or affiliate, and Franchisor, or its parent, predecessor or affiliate, may make a profit on the sale. Franchisor reserves the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information. The Fund may spend

more or less than the total annual Fund contributions in a given fiscal year and may borrow funds to cover deficits. Fund contributions not spent in the fiscal year in which they accrue, will be carried over for use during the next fiscal year.

4.3.3.3. The advertising and promotion Franchisor conducts is intended to maximize general public recognition and patronage of System businesses and the iCRYO brand generally in the manner that Franchisor determines to be most effective. Franchisor is not obligated to ensure that the expenditures from the Fund are proportionate or equivalent to Franchisee's contributions or that the Franchised Business or any iCRYO business shall benefit directly or pro rata or in any amount from the placement of advertising.

4.3.3.4. From time to time, Franchisor may, in its sole discretion, establish special promotional campaigns applicable to the iCRYO System franchisees as a whole or to specific advertising market areas. If Franchisee participates in any special promotional programs, Franchisee shall be required to pay for the development, purchase, lease, installation and/or erection of all materials necessary to such promotional campaigns, including but not limited to posters, banners, signs, photography or give-away items. Franchisee may not offer any special promotional programs without Franchisor's prior written consent. Additionally, Franchisee shall be required to offer any and all discounts mandated by Franchisor to clients designated by Franchisor to receive same.

4.3.4. **Website Requirements**. Franchisee shall not develop, own or operate any website (or establish any other online presence or post to any social media platform) using the Proprietary Marks or otherwise referring to the Franchised Business or the products or services sold under the iCRYO System (the "Website") without Franchisor's prior written approval. All content of the Website is deemed to be advertising and must comply with the requirements Franchisor establishes for websites in the Confidential Operations Manual or otherwise. If Franchisor requires, Franchisee shall establish the Website as part of the website(s) Franchisor or the Fund or Franchisor's designee establishes. Franchisee shall establish electronic links to Franchisor's website(s) or any other website Franchisor designates. Franchisor has the right, but not the obligation, to establish and maintain a website, which may promote the Proprietary Marks and /or iCRYO System and/or the businesses operating under the iCRYO System. You must pay to Franchisor any fee imposed by Franchisor or your pro rata share of any fee imposed by a third-party service provider, as applicable, in connection with hosting the Website. Franchisor will have the sole right to control all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. Franchisor will also have the right to discontinue operation of the Website at any time without notice to Franchisee. Franchisee's webpage maybe removed and all mention of the iCRYO Center location may be removed from Franchisor's website and/or social media accounts anytime Franchisee is found to not be in compliance with the System or anything required under this Agreement. Access will be reinstated only once violations are deemed cured, in Franchisor's sole discretion. Currently, Franchisor does not charge any fee for franchisees for the use of its Website, but reserves the right to do so. Upon the expiration, termination or non-renewal of this agreement, Franchisee will assign any website domain or social media account used in connection with the Franchised Business to Franchisor.

4.3.5. **Advertising Cooperatives**. Franchisor reserves the right to create a regional advertising cooperative and require Franchisee to contribute an amount determined by the cooperative, up to 2% of Franchisee's monthly Gross Revenues. Amounts contributed to a cooperative will be credited against monies Franchisee is otherwise required to spend on local

advertising. Franchisee will not receive a credit against amounts required to be contributed to the Fund. Franchisor has the right to draft Franchisee's bank account for the advertising cooperative contribution and to pass those funds on to the respective cooperative. The cooperative members are responsible for the administration of their respective advertising cooperative, as stated in the by-laws that Franchisor approves. The by-laws and governing agreements will be made available for review by the cooperative's franchisee members. Franchisor may require a cooperative to prepare annual or periodic financial statements for review. Each cooperative will maintain its own funds; however, Franchisor has the right to review the cooperative's finances, if it so choose. The Franchised Business may not benefit directly or proportionately to its contribution to the Cooperative. Franchisor reserves the right to approve all of a cooperative's marketing programs and advertising materials. On 30 days written notice to affected franchisees, Franchisor may terminate or suspend a cooperative's program or operations. Franchisor may form, change, dissolve or merge any advertising cooperative.

4.4 **Step in Rights Fee.** The Franchisor reserves the right to step in should the Franchisee request it or should the Franchisor deem it necessary. Franchisee must pay Franchisor a fee equal to the greater of (a) 10% of the Franchised Business's weekly Gross Revenues or (b) $1,500 per week, in the same manner and at the same time as the Royalty Fee payment is made, unless otherwise designated by Franchisor. In addition, Franchisee will also be required to pay Franchisor's expenses (including reasonable attorney's fees incurred) and recurring fees due under this agreement, such as royalties. Franchisee must hold harmless Franchisor and its representatives for all actions occurring during the course of such temporary operation.

4.5 **Monthly Technology Fee.** Upon executing the franchise agreement, Franchisee must pay Franchisor an initial fee of $1,000. Thereafter, Franchisee must pay Franchisor a $195 pro-rated technology fee beginning the first month following the execution of Franchise Agreement. The full $995 amount will start the first month following construction permit being approved. The monthly Technology Fee will be payable on the 25th of each month in the same manner as the Royalty Fee payment is made, unless otherwise designated by Franchisor. The monthly Technology Fee will include all processes needed to achieve functionality of POS system and Reporting for the Franchised Business along with any other technologies needed for daily operations, including access to iCRYO's Microsoft Account. The Monthly Technology Fee currently includes 6 Microsoft E1 Licenses for the following: Operating Principal, Center Location, Center Manager, Primary RN, Center Medical, and Zenoti. Any additional Microsoft Licenses requested by Franchisee will be at the rate of $25/month for the base license. This additional fee will be payable in the same manner as the Royalty Fee, unless otherwise designated by Franchisor.

4.6 **Equipment Package Fee.** Franchisee must purchase from Franchisor or its designated supplier its opening equipment package consisting of furniture, fixtures and equipment. The Equipment Package Fee ranges from $330,500 - $485,500 (depending on the amount of square footage for the iCRYO Center).

4.7 **Collection Costs, Attorneys' Fees, Interest.** Any late payment or underpayment of the royalty fee, advertising contributions and any other charges or fees due Franchisor or its parent, predecessor, subsidiaries, or affiliate from Franchisee, shall bear interest from the due date until paid at the lesser of 18% interest per year or the highest lawful interest rate which may be charged for commercial transactions in the state in which the Franchised Business is located. If Franchisor engages an attorney to collect any unpaid amounts under this Agreement or any related agreement (whether or not a formal arbitration claim or judicial proceedings are initiated),

Franchisee shall pay all reasonable attorneys' fees, arbitration costs, court costs and collection expenses incurred by Franchisor. If Franchisee is in breach or default of any non-monetary material obligation under this Agreement or any related agreement, and Franchisor engages an attorney to enforce its rights (whether or not a formal arbitration claim or judicial proceedings are initiated), Franchisee shall pay all reasonable attorneys' fees, arbitration costs, court costs and other expenses incurred by Franchisor.

4.8 **Audit**. Franchisee shall maintain accurate business records, reports, correspondence, accounts, books and data relating to Franchisee's operation of the Franchised Business. At any time during normal business hours, Franchisor or its designee may enter the Franchised Business or any other premises where these materials are maintained and inspect and/or audit Franchisee's business records and make copies to determine if Franchisee is accurately maintaining same. Alternatively, upon request from Franchisor, Franchisee shall deliver these materials to Franchisor or its designee at such time and in such manner as requested by Franchisor. If any audit reveals that Franchisee has understated Gross Revenues by 5% or more, or if Franchisee has failed to submit complete Reports and/or remittances to Franchisor for any 2 reporting periods, or Franchisee does not make these materials available, Franchisee shall pay the reasonable cost of the audit and/or inspection, including the cost of auditors and attorneys, incurred by Franchisor, together with amounts due for royalty and other fees as a result of such understated Gross Revenues, including interest from the date when the Gross Revenues should have been reported, no later than fourteen (14) days after the completion of such audit.

4.9 **Financial Records and Reports**. Franchisee shall maintain for at least 5 fiscal years from their production, or any longer period required by law, complete financial records for the operation of the Franchised Business in accordance with generally accepted accounting principles and shall provide Franchisor with: (i) the Gross Revenue records, which Franchisor may access on a regular basis through the point of sale system or other equipment used in connection with the recording of Franchisee's Gross Revenues; (ii) unaudited annual financial reports and operating statements in the form specified by Franchisor, prepared by a certified public accountant or state licensed public accountant, within 60 days after the close of each fiscal year of Franchisee; (iii) state and local sales tax returns or reports within 15 days after their timely completion; (iv) federal, state and local income tax returns for each year in which the Franchised Business is operated within 60 days after their timely completion; and (v) such other reports as Franchisor may from time to time require, in the form and at the time prescribed by Franchisor, setting forth, without limitation, such items as client enrollment, quantities of inventory purchased, and the sources from which inventory was obtained. To assist Franchisee in recording and keeping accurate and detailed financial records for reports and tax returns, Franchisor, at its discretion, may specify the form in which the business records are to be maintained, provide a uniform set of business records to be used by Franchisee, and specify the type of point of sale system or other equipment and software to be used in connection with the recording of Gross Revenues. Franchisor may obtain Gross Revenues and other information from Franchisee by modem or other similar means, from a remote location, without the need for consent, at the times and in the manner as Franchisor specifies, in Franchisor's sole discretion.

4.10 **Taxes on Payments to Franchisor**. In the event any taxing authority, wherever located, shall impose any tax, levy or assessment on any payment made by Franchisee to Franchisor, Franchisee shall, in addition to all payments due to Franchisor, pay such tax, levy or assessment.

4.11 **No Right of Set Off**. Franchisee has no right to offset or withhold payments of any

kind owed or to be owed to Franchisor, or its parent, subsidiaries, predecessor or affiliate, against amounts purportedly due as a result of any dispute of any nature or otherwise, except as authorized by an award from a court of competent jurisdiction.

5. FRANCHISOR SERVICES

5.1 **Site Selection**.

5.1.1. **Site Selection Assistance**. Franchisor shall assist Franchisee in identifying potential locations that meet Franchisor's standards and criteria, including size, layout and other physical characteristics. Franchisor may, at its discretion, also provide Franchisee with demographic studies, competitive analyses, attendance at township approval meetings, review of licensing and zoning requirements. Site selection assistance provided by Franchisor does not relieve Franchisee of the primary obligation to locate a suitable site in the required timeframe.

5.1.2. **Site Selection Approval.** Franchisor shall review and approve or disapprove sites proposed by Franchisee for the location of the Franchised Business. Final site selection must be acceptable to both Franchisor and Franchisee. Upon the selection of a mutually acceptable site, Franchisor or its designee shall review Franchisee's proposed lease or purchase agreement for the premises. Neither Franchisor's acceptance of a site nor approval of a proposed lease or purchase agreement constitutes a representation or guarantee that the Franchised Business shall be successful.

5.2 **Layout**. Franchisor shall provide Franchisee with a copy of a floor plan designed for a prototypical iCRYO center. If leasehold improvements are not paid by the landlord under Franchisee's lease for the iCRYO Center, Franchisee must choose from one of Franchisor's approved contractors and pay a project management fee for general contracting project management services from Franchisor's affiliate. If the Franchisee already has one (1) location that has completed the construction process and is fully open and operational, Franchisee may elect to self-perform. This self-performance option is subject to Franchisor approval, would take place under the guidance of Franchisor's affiliate, or Franchisor's other designee, and would be subject to the minimum project management fee. Regardless of the option chosen, Franchisee shall construct and equip the Franchised Business in accordance with Franchisor's then-current approved specifications and standards pertaining to design and layout of the premises, and to equipment, signs, fixtures, furnishings, location and design and accessory features. The dollar amount of the project management fee will vary by the square footage of the iCRYO Center and the scope of the build out. The project management fee is nonrefundable. Franchisee shall bear the cost and responsibility of compliance with state or local ordinances, including but not limited to architectural seals, zoning and other permits. All costs of and connected with the construction, leasehold improvements, equipment, furnishings, fixtures, and signs are the responsibility of Franchisee. The layout, design and appearance (the "trade dress") of the Franchised Business shall meet Franchisor's approval and conform to Franchisor's standards and specifications as set forth in the Confidential Operations Manual, and Franchisee may not alter the trade dress without Franchisor's consent.

5.3 **Training.**

5.3.1. **Initial Training.** Franchisor shall provide, either itself or through its designee, an initial training program to be held in the greater Houston, Texas area or another place, at the times and places Franchisor shall designate, to include Franchisee Training and

Operations Training. Franchisor shall schedule an initial training program, at Franchisor's convenience, between the time Franchisee signs this Agreement and the time Franchisee is scheduled to open the Franchised Business. Franchisee, or if Franchisee is a business entity, Franchisee's Operating Principal, and Franchisee's Center Manager shall attend and complete the initial training program to Franchisor's satisfaction at least thirty (30) days prior to the opening of the Franchised Business. Franchisee shall be responsible for the personal expenses, including transportation to and from the training site and lodging, meals, and salaries during training, for individuals attending training. If initial training is otherwise required for Franchisee or any equity owner, Center Manager, or other employee, Franchisee shall pay Franchisor's then-current tuition for each person to attend the additional initial training program. Each of Franchisee's additional and/or replacement Center Managers shall attend and complete to Franchisor's satisfaction Franchisor's initial training program prior to assuming management responsibility. All employees must complete and pass Franchisor's internal required training prior to beginning work.

5.3.2. **On-Site Training**. Franchisor shall provide other on-going assistance as Franchisor deems appropriate and advisable. Subject to availability of personnel and at the request of Franchisee, Franchisor shall make available corporate personnel to provide additional on-site assistance at Franchisee's location, and may charge Franchisee its then-current tuition plus the travel, lodging and meal costs for Franchisor's trainers. Franchisor will provide Franchisee with opening assistance for up to seven days at no additional charge for Franchisee's first Franchised Business. Opening assistance for additional Franchised Businesses will be at the Franchisor's discretion.

5.3.3. **Refresher Courses; Supplemental Training.** Franchisor reserves the right to offer refresher courses and supplemental training programs, which, in Franchisor's sole discretion, may be optional or mandatory, from time to time, to Franchisee, its equity owners if Franchisee is a business entity, its Center Manager, instructors and/or its employees. In addition to paying Franchisor's then-current cost for tuition, Franchisee shall be responsible for the personal expenses, including transportation to and from the training site and lodging, meals, and salaries during training, for Franchisor's trainers.

5.3.4. **Administration of National Ad Fund**. Franchisor shall administer the advertising contributions to the Fund paid by Franchisor under this Agreement as described in Section 4.3.3.

5.4 **Continuing Consultation and Advice.** In addition to the assistance rendered Franchisee prior to opening, Franchisor shall provide Franchisee continuing consultation and advice as Franchisor deems advisable during the term of this Agreement regarding client procurement, sales and marketing techniques, inventory, personnel development and other business, operational and advertising matters that directly relate to the operation of the Franchised Business. Such assistance may be provided by telephone, facsimile, email, postings to Franchisor's intranet, periodically through on-site assistance by appropriate personnel of Franchisor, and/or other methods. Franchisor reserves the right to delegate any or all of its obligations under this Agreement to a third party of its choosing. Franchisor is not obligated to perform services set forth in this Agreement to any particular level of satisfaction, but as a function of Franchisor's experience, knowledge and judgment. Franchisor does not represent or warrant that any other services will be provided, other than as set forth in this Agreement. To the extent any other services, or any specific level or quality of service is expected, Franchisee must obtain a commitment for the provision of such service or level of service in writing signed by an authorized officer of iCRYO Franchise Systems, LLC, which shall be given only by the Chief Executive Officer

or President.

5.5 **Confidential Operations Manual.** Franchisor shall loan or otherwise provide access by Franchisee to one copy of a specifications, operations and procedures manual, and one copy of other books, binders, videos or other electronic media, intranet postings and other materials, and appropriate revisions as may be made from time to time, referred to collectively as the "Confidential Operations Manual". Franchisee shall operate the Franchised Business in strict compliance with the Confidential Operations Manual. From time-to-time Franchisor may, through changes in the Confidential Operations Manual or by other notice to Franchisee, change any standard or specification or any of the Proprietary Marks applicable to the operation of the Franchised Business or change all or any part of the System, and Franchisee shall take all actions, at Franchisee's expense, to implement these changes. Franchisor may vary the standards and specifications to take into account unique features of specific locations or types of locations, special requirements and other factors Franchisor considers relevant in its sole discretion. The Confidential Operations Manual shall be confidential and at all times remain the property of Franchisor. Franchisee shall not make any disclosure, duplication or other unauthorized use of any portion of the Confidential Operations Manual. The provisions of the Confidential Operations Manual constitute provisions of this Agreement as if fully set forth in this Agreement. Franchisee shall insure that its copy of the Confidential Operations Manual is current and up to date. If there is a dispute relating to the contents of the Confidential Operations Manual, the master copy maintained by Franchisor at its principal office shall be controlling. Franchisor may elect to provide the Confidential Operations Manual solely through Franchisor's website(s) and/or intranets or other electronic means without any need to provide Franchisee with a paper copy or other physical format. Franchisor may release the Confidential Operations Manual in sections at varying times. Franchisor will not release the Confidential Operations Manual until (i) Franchisee has obtained municipal approval; (ii) Franchisee has closed on all loans for the Franchised Business; and (iii) a lease or purchase agreement for the Approved Location has been executed and provided to Franchisor. If Franchisee requires a replacement copy of the Confidential Operations Manual it will be subject to Franchisor's then current Confidential Operations Manual Replacement Fee.

5.6 **Annual Franchise Meeting**. Franchisor reserves the right to hold a meeting or convention of all franchisees, which will not be held more frequently than annually. Franchisor may designate that attendance at a franchisee meeting by Franchisee and/or certain personnel is mandatory. Franchisor reserves the right to charge a fee for the franchisee meeting, and Franchisee must pay all expenses incurred by all attendees on its behalf, including travel, lodging, meals, applicable wages and meeting materials.

5.7 **Advertising and Marketing Plan Assistance**. Franchisor, along with approved vendors shall provide Franchisee with assistance and support with the development of a Marketing Plan.

6. FRANCHISE SYSTEM STANDARDS

6.1 **Opening for Business.** Franchisee must have an executed lease on a site approved by the Franchisor within 120 days and open the Franchised Business within twelve months after the execution of this Agreement. If Franchisee does not open the Franchised Business within one year, Franchisor has the option to grant Franchisee a 90-day extension so long as Franchisee is actively pursuing an acceptable location for the Franchised Business. Franchisee shall not open the Franchised Business for business until Franchisee has complied with Franchisor's requirements for opening, and Franchisor has granted Franchisee written

permission to open. Franchisor's opening requirements include: (i) Franchisee must have paid the initial franchise fee and other amounts then due to Franchisor, its subsidiaries or its affiliate; (ii) the Franchised Business complies with Franchisor's standards and specifications; (iii) all required personnel have satisfactorily completed Franchisor's pre-opening training requirements; (iv) Franchisee has obtained all applicable licenses and permits; (v) Franchisee has provided Franchisor with copies of all required insurance policies and evidence of coverage and premium payment and (vi) Franchisor has provide its written approval. If the Franchised Business is not opened for business within 18 months from the date of this Agreement, Franchisor may terminate this Agreement.

6.2 **Compliance with Standards.** Franchisee acknowledges that its obligations under this Agreement and the requirements of Franchisor's Confidential Operations Manual are reasonable, necessary and desirable for the operation of the Franchised Business and the iCRYO System. Franchisee shall adhere to Franchisor's standards and specifications as set forth in this Agreement and the Confidential Operations Manual, including, but not limited to, specifications of product quality and uniformity and equipment compatibility among individual iCRYO franchisees, and any revisions or amendments. Franchisee shall purchase only products and services, including iCRYO branded products, inventory, supplies, furniture, fixtures, equipment, signs, software and logo-imprinted products, which Franchisor approves, including purchasing from approved suppliers or a designated sole supplier for any items. Franchisor and its parent, subsidiaries, predecessor or affiliate may be an approved supplier or designated sole supplier for without limitation, branded products and supplies, and may obtain revenue from Franchisee and make a profit. Franchisee must purchase or obtain these products and services through Franchisor or a supplier approved by Franchisor. Franchisee cannot be a supplier to other franchisees without Franchisor's written approval. Franchisee must use the vendors mandated by Franchisor. If Franchisor has not designated an approved supplier for a particular product or service, Franchisee shall purchase these products and services only from suppliers that meet Franchisor's standards and specifications. Franchisee may request approval of a supplier under Franchisor's published procedures, which include inspection of the proposed supplier's facilities and testing of product samples. Franchisor or the independent testing facility Franchisor designates may charge a fee for the testing. Franchisee or the proposed supplier shall pay the test fees. Franchisor may also charge a fee for Franchisor's services in making a determination on the proposed supplier. Franchisor will reimburse the evaluation fee if it approves the product, supplier or professional for the entire System. Franchisor reserves the right, at its option, to re-inspect the facilities and products of any approved supplier, and to revoke approval if the supplier fails to continue to meet any of Franchisor's criteria. Franchisor may receive fees and other payments from suppliers and others in connection with Franchisee's purchases and may use the fees for Franchisor's own purposes. Franchisor shall provide Franchisee a standard price list for items which it sells to franchisees, including a description of each item and applicable price or lease terms, prepayment discounts (if any) and shipping charges. Franchisee may only offer and sell the products and services that Franchisor periodically specifies and may not offer or sell at the Franchised Business or any other location any products or services Franchisor has not authorized. Franchisee must discontinue selling and offering for sale any products or services that Franchisor at any time disapproves. If Franchisee is found to not be in compliance with any System standard for any reason, Franchisor may require that Franchisee attend an in- person meeting, at Franchisee's cost. Franchisee agrees at all times to operate and maintain the Franchised Business according to each and every System Standard, as Franchisor periodically modifies and supplements them. System Standards may regulate any aspect of the Franchised Business's operation and maintenance.

6.3 **Operations**.

6.3.1. Franchisee shall keep the Franchised Business open for only those hours and days specified by Franchisor in the Confidential Operations Manual.

6.3.2. Franchisee shall maintain the Franchised Business in a clean, safe and attractive manner, and in accordance with all applicable requirements of law and the Confidential Operations Manual. Franchisee and its employees shall give prompt, courteous and efficient service to the public and shall otherwise operate the Franchised Business so as to preserve, maintain and enhance the reputation and goodwill of the iCRYO System.

6.3.3. Franchisee shall at all times maintain and employ working capital as Franchisor may reasonably deem necessary to enable Franchisee to properly and fully carry out and perform all of its duties, obligations and responsibilities under this Agreement and to operate the business in a businesslike, proper and efficient manner.

6.3.4. Franchisee acknowledges that it is an independent business and responsible for the control and management of the day-to-day operations of the Franchised Business and its personnel, including the hiring and discharging of Franchisee's personnel and setting and paying wages and benefits of Franchisee's personnel. Franchisee acknowledges that Franchisor has no power, responsibility or liability in any respect to the hiring, discharging, setting and paying of wages or related matters, as the sole power, responsibility and liability for such matters rest exclusively with Franchisee. Franchisee further acknowledges that none of its personnel will be deemed to be an employee of Franchisor or its Affiliates for any purpose whatsoever, and no act by Franchisor to protect the brand including but not limited to the System or Proprietary Marks shifts any personnel or employment-related responsibility from Franchisee to Franchisor.

6.3.5. Franchisee acknowledges that proper management of the Franchised Business is extremely important. Franchisee (or its Operating Principal) is responsible for the management, direction and control of the Franchised Business. If Franchisee is an entity, Franchisee must appoint and maintain, throughout the term of this Agreement, an Operating Principal, who must be an equity owner of at least 10% of the Franchised Business. The Operating Principal is identified on Exhibit 2 to this Agreement. The Operating Principal shall have the authority to bind Franchisee in all operational decisions regarding the Franchised Business. Franchisor shall have the right to rely on any statement, agreement or representation made by the Operating Principal. The Operating Principal cannot be changed without Franchisor's prior written approval.

Franchisee must hire a Center Manager to be responsible for the direct on-premises supervision of the Franchised Business at all times during the hours of operation. Franchisee's Center Manager must furnish full- time attention and best efforts to the management of the Franchised Business. However, Franchisee is still responsible for the operations of the Franchised Business and its obligations under the Franchise Agreement. Franchisee may not change the Center Manager of the Franchised Business without Franchisor's prior approval. Franchisor must be given notice if a Center Manager resigns or is otherwise terminated within seventy-two hours.

At all times, Franchisee will keep Franchisor advised of the identity of the Center Manager and, if you have entered into an administrative services agreement with an approved professional limited liability company (the "Authorized Medical Entity"), the identity of the primary nurse. The Center

Manager and/or the Primary Nurse need not have any equity interest in the franchise. Franchisee will disclose to the Center Manager and/or the Primary Nurse only the information needed to operate the Franchised Business and the Center Manager and/or Primary Nurse will be advised that any confidential information is Franchisor's trade secret.

6.3.6. Franchisee shall maintain the Franchised Business and the Approved Location in "like new" condition, normal wear and tear excepted, and shall repaint, redecorate, repair or replace equipment, fixtures and signage as necessary to comply with the standards and specifications of Franchisor. Franchisee shall, at its expense, redecorate, repair and replace furniture, equipment, décor, software, wiring, fixtures and signs as necessary to maintain the highest degree of safety and sanitation at the Franchised Business and any parking lot in first class condition and repair and as Franchisor may direct. Not more than once every 5 years, Franchisor may require Franchisee to extensively renovate the Franchised Business at Franchisee's expense to conform to Franchisor's then-current public image and trade dress. This extensive renovation may include structural changes, remodeling and redecorating. Franchisee must also purchase any additional or replacement furniture, indoor and outdoor equipment, software, wiring, fixtures and signs Franchisor specifies.

6.3.7. Franchisee shall fully participate in all required national buying or vendor programs.

6.3.8. Franchisee authorizes the release of all supplier records to Franchisor without notice to Franchisee. Franchisee grants Franchisor the right to communicate with suppliers without notice to Franchisee, and to obtain and examine all records of any supplier relating to Franchisee's purchases from the supplier.

6.3.9. Franchisee shall follow all methods of operating and maintaining the Franchised Business that Franchisor determines to be useful to preserve or enhance the efficient operation, image or goodwill of the Proprietary Marks and iCRYO Centers.

6.3.10. Franchisee shall follow our mandates where permitted by applicable law, concerning the minimum and/or maximum prices which may be charged to clients. Any such advice, if given at all, will be binding and Franchisee agrees to comply with the pricing guidelines. Nothing contained herein shall be deemed a representation that if Franchisee follows such guidelines Franchisee will, in fact, generate or optimize profits. Franchisee is obligated to inform Franchisor of all prices charged for services and products sold and to inform Franchisor of any modifications of prices.

6.3.11. Franchisee agrees that its Franchised Business will, through the Authorized Medical Entity, provide all Services that are part of the System, such as cryotherapy services (whole body and localized) body sculpting services, cryo facials, compression therapy, infrared sauna, intravenous infusion, intramuscular injections and other wellness services, and offer and sell related products, services and merchandise, that Franchisor authorizes periodically for iCRYO therapy centers from time to time.

6.3.12. Franchisee will act solely in the capacity of an administrative management services provider to the Authorized Medical Entity as further described in Section Franchisor may, but is not obligated to, provide Franchisee with one or more referrals to pre-approved medical entities. Franchisee agrees that its Franchised Business will not, without Franchisor's approval, offer any products or services (including promotional items) not authorized by Franchisor. The

Franchised Business may not be used for any purpose, other than the operation of an iCRYO center in compliance with this Agreement. Franchisee agrees that its Franchised Business will offer courteous and efficient service and a pleasant ambiance.

6.3.13. Unless expressly permitted in prior writing by Franchisor, Franchisee will not provide any Services, but will only provide Franchisee Services to the Authorized Medical Entity that is responsible for delivering or performing the Services and making all medical determinations and judgements in respect thereof. In order to provide the above-referenced administrative management services, Franchisee will enter into an administrative services agreement ('Administrative Services Agreement') with the Authorized Medical Entity in a form approved by Franchisor and agreed to by such Authorized Medical Entity and Franchisee. Franchisor may provide to Franchisee a sample form of administrative services agreement which Franchisee may use, provided Franchisee acknowledges and agrees that (i) Franchisor makes no representation or warranty regarding the effectiveness of, compliance with applicable law or other merits or risks of any such sample form administrative services agreement or other arrangements Franchisee may enter into with an Authorized Medical Entity , and (ii) Franchisee is responsible for independently engaging its own legal counsel to review, negotiate, and advise Franchisee of the merits and risks of any such sample form.

6.3.14. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, FRANCHISOR AND FRANCHISEE ACKNOWLEDGE AND AGREE THAT: (1) FRANCHISEE HAS BEEN ADVISED BEFORE SIGNING THIS AGREEMENT THAT FRANCHISEE MUST INDEPENDENTLY EVALUATE AND INTERPRET, WITH FRANCHISEE'S OWN INDEPENDENT LEGAL COUNSEL, APPLICABLE CARE PROVIDER REGULATIONS AS THEY RELATE TO FRANCHISEE'S OWNERSHIP AND OPERATION OF A FRANCHISED BUSINESS AND THE OFFERING, PROVISION AND PERFORMANCE OF THE SERVICES. (2) NOTHING IN THIS AGREEMENT, THE MANUAL, OR OTHERWISE SHALL BE INTERPRETED AS AUTHORIZING FRANCHISOR TO EXERT CONTROL OVER THE DELIVERY OF HEALTH CARE SERVICES INCLUDING THE SERVICES, TO THE EXTENT THAT ANY SUCH SERVICES REQUIRE THE JUDGMENT, TREATMENT AND/OR ACTION OF AN AUTHORIZED MEDICAL ENTITY IN THE APPLICABLE JURISDICTION OF THE FRANCHISEE'S FRANCHISED BUSINESS. SUCH JUDGMENT, TREATMENT AND/OR ACTION SHALL BE EXCLUSIVELY DETERMINED BY THE AUTHORIZED MEDICAL ENTITY, AND THIS AGREEMENT AND THE OPERATIONS MANUAL SHALL BE INTERPRETED CONSISTENTLY THEREWITH. (3) ANY TRAINING AND ASSISTANCE PROVIDED BY OR ON BEHALF OF FRANCHISOR RELATES SOLELY TO THE PERFORMANCE OF ACTIVITIES NOT REGULATED BY CARE PROVIDER REGULATIONS; UNDER NO CIRCUMSTANCES SHALL TRAINING AND/OR ASSISTANCE CONSTITUTE THE PRACTICE OF MEDICINE OR THE PERFORMANCE OF HEALTHCARE RELATED SERVICES THAT REQUIRE THE PERFORMANCE, ADMINISTRATION AND/OR MANAGEMENT BY AN AUTHORIZED CARE PROVIDER. UNDER NO CIRCUMSTANCES WILL FRANCHISOR'S MANAGEMENT AND OPERATING SYSTEMS INCLUDE STANDARDS, PROCEDURES AND/OR REQUIREMENTS RELATED TO THE DELIVERY OF HEALTH CARE SERVICES, INCLUDING THE SERVICES AND/OR THE DIAGNOSIS, TREATMENT OR CARE OF ANY GUESTS ARISING OUT OF OR OTHERWISE RELATED TO ANY SERVICES. (4) TO THE EXTENT THAT CONFIDENTIAL AND PRIVILEGED DATA UNDER APPLICABLE CARE PROVIDER REGULATIONS CANNOT BE TRANSMITTED OR SHARED WITH FRANCHISOR, THIS AGREEMENT SHALL BE INTERPRETED SO AS TO COMPLY WITH SUCH LIMITATIONS. (5) FRANCHISEE IS SOLELY AND EXCLUSIVELY RESPONSIBLE TO ENSURE THAT FRANCHISEE'S CENTER IS

OPERATED, AND ALL SERVICES ARE RENDERED, IN ACCORDANCE WITH ALL APPLICABLE LAWS, INCLUDING ALL CARE PROVIDER REGULATIONS.

6.4 **Applicable Laws.** Franchisee shall investigate, keep informed of and comply with all applicable federal, state and local laws, ordinances and regulations regarding the construction, operation or use of the Franchised Business, including any and all applicable Care Provider Regulations. "If these legal requirements impose a greater standard or duty than Franchisor requires in the Confidential Operations Manual or elsewhere, Franchisee must comply with the greater standard or duty and notify Franchisor in writing promptly after Franchisee becomes aware of the discrepancy. Franchisee shall abide by all applicable laws pertaining to privacy of information collected or maintained regarding clients or other individuals ("Privacy"), and shall comply with Franchisor's standards and policies pertaining to Privacy. If there is a conflict between Franchisor's standards and policies pertaining to Privacy and applicable law, Franchisee shall: (a) comply with the requirements of applicable law; (b) immediately give Franchisor written notice of said conflict; and (c) promptly and fully cooperate with Franchisor and its counsel as it may request to assist in a determination regarding the most effective way, if any, to meet the standards and policies pertaining to Privacy within the bounds of applicable law.

6.4.1. Franchisee shall abide by all applicable laws pertaining to privacy of information collected or maintained regarding clients or other individuals, including the Health Insurance Portability and Accountability Act of 1996 (as amended, inclusive of its implementing regulations, "**HIPAA**") and all other applicable laws related to the collection, storage, use, and data security of personal and individually identifiable health information of clients and other individuals ("**Privacy**") and shall comply with Franchisor's standards and policies pertaining to Privacy. If there is a conflict between Franchisor's standards and policies pertaining to Privacy and applicable law, Franchisee shall: (a) comply with the requirements of applicable law; (b) immediately give Franchisor written notice of said conflict; and (c) promptly and fully cooperate with Franchisor and its counsel as it may request to assist in a determination regarding the most effective way, if any, to meet the standards and policies pertaining to Privacy within the bounds of applicable law.

6.5 **Trade Secrets and Confidential Information**. The System is unique and the Confidential Operations Manual, Franchisor's trade secrets, copyrighted materials, methods and other techniques and know-how are the sole, exclusive and confidential property of Franchisor, and are provided or revealed to Franchisee in confidence ("Confidential Information"). Franchisee agrees to maintain a list of the names, addresses and contact information of all clients of the Franchised Business. The list will be Franchisor's sole and exclusive property and will be part of the Confidential Information. Franchisee agrees to maintain the confidentiality of the list and may not disclose the client list or its contents to any person or entity other than Franchisor, except as may be required by law or court order. Franchisee shall use the Confidential Information only for the purposes and in the manner authorized in writing by Franchisor, and its use shall inure to the benefit of Franchisor. Franchisor's trade secrets consist of, without limitation, (1) site selection, construction plans, architectural plans and design specifications; (2) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques; (3) knowledge of specifications for and suppliers of, and methods of ordering, certain products, materials, equipment and supplies; (4) knowledge of the operating results and financial performance of other iCRYO franchisees; (5) the Confidential Operations Manual; (6) training materials and programs; (7) proprietary software; (8) member/customer lists and member/customer data; and (9) all password-protected portions of Franchisor's website, intranets and extranets and the information they contain (including the email addresses and other contact information of iCRYO franchisees).

Franchisee shall inform all employees before communicating or divulging any Confidential Information to them of their obligation of confidence. In addition, subject to applicable law, Franchisee shall obtain a written agreement, in form and substance satisfactory to Franchisor, from Franchisee's employees, landlord, contractors, and any other person having access to the Confidential Operations Manual or to whom Franchisee wishes to disclose any Confidential Information that they shall maintain the confidentiality of the Confidential Information and they shall recognize Franchisor as a third- party beneficiary with the independent right to enforce the covenants either directly in Franchisor's own name as beneficiary or acting as agent. Franchisee hereby appoints Franchisor as its agent with respect to the enforcement of these covenants. An example of a written agreement currently considered satisfactory for employees is the Confidentiality Agreement attached as Exhibit 5(a). Spouses of owners must execute the version entitled Confidentiality, Non-Disclosure and Non-Compete Agreement attached as Exhibit 5(b). All executed agreements must be forwarded to Franchisor to ensure compliance. Franchisee shall retain all written Confidentiality Agreements with Franchisee's business records for the time period specified in the Confidential Operations Manual. Franchisee shall enforce all covenants and shall give Franchisor notice of any breach or suspected breach of which Franchisee has knowledge. All data that Franchisee collects from clients of the Franchised Business or through marketing is deemed to be owned exclusively by Franchisor and/or parent, predecessor or affiliate. Franchisee must install and maintain security measures and devices necessary to protect the client data from unauthorized access or disclosure, and may not sell or disclose to anyone else any personal or aggregated information concerning any clients. Franchisee has the right to use the client data only in connection with the Franchised Business, while the Franchise Agreement is in effect. If Franchisee transfers the Franchised Business to a new owner, who will continue to operate the Franchised Business under an agreement with Franchisor, Franchisee may transfer the client data to the new owner as part of the going concern value of the business. **[If Franchisor also owns or has access data collected by the Authorized Medical Entity some HIPAA related agreements may have to be put in place, such as a Business Associate Agreement.]**

Franchisee shall not contest, directly or indirectly, Franchisor's ownership of or right, title or interest in Franchisor's trade secrets, methods or procedures or contest Franchisor's right to register, use or license others to use any of such trade secrets, methods and procedures. Franchisee, including its officers, directors, shareholders, partners, and employees, and any of their immediate family, heirs, successors and assigns, is prohibited from using and/or disclosing any Confidential Information in any manner other than as permitted by Franchisor in writing.

All data that Franchisee collects from clients of the Franchised Business or through marketing is deemed to be owned exclusively by Franchisor and/or parent, predecessor or affiliate. Franchisee must install and maintain security measures and devices necessary to protect the client data from unauthorized access or disclosure, and may not sell or disclose to anyone else any personal or aggregated information concerning any clients. Franchisee has the right to use the client data only in connection with the Franchised Business, while the Franchise Agreement is in effect. If Franchisee transfers the Franchised Business to a new owner, who will continue to operate the Franchised Business under an agreement with Franchisor, Franchisee may transfer the client data to the new owner as part of the going concern value of the business.

6.6 **Proprietary Marks**.

6.6.1. **Ownership**. Nothing in this Agreement assigns or grants to Franchisee any right, title or interest in or to the Proprietary Marks, it being understood that all rights relating to the Proprietary Marks are reserved by Franchisor and the owner of the Proprietary Marks who has

licensed the Proprietary Marks to Franchisor ("Licensor"), except for Franchisee's license to use the Proprietary Marks only as specifically and expressly provided in this Agreement. Franchisee's use of the Proprietary Marks shall inure to the benefit of Franchisor and its parent, predecessor and affiliate, and Franchisee shall not at any time acquire any rights in the Proprietary Marks. Franchisee may not sublicense the Proprietary Marks. Franchisee shall not challenge the title or rights of Franchisor or its parent, predecessor or affiliate in and to the Proprietary Marks, or do any act to jeopardize or diminish the value of the Proprietary Marks. All goodwill associated with the Proprietary Marks and Franchisor and its parent, predecessor and affiliate's copyrighted material, including any goodwill that might be deemed to have arisen through Franchisee's activities, inures directly and exclusively to the benefit of Franchisor and its parent, predecessor and affiliate. Franchisee shall execute from time to time any and all other or further necessary papers, documents, and assurances to effectuate the intent of this Section 6.6.1 and shall fully cooperate with Franchisor and its parent, predecessor and affiliate any other franchisee of Franchisor in securing all necessary and required consents of any state agency or legal authority to the use of any of the Proprietary Marks. Franchisor reserves the right to add, change or substitute the Proprietary Marks for use in identifying the System and the businesses operating under its System if the current Proprietary Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Proprietary Marks shall be beneficial to the System. Franchisee shall bear the cost and expense of all changes.

6.6.2. **Protection**. Franchisee shall promptly notify Franchisor of any infringement of, or challenge to, the Proprietary Marks, and Franchisor shall in its discretion take the action it deems appropriate. Franchisee must not communicate with any person other than legal counsel and Franchisor in connection with any infringement challenge or claim. Franchisor shall indemnify and hold Franchisee harmless from any suits, proceedings, demands, obligations, actions or claims, including costs and reasonable attorneys' fees, for any alleged infringement under federal or state trademark law arising solely from Franchisee's use of the Proprietary Marks in accordance with this Agreement or as otherwise set forth by Franchisor in writing if Franchisee has promptly notified Franchisor of such claim and cooperated in the defense of any claim. If Franchisor undertakes the defense or prosecution of any litigation pertaining to any of the Proprietary Marks, Franchisee agrees to execute any and all documents and do such acts and things as may, in the opinion of counsel for Franchisor, are necessary to carry out such defense or prosecution.

6.6.3. **Advertising**. All advertising shall prominently display the Proprietary Marks and shall comply with any standards for use of the Proprietary Marks established by Franchisor as set forth in the Confidential Operations Manual or otherwise. Franchisor reserves the right to approve all signs, stationery, business cards, forms, and other materials and supplies bearing the Proprietary Marks. Franchisee shall use the Proprietary Marks, including without limitation trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by this Agreement, the Confidential Operations Manual or by prior written consent of Franchisor.

6.6.4. **Franchisee's Name**. Franchisee agrees not to use the Proprietary Marks or any part of a Proprietary Mark in its corporate name. The corporate and all fictitious names under which Franchisee proposes to do business must be approved in writing by Franchisor before use. Franchisee shall use its corporate name either alone or followed by the initials "D/B/A" and the business name of iCRYO. Franchisee shall register at the office of the county in which the Franchised Business is located or such other public office as provided for by the laws of the state in which the Franchised Business is located as doing business under such assumed business name.

6.6.5. **Independent Status**. All stationery, business cards and contractual agreements into which Franchisee enters shall contain Franchisee's corporate or fictitious name and a conspicuously displayed notice that Franchisee operates the Franchised Business as an independently owned and operated franchise of Franchisor. Franchisee shall prominently display, by posting a sign within public view on or in the premises of the Franchised Business, a statement that clearly indicates that the Franchised Business is independently owned and operated by Franchisee.

6.6.6. **Authorized and Unauthorized Use.** At Franchisor's direction, Franchisee shall use the Proprietary Marks in conjunction with the symbol "SM," "TM" or "®", as applicable, in order to indicate the registered or unregistered status of the Proprietary Marks. Franchisee shall not use any of the Proprietary Marks in connection with the offer or sale of any unauthorized products or services or in any other manner not explicitly authorized in writing by Franchisor.

6.6.7. **Franchisor's Use of Marks.** Franchisor, its parent, predecessor and affiliate may use and register the Proprietary Marks as they deem advisable in their discretion including without limitation, developing and establishing other systems using the same or similar Proprietary Marks alone or in conjunction with other marks and granting licenses and/or franchises in connection with the same or similar Proprietary Marks without providing any rights to Franchisee.

6.6.8. **Electronic Mail and Domain Names**. Franchisee shall not use the Proprietary Marks, or any abbreviation, variation or other name associated with the iCRYO System or Franchisor as part of any e-mail address, domain name, and/or other identification in any electronic medium, without the prior written approval of Franchisor.

6.7 **Inspection**. At any time, without prior notice, Franchisor or its representatives or agents shall have the right to enter upon the premises of the Franchised Business and shall have unfettered access to the Franchised Business and premises, for any reason, in Franchisor's sole discretion, that Franchisor deems necessary, including, but not limited to the right to inspect Franchisee's records, interview Franchisee's employees and clients, and observe the manner in which Franchisee operates the Franchised Business. Franchisee shall allow Franchisor or its representatives or agents to make extracts from or copies of any records and to take samples of any products sold at the Franchised Business and immediately remove any unauthorized products without any payment or other liability to Franchisee. Franchisee shall allow Franchisor or its representatives or agents to take photographs, videos or any electronic record of the Franchised Business. Franchisor shall have the exclusive right to use any photograph, video, electronic record or other material prepared in connection with an inspection and to identify the Franchised Business and Franchisor shall not have any obligation to obtain authorization, or to compensate Franchisee in any manner, in connection with the use of these materials for advertising, training or other purposes. Failure or refusal to grant Franchisor unfettered access shall be deemed a non-curable default.

6.8 **Changes to the System**. Franchisor may, from time to time, change the standards and specifications applicable to operation of the Franchise, including standards and specifications for inventory, products, services, add-on services, supplies, signs, fixtures, furnishings, technology and equipment, by written notice to Franchisee or through changes in the Confidential Operations Manual. Franchisor also may from time to time eliminate and introduce new services and products. Franchisee shall immediately cease use of any products or cease offering products or services discontinued by Franchisor. Franchisee shall implement any new service or

commence offering and selling any new product within 15 days of notification from Franchisor. Franchisee may incur an increased cost to comply with such changes, and Franchisee shall accept and implement such changes at its own expense as if they were part of the iCRYO System when this Agreement was executed, including discontinuing or modifying the use of or substituting any of the Proprietary Marks; provided, however, that any such change shall not materially alter Franchisee's fundamental rights under this Agreement.

6.9 **Authorized Products, Services, Supplies, and Equipment.**

6.9.1. Franchisee shall offer and sell all products and render all services that Franchisor prescribes and only those products and services that Franchisor prescribes. Franchisee shall have the right to suggest new products or other developments to Franchisor for use in Franchisee's and other iCRYO Centers. Franchisee shall have no right to offer any products to its clients or use any new developments until Franchisor has had the opportunity to test the new products or developments and provide Franchisee written approval for their use and standards and specifications with respect to their use. All new products and developments relating to cryotherapy and other products and services offered at iCRYO Centers, whether they are of Franchisee's original design or variations of existing products or System techniques, shall be deemed works made for hire and Franchisor shall own all rights in them. If these products and developments do not qualify as works made for hire, by signing this Agreement, Franchisee assigns to Franchisor ownership of any and all rights in these developments and the goodwill associated with them. Franchisee shall receive no payment or adjustment from Franchisor in connection with any new products or developments.

6.9.2. Franchisee shall use in the operation of the Franchised Business only such products, supplies and equipment as are specified by Franchisor in the Confidential Operations Manual, or otherwise in writing by Franchisor. Franchisee acknowledges and agrees that these may be changed periodically by Franchisor and that Franchisee is obligated to conform to the requirements as so changed.

6.9.3. Franchisor shall have the exclusive right in its sole discretion to vary from the authorized products in establishing the authorized product line for the Franchised Business. Complete and detailed uniformity under many varying conditions may not always be possible or practical and Franchisor reserves the right and privilege, at its sole discretion, to vary not only the products but other standards for any System franchisee based upon the customs or circumstances of a particular site or location, density of population, business potential, population of trade area, existing business practices, or any condition which Franchisor deems to be of importance to the operation of that franchisee's business.

6.9.4. Franchisee shall at all times use and maintain only such products, equipment, supplies and services as Franchisor specifies, which Franchisee shall obtain before opening the Franchised Business. As any products, equipment, supplies or services may become obsolete or inoperable, Franchisee shall replace the same with such products, equipment, supplies and services as are then being used in new iCRYO franchises at the time of replacement.

6.9.5. Franchisee acknowledges that Franchisor reserves the right to develop a point of sale (POS) system and a backroom computer system for use in connection with the System. Franchisee shall acquire computer hardware equipment, software, maintenance contracts, telecommunications infrastructure products and credit card processing equipment and support services as Franchisor reasonably requires in connection with the operation of the

Franchised Business and all additions, substitutions and upgrades Franchisor shall specify. Franchisee shall have thirty (30) days to comply with any changes to hardware or software. Franchisee must ensure that the installation and operation of the computer system complies with applicable laws, including HIPAA, in respect to any customer protected health information, as defined under HIPAA, and any other customer data. Franchisee's computer system must be able to send and receive email and attachments on the Internet and provide access to the World Wide Web and otherwise support Franchisor's then-current information technology system. Franchisee must use any iCRYO supplied e-mail address in all business communications with customers, vendors or suppliers. Franchisor owns all iCRYO e-mail addresses and has full access to all communications sent and received using those addresses. Franchisor shall have the right to access information through the Point-of-Sale system related to operation of the iCRYO Franchised Business, from a remote location, at such times and in such manner as Franchisor shall require, in its sole discretion and shall have the right to disclose the information and data contained therein to a third party and/or the System."

6.10 **Pending Actions**. Franchisee shall notify Franchisor, in writing, within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, suit or proceeding of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of Franchisee or the Franchised Business.

6.11 **Media**. Franchisee is prohibited from speaking with the media and/or responding to requests for comment, without Franchisor's express written permission. Only Franchisor may handle public relations on behalf of iCRYO. Franchisee must notify Franchisor immediately of all customer complaints and of any potential crisis situations involving the Franchised Business, including but not limited to any accident or injury that occurs at the Franchised Business, and any allegation or occurrence of abuse, neglect or mistreatment while in Franchisee's care.

6.12 **Customer Service**. Every detail of the quality of customer service, customer relations, appearance and demeanor of Franchisee and its employees and/or independent contractors, equipment and materials used by Franchisee in the Franchised Business is important to Franchisor and to other iCRYO Centers. Franchisee must cooperate with Franchisor by maintaining its high standards in the operation of the Franchised Business and must give prompt, courteous and efficient service to all customers. All work performed by the Franchised Business will be performed competently and in a workmanlike manner. The Franchised Business will in all dealings with its customers, suppliers and the public adhere to the highest standards of honesty, fair dealing and ethical conduct. Any complaints Franchisee receives from a client must be handled by Franchisee or its Center Manager. Franchisor may perform customer surveys via any method Franchisor deems appropriate and may require Franchisee to participate in any survey program, at Franchisee's cost.

6.13 **Reciprocity**. Franchisee shall allow access to the iCRYO Center by members of other iCRYO Centers in accordance with reciprocity provisions included in their membership agreements in the manner and as detailed in the Confidential Operations Manual. Franchisee shall comply with Franchisor's reciprocity policy (as specified in the Confidential Operations Manual) for members. Franchisor reserves the right to modify its reciprocity policy in its sole discretion. Franchisee shall only sell memberships on terms and conditions Franchisor specifies in the Confidential Operations Manual, using Franchisor's membership forms (if required) and which membership agreements may contain reciprocity of use provisions for other iCRYO Centers.

7. ACKNOWLEDGMENTS OF FRANCHISEE.

7.1 **Independent Contractor Status.** Franchisee is an independent contractor, responsible for full control over the management and daily operation of the Franchised Business, and neither Franchisor nor Franchisee is the agent, principal, partner, employee, employer or joint venturer of the other. Franchisee shall not act or represent itself, directly or by implication, as an agent, partner, employee or joint venturer of Franchisor, nor shall Franchisee incur any obligation on behalf of or in the name of Franchisor.

7.2 **Indemnification.** Franchisee shall defend, indemnify and hold Franchisor and its parent, predecessor, subsidiaries, and affiliate, and their respective officers, directors, managers, members, partners, shareholders, independent contractors and employees (the "**Indemnified Parties**") harmless from all fines, suits, proceedings, claims, demands, liabilities, injuries, damages, expenses, obligations or actions of any kind (including costs and reasonable attorneys' fees) arising in whole or in part from Franchisee's ownership, operation or occupation of the Franchised Business (including any claims for unauthorized practice of medicine, medical malpractice, or other claims for violation of Care Provider Regulations), performance or breach of its obligations under this Agreement, breach of any warranty or representation in this Agreement or from the acts or omissions of Franchisee, its employees or agents, including its advertising of the Franchised Business, except as otherwise provided in this Agreement. Franchisor and any Indemnified Party shall promptly give Franchisee written notice of any claim for indemnification under this Section Any failure to give the notice shall not relieve Franchisee of any liability under this Agreement except to the extent the failure or delay causes actual material prejudice. Franchisor shall have the right to control all litigation, and defend and/or settle any claim against Franchisor or other Indemnified Parties affecting Franchisor's interests, in any manner Franchisor deems appropriate. Franchisor may also retain its own counsel to represent Franchisor or other Indemnified Parties and Franchisee shall advance or reimburse Franchisor's costs. Franchisor's exercise of this control over the litigation shall not affect its rights to indemnification under this Section 7.2. Franchisee may not consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim without the prior written consent of the applicable Indemnified Parties. Franchisor and the other Indemnified Parties do not have to seek recovery from third parties or otherwise attempt to mitigate losses to maintain a claim to indemnification under this Section 7.2. The provisions of this Section 7.2 shall survive the termination or expiration of this Agreement.

7.3 **Payment of Debts**. Franchisee understands that it alone, and not Franchisor, is responsible for selecting, retaining and paying its employees; the payment of all invoices for the purchase of inventory and goods and services for use in the Franchised Business; and determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the conduct and operation of the Franchised Business.

7.4 **Noncompetition.**

7.4.1. **During the Term of This Agreement.** During the term of this Agreement, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any other business which offers cryotherapy and other services offered by System iCRYO Centers (a "Competing Business"); provided, however, that this Section shall not apply to Franchisee's operation of any other Franchised Business.

During the term of this Agreement, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership or corporation solicit business from clients of Franchisee's Franchised Business for any competitive business purpose.

During the term of this Agreement, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership, corporation or other entity own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business competing in whole or in part with Franchisor.

7.4.2. **After the Term of This Agreement.** For a period of 2 years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any Competing Business within a radius of 20 miles (as the crow flies) of the Franchised Business, or any other iCRYO center in operation or under construction, or of any site which is being considered or for which a lease has been signed or discussions are under way for an iCRYO center, as of the date of expiration and nonrenewal, transfer or termination of this Agreement; provided, however, Franchisee may continue to operate any other Franchised Business for which Franchisee and Franchisor have a current franchise agreement.

For a period of 2 years (or the maximum period allowed by law, if shorter) after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership or corporation solicit business from clients of Franchisee's former Franchised Business for any competitive business purpose nor solicit any employee of Franchisor or any other iCRYO System franchisee to discontinue his employment with Franchisor or any other iCRYO System franchisee.

For a period of 2 years (or the maximum period allowed by law, if shorter) after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership, corporation or other entity own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business competing in whole or in part with Franchisor.

7.4.3. **Intent and Enforcement.** It is the intent of the parties that the provisions of this Section 7.4 shall, to the fullest extent permissible under applicable law, be judicially enforced; accordingly, any reduction in scope or modification of any part of the noncompetition provisions contained in this Agreement shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 7.4 by Franchisee, any of its equity owners or any member of the immediate family of Franchisee or any of its equity owners, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. In the event of the actual or threatened breach of this Section 7.4, Franchisor's harm shall be irreparable and Franchisor shall have no adequate remedy at law to prevent the harm. Franchisee acknowledges and agrees on its own behalf and on behalf of the persons who are liable under

Section 7.4 that each has previously worked or been gainfully employed in other fields and that the provisions of Section 7.4 in no way prevent any of these persons from earning a living. Franchisee further acknowledges and agrees that the provisions of Section 7.4 shall be tolled during any default of this Agreement.

7.4.4. **Publicly Owned Entity**. This Section 7.4 shall not apply to any ownership by Franchisee or any other person subject to Section 7.4 of a beneficial interest of less than 3% in the outstanding securities or partnership interests in any publicly held entity.

7.4.5. **Specific Limitations Regarding Covenant Not to Compete.** Notwithstanding anything in this Agreement to the contrary, upon expiration or termination of this Agreement, to the extent Franchisee or its equity owners are licensed physicians, and to the extent this covenant not to compete is subject to Section 15.50 of the Texas Business and Commerce Code, the parties agree as follows:

7.4.5.1. Franchisee shall not be prohibited from providing continuing care and treatment to a specific patient or patients during the course of an acute illness even after the termination of this Agreement, provided such course of treatment began before termination of this Agreement.

7.4.5.2. Franchisee may have a copy of the medical records of patients upon authorization by the patient and payment of a reasonable fee, which fee shall not be greater than the amount of fees established by the Texas Medical Board for copies of medical records. Records requested will be provided to Franchisee in the format in which such records are regularly maintained by Franchisor, to the extent such records are maintained by Franchisor.

7.4.5.3. Franchisee will not be denied access to a list of patients whom Franchisee had seen or treated within one (1) year of termination of this Agreement. Such patient list, when so requested, will be provided to Franchisee in the format in which it is regularly maintained by Franchisor, to the extent such list is maintained by Franchisor.

7.4.5.4. Franchisee shall be immediately released from the restrictive covenants contained in this Section 7.4 and may practice in competition with the Franchisor after the termination of this Agreement if, Franchisee makes payment to Franchisor as set forth herein. The parties believe that reasonable compensation to be paid by Franchisee to Franchisor for the release of Franchisee from restrictive covenants contain in this Section 7.4 is [_] and 00/100 U.S. Dollars ($) (the “Release Compensation”). Franchisee shall pay the Release Compensation to Franchisor prior to engaging in competitive activities in violation of the restrictive covenants contained in this Section 7.4.

7.4.6. **Non-Disparagement and Prohibited Conduct.** During the term of this Agreement and for a period of 2 years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause Franchisee agrees not to disparage Franchisor and its current and former employees, officers or directors. During the term of the Agreement, Franchisee also agrees not to do or perform any act harmful, prejudicial or injurious to Franchisor or the iCRYO System. Franchisee shall not intervene with business affairs with Franchisor’s vendors, suppliers, potential or current candidates, or any business-related matters that will compromise the integrity of brand.

7.5 **Telephone**. Franchisee shall obtain at its own expense a new telephone number and listing, to be listed under the iCRYO name and not under Franchisee's corporate, partnership, or individual name, to be used exclusively in connection with Franchisee's operation of the Franchised Business. Upon the expiration and nonrenewal, transfer or termination of this Agreement for any reason, Franchisee shall terminate its use of such telephone number and listing and assign same to Franchisor or its designee. The Franchised Business shall be serviced by a suitable telephone system approved by Franchisor. Franchisee shall answer the telephone in the manner set forth by Franchisor in the Confidential Operations Manual.

7.6 **Insurance.** At all times during the term of this Agreement and at its own expense, Franchisee shall obtain and keep in force at a minimum the insurance required by Franchisor in the Confidential Operations Manual or otherwise. If the lease for the Franchised Business requires Franchisee to purchase insurance with higher limits than those Franchisor specifies, the lease insurance requirements shall control. All insurance policies shall contain a separate endorsement using ISO form CG2029 or equivalent (no blanket additional insured language is acceptable) naming Franchisor, its officers, directors, managers, members, limited partners, general partners, shareholders, independent contractors and employees as additional insureds, and shall expressly provide that any interest of an additional insured shall not be affected by Franchisee's breach of any policy provisions or any negligence on the part of an additional insured. All policies shall also include a waiver of subrogation in favor of the additional insureds. All insurance must be written by an insurance carrier with an A. M. Best and Standard and Poor's rating of at least "A-" or better. All policies shall be written by an insurance carrier accepted in writing by Franchisor. Franchisor may require that you obtain coverage from a carrier it designates. Franchisor's acceptance of an insurance carrier does not constitute Franchisor's representation or guarantee that the insurance carrier shall remain a going concern or capable of meeting claim demands during the term of the insurance policy. Defense costs cannot erode policy limits. No insurance policy shall be subject to cancellation, termination, nonrenewal or material modification, except upon at least 30 days' prior written notice from the insurance carrier to Franchisor. Franchisee shall provide Franchisor with a currently issued certificate of insurance evidencing coverage in conformity with the provisions of this Section 7.6 within 30 days of each renewal period. If Franchisee does not provide evidence of coverage or fails to comply with at least the minimum insurance requirements set forth by Franchisor, Franchisor may obtain the insurance and keep the insurance in force and effect and Franchisee shall pay Franchisor, on demand, the cost of the premium plus an administrative fee in connection with obtaining the insurance. Franchisor may increase or otherwise modify the minimum insurance requirements upon 30 days prior written notice to Franchisee, and Franchisee shall comply with any such modification. Franchisee's obligation to obtain the required policies in the amounts specified is not limited in any way by any insurance Franchisor maintains. Franchisee's obligation to maintain the insurance does not relieve Franchisee of any liability under the indemnity provisions of Section 7.2. If Franchisee will be engaging in any construction, renovation or build-out of the premises for the Franchised Business, either Franchisee or Franchisee's third party contractor must have in force for the duration of said project, Commercial General Liability insurance and Worker's Compensation and Employer's Liability insurance in the amounts listed above as well as Builder's Risk insurance in an amount approved by Franchisor.

7.7 **Publicity**. Franchisee shall permit Franchisor or its designee, at Franchisor's expense, to enter upon the premises of the Franchised Business, both interior and exterior, for the purpose of taking or making photographs, slides, drawings, or other such images ("pictures") of the Franchised Business. Franchisee agrees that Franchisor may use the pictures for publicity and other legal purposes without any remuneration to Franchisee in connection with the use of the pictures. Franchisor also reserves the right to require Franchisee to place one or more

"franchises available" signs at a location(s) Franchisor designates at the Franchised Business.

7.8 **Distribution**. Franchisor or its affiliates may distribute products identified by the Proprietary Marks or other marks owned or licensed by Franchisor or its affiliates through any distribution method which periodically may be established or licensed by Franchisor or its affiliates and may franchise or license others to do so, except as otherwise set forth in this Agreement.

7.9 **Image.** The iCRYO System has been developed to deliver products and services which distinguish iCRYO Centers from other businesses which offer similar products and services. Therefore, Franchisor requires Franchisee to offer products and services and operate the Franchised Business in such a manner which shall serve to emulate and enhance the image intended by Franchisor for the iCRYO System. Each aspect of the iCRYO System is important not only to Franchisee but also Franchisor, its parent, subsidiaries, predecessor and affiliate, and other iCRYO franchisees in order to maintain the highest operating standards, achieve system wide uniformity and increase the demand for the products sold and services rendered by iCRYO System franchisees, Franchisor and its subsidiaries and affiliate(s). Franchisee shall comply with the standards, specifications and requirements set forth by Franchisor in order to uniformly convey the distinctive image of an iCRYO center.

8. SALE OR TRANSFER

8.1 **Consent to Transfer.** Franchisee's rights under this Agreement are personal, and Franchisee shall not sell, transfer, assign or encumber its interest in the Franchised Business without the prior written consent of Franchisor. Any unauthorized transfer by Franchisee shall constitute a material breach of the Agreement and shall be voidable by Franchisor.

8.2 **Death or Disability**. In the event of the death, disability or incapacity of any individual Franchisee or officer or director or member of an incorporated Franchisee or limited liability company or partner of a partnership Franchisee, should the decedent's or disabled or incapacitated person's executor, heir or legal representative, or the business entity, as the case may be, wish to continue as Franchisee under this Agreement, such person shall apply for Franchisor's consent, execute the then-current franchise agreement, and complete the training program to Franchisor's satisfaction, as applicable, as in any other case of a proposed transfer of Franchisee's interest in this Agreement. Such assignment by operation of law shall not be deemed a violation of this Agreement, provided the heirs or legatees or business entity meet the conditions imposed by this Agreement and are acceptable to Franchisor.

If Franchisee is a business entity, this Agreement shall continue in effect upon the death of the largest equity owner, provided that the active management of the business entity shall remain stable and reasonably satisfactory to Franchisor in its sole discretion.

Franchisee's executor, heir or legal representative shall have 60 days from the date of death, disability or incapacity to designate an operator that is acceptable to Franchisor and within 90 days must execute Franchisor's then-current franchise agreement or transfer the franchise rights and business upon the terms and conditions set forth in this Agreement (except that the term shall be the balance of Franchisee's term). At the conclusion of the balance of the term, the new franchisee may exercise any or all of the then applicable renewal rights.

8.3 **Ownership Changes**. A sale, transfer or assignment requiring the prior written consent of Franchisor shall be deemed to occur: (i) if Franchisee is a corporation or limited liability

company, upon any assignment, sale, pledge or transfer of any of the voting stock or membership interests of Franchisee, or any increase in the number of outstanding shares of voting stock or membership interests of Franchisee; or (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any partnership ownership interest or any series of assignments, sales, pledges or transfers. Franchisee shall notify Franchisor of any change in stock ownership, membership interests or partnership ownership interests in Franchisee while this Agreement is in effect which shall result in a sale, transfer or assignment within the meaning of this Section 8.3. A transfer to an existing partner, shareholder or member, or a transfer as a result of the death, disability or incapacity of a partner, shareholder or member in accordance with Section 8.2, or a transfer to an inter vivos trust where the transferring Franchisee, partner, shareholder or member is the only grantor beneficiary other than a spouse, shall not be a violation of this Agreement or a ground for termination; any such ownership change shall not be subject to Franchisor's right of first refusal under Section 8.3.1.

8.3.1. **Right of First Refusal.** If Franchisee or its equity owners propose to transfer or assign 20% or more of Franchisee's interest in this Agreement or in the business conducted under this Agreement or in Franchisee, if Franchisee is a business entity, to any third party (other than a business entity as set forth in Section 8.4 and except as otherwise set forth in Section 8.3) in connection with a bona fide offer from such third party, Franchisee or its equity owners shall first offer to sell to Franchisor, Franchisee's or its equity owners' offered interest. Franchisee or its equity owner shall obtain from the third- party offeror an earnest money deposit (of at least 15% of the offering price) and deliver to Franchisor a statement in writing, signed by the offeror and by Franchisee, of the terms of the offer. In the event of Franchisee's insolvency or the filing of any petition by or against Franchisee under any provisions of any bankruptcy or insolvency law, an amount and terms of purchase shall be established by an appraiser chosen by the bankruptcy court or by the chief judge of the federal district court of Franchisee's district and Franchisee or Franchisee's legal representative shall deliver to Franchisor a statement in writing incorporating the appraiser's report. Franchisor shall then have 45 days from its receipt of either statement to accept the offer by delivering written notice of acceptance by Franchisor or its nominee to Franchisee or its equity owner. The acceptance shall be on the same terms as stated in the statement delivered to Franchisor; provided, however, Franchisor or its nominee shall have the right to substitute equivalent cash for any noncash consideration included in the offer. If the parties cannot agree within a reasonable time on the equivalent cash for any noncash consideration, Franchisor shall designate an independent appraiser and the appraiser's determination shall be binding. If Franchisor or its nominee elects not to accept the offer within the 45-day period, Franchisee or its equity owner shall be free for 90 days after such period to complete the transfer described in the statement delivered to Franchisor, but only with the prior written consent of Franchisor and subject to the conditions for approval set forth in Section 8.3.2. Franchisee and its equity owners shall affect no other sale or transfer of this Agreement or Franchisee's interest in this Agreement or the business conducted under this Agreement or the interest in Franchisee, without first offering or reoffering the same to Franchisor in accordance with this Section 8. If in Franchisor's opinion there is a material change in the terms of the offer, the offer shall be deemed a new proposal and Franchisee or its equity owner shall be required to grant Franchisor or its nominee a right of first refusal with respect to such offer.

8.3.2. **Conditions for Approval.** Franchisor may condition its approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or of the interest in Franchisee upon satisfaction of the following requirements:

8.3.2.1. All of Franchisee's accrued monetary obligations to Franchisor, its parent, subsidiaries, predecessor or affiliate and any supplier for the Franchised Business have been satisfied;

8.3.2.2. All existing defaults under the Franchise Agreement have been cured within the period permitted for cure;

8.3.2.3. Franchisee and its equity owners, if Franchisee is a business entity, has executed a general release under seal, in a form satisfactory to Franchisor of any and all claims against Franchisor and its parent, subsidiaries, predecessor and affiliate and their officers, directors, partners, shareholders, agents, employees, attorneys and accountants in their corporate and individual capacities; provided, however, the release shall not release any liability specifically provided for by any applicable state statute regulating franchising;

8.3.2.4. Franchisee has provided Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules;

8.3.2.5. The transferee has demonstrated to Franchisor's satisfaction that it meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations of this Agreement; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business, chain or network which is similar in nature or in competition with Franchisor or any iCRYO center, except that the transferee may be an existing franchisee of Franchisor;

8.3.2.6. The transferee has executed Franchisor's then-current Franchise Agreement for the remainder of the term of the current franchise agreement;

8.3.2.7. Franchisee has complied, to Franchisor's satisfaction, or Franchisee or the transferee have agreed to comply with and have made arrangements satisfactory to the Franchisor to comply with all obligations to remodel, refurbish, and improve the Franchised Business as required by this Agreement to conform to Franchisor's then-current standards and trade dress;

8.3.2.8. Franchisee or transferee has paid Franchisor a transfer fee of $20,0000.

8.3.2.9. The transferee, its Center Manager and its Assistant Manager (if applicable) shall complete Franchisor's training program to Franchisor's satisfaction at the transferee's own expense within the time frame set forth by Franchisor; and

8.3.2.10. Franchisee acknowledges and agrees that the post-termination provisions of this Agreement including, without limitation, the non-competition provisions, shall survive the transfer of the Franchise.

8.3.2.11. Franchisor, Franchisee, Transferee and any Guarantors enter into Franchisor's then-current form of Transfer Agreement. Franchisor's current form of Transfer Agreement is attached hereto and Exhibit 8.

8.4 **Transfer to a Corporation or Limited Liability Company.** If Franchisee is one or more individuals or a partnership, Franchisee may assign its rights under this Agreement to a corporation or limited liability company for convenience of ownership, provided:

8.4.1. The corporation or limited liability corporation is newly organized and its activities are confined to operating the Franchised Business;

8.4.2. Franchisee is, and at all times remains, the owner of at least 51% of the outstanding shares of the corporation or owns a controlling interest in the limited liability company;

8.4.3. The corporation or limited liability company agrees in writing to assume all of Franchisee's obligations under this Agreement;

8.4.4. All stockholders of the corporation, or members and managers of the limited liability company, personally guarantee prompt payment and performance by the corporation or limited liability company, as applicable, of all its obligations to Franchisor under the Agreement including all non- competition covenants set forth in Section 7.4;

8.4.5. Each stock certificate of the corporate franchisee shall have conspicuously endorsed upon its face a statement, in a form satisfactory to Franchisor, that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; the operating agreement of any limited liability company and any membership certificates shall contain a similar limitation; and

8.4.6. Franchisee shall promptly provide Franchisor a copy of, as applicable: (i) the transferee corporation's Articles of Incorporation, Bylaws, resolutions including, without limitation, the resolutions of the Board of Directors authorizing entry into this Agreement; or (ii) the limited liability company's certificate of organization; and all other governing documents.

Franchisee is not required to pay Franchisor a transfer fee with respect to the initial transfer in accordance with this Section 8.4.

8.5 **Secured Interests and Securities.**

8.5.1. Franchisee shall not grant, and shall not permit a transfer in the nature of a grant, of a security interest in this Agreement.

8.5.2. If Franchisee is a corporation, it shall maintain stop transfer instructions against the transfer on its records of any securities with voting rights subject to the restrictions of this Section 8 and shall issue no such securities upon the face of which the following printed legend does not legibly and conspicuously appear:

> The transfer of this stock is subject to the terms and conditions of a Franchise Agreement between Franchisor and the corporation dated _____, 20__. Reference is made to the Franchise Agreement and to the Articles of Incorporation and Bylaws of this corporation.

8.6 **Transfer by Franchisor.** Franchisor may sell, transfer, assign and/or encumber all or any part of its interest in itself or the Franchise Agreement.

9. BREACH AND TERMINATION

9.1 **Termination by Franchisee.** Franchisee may terminate this Agreement for cause if Franchisor is in breach of any material provision of this Agreement, by giving Franchisor written notice within 60 days of the event or circumstances giving rise to the breach. Franchisee must be in material compliance with this Agreement. The notice shall state specifically the nature of the breach and allow Franchisor 90 days after receipt of the notice to correct the breach. Franchisee's failure to give timely written notice of any breach shall be deemed to be a waiver of Franchisee's right to complain of that breach. If Franchisor fails to cure any material breach within the 90-day cure period, Franchisee may terminate this Agreement for that reason by providing written notice to Franchisor, except if the breach is not susceptible to cure within 90 days, but Franchisor takes action within 90 days to begin curing the breach and acts diligently to complete the corrective action within a reasonable time, Franchisor shall be deemed to have timely cured the breach. Franchisee's termination will be effective only if Franchisee signs all documentation that Franchisor requires, including a release. Notice shall be either hand delivered or sent U.S. Mail, postage prepaid, certified mail, return receipt requested or sent by prepaid overnight courier.

9.2 **Termination by Franchisor**. If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers a notice of termination, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any services or products for which Franchisor is an approved supplier. Franchisor may terminate this Agreement under the following circumstances:

9.2.1. **With Cause and With Opportunity to Cure**. If Franchisee is in breach of any material provision of this Agreement not listed in Section 9.2.2, by giving Franchisee written notice of the event or circumstances giving rise to the breach. The notice will state specifically the nature of the breach and allow Franchisee the following amount of time to correct the breach after receipt of notice:

(a) 7 days if the failure relates to: the use of the Proprietary Marks; direct or indirect violation of Care Provider Regulations; or termination of the administrative services agreement between Franchisee and the Authorized Medical Entity without replacement thereof by an administrative services agreement approved by Franchisor with an Authorized Medical Entity;

(b) 15 days if the failure relates to Franchisee's failure to make any payment of money to Franchisor or its parent, subsidiaries, predecessor or affiliate; and

(c) 30 days if the failure relates to any other breach not listed in this Section 9.2.1 or in Section 9.2.2.

If Franchisee fails to cure any material breach within the applicable cure period, Franchisor may terminate this Agreement for that reason by providing written notice to Franchisee, except if the breach is not susceptible to cure within the time permitted, but Franchisee takes action within the time permitted to begin curing the breach and acts diligently to complete the corrective action within a reasonable time, Franchisee shall be deemed to have timely cured the breach. For purposes of this Agreement, Franchisee's alleged breach of this Agreement shall be deemed cured if both Franchisor and Franchisee agree in writing that the alleged breach has been corrected. Notice shall be either hand delivered or sent U.S. Mail, postage prepaid, electronic mail, certified mail, return receipt requested or sent by prepaid overnight courier.

9.2.2. **With Cause and Without Opportunity to Cure.** Franchisor may terminate this Agreement upon written notice without giving Franchisee opportunity to cure for any of the following breaches or defaults:

(a) **Criminal Acts**. If Franchisee is convicted of or pleads guilty or no contest to a felony or commits any criminal acts involving moral turpitude or other criminal acts which may affect the reputation of the Franchised Business or goodwill of the Proprietary Marks;

(b) **Fraud**. If Franchisee commits fraud in the operation of the Franchised Business;

(c) **Misrepresentation**. If Franchisee misrepresents itself in any way (including through omission of information) in connection with the franchise application.

(d) **Voluntary Bankruptcy.** If Franchisee makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consents to or acquiesces in the appointment of a trustee or receiver for Franchisee or the Franchised Business.

(e) **Involuntary Bankruptcy.** If proceedings are commenced to have Franchisee adjudicated as bankrupt or to seek a reorganization of Franchisee under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for Franchisee or the Franchised Business without Franchisee's consent, and the appointment is not vacated within 60 days.

(f) **Liens.** If a levy or writ of attachment or execution or any other lien is placed against Franchisee, any partner of Franchisee if Franchisee is a partnership, or any guarantor of Franchisee under Section 14 or any of their assets which is not released or bonded against within 60 days.

(g) **Insolvency.** If Franchisee, any partner of Franchisee, or the majority equity owner of Franchisee is insolvent.

(h) **Repeated Breaches.** If Franchisor sends Franchisee 3 or more written notices to cure pursuant to Section 9.2.1 in any 12-month period.

(i) **Breach of Other Agreements.** If Franchisee or any partner, director, officer, shareholder or member of Franchisee materially breaches any other agreement with Franchisor or its parent, subsidiaries, predecessor, affiliate, approved vendor or any lease for the premises of the Franchised Business, and does not cure the breach within any permitted period for cure; provided, however, this Section 9.2.2(i) shall not apply to the breach of a separate franchise agreement between Franchisee and Franchisor with respect to another Franchised Business.

(j) **Intentional Underreporting or Misstatement.** If Franchisee intentionally underreports or misstates any information required to be reported to Franchisor under this Agreement, including but not limited to Gross Revenues required to be reported under this Agreement.

(k) **Abandonment.** If Franchisee voluntarily or otherwise abandons the

Franchised Business. The term "abandon" means conduct of Franchisee which indicates a desire or intent to discontinue the Franchised Business in accordance with the terms of this Agreement and shall apply in any event if Franchisee fails to operate the Franchised Business as an iCRYO center for a period of 3 or more consecutive days without the prior written approval of Franchisor.

(l) **Failure to Open Franchised Business**. If Franchisee fails to open the Franchised Business during the time periods set forth in this Agreement.

(m) **Public Health and Safety**. If a threat or danger to public health or safety results from the maintenance or operation of the Franchised Business or any violation of health or safety law occurs at the Franchised Business.

(n) **Restrictive Covenants**. Upon any violation of any covenants set forth in Section 7.4 of this Agreement.

(o) **Confidential Information**. If Franchisee uses the Confidential Information in an unauthorized manner;

(p) **Insurance**. If Franchisee fails to maintain required insurance coverage;

(q) **Unauthorized Transfer**. If a transfer occurs without meeting the requirements set forth in Section 8 of this Agreement.

(r) **Failure to Provide Access**. If Franchisee fails or refuses to permit Franchisor unfettered access to the Franchised Business premises;

(s) **Loss of Occupancy**. If Franchisee loses the right to occupy the Franchised Business premises;

Notice shall be either hand delivered or sent electronic mail, U.S. Mail, postage prepaid, certified mail, return receipt requested or sent by prepaid overnight courier.

9.3 **Nonwaiver**. Franchisor's delay in exercising or failure to exercise any right or remedy under this Agreement or Franchisor's acceptance of any late or partial payment due under this Agreement or any other agreement between Franchisor and Franchisee or Franchisor's consent to a transfer of any interest in Franchisee shall not constitute a waiver of any of Franchisor's rights or remedies against Franchisee.

10. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

10.1 **Franchisee's Obligations.** Upon termination of this Agreement by either Franchisor or Franchisee, regardless of the cause, and upon expiration and nonrenewal or transfer of this Agreement, Franchisee shall:

10.1.1. Cease immediately all operations under this Agreement;

10.1.2. Pay immediately to Franchisor all unpaid fees and pay Franchisor, its parent, subsidiaries, predecessor or affiliate and any supplier for the Franchised Business all other monies owed them;

10.1.3. Discontinue immediately the use of the Proprietary Marks;

10.1.4. Immediately return the Confidential Operations Manual to Franchisor and all other manuals and Confidential Information loaned to Franchisee by Franchisor and immediately cease to use the Confidential Information;

10.1.5. Immediately cease using all telephone numbers and listings used in connection with the operation of the Franchised Business and direct the telephone company to transfer all such numbers and listings to Franchisor or its designee or, if Franchisor so directs, to disconnect the numbers;

10.1.6. Promptly surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks as directed by Franchisor and all items which are a part of the trade dress of the iCRYO System;

10.1.7. Sell to Franchisor or its designee, at Franchisor's option, (1) all inventory in useable form bearing the Proprietary Marks and (2) any furnishings, equipment, signs or fixtures Franchisor elects to purchase at the original purchase price thereof or at its then-current value if less than the original purchase price, in Franchisor's judgment, within 15 days following the date of termination or expiration;

10.1.8. If Franchisor elects to assume Franchisee's lease, immediately vacate the premises or, if Franchisor does not elect, immediately change the appearance of the premises inside and outside, including trade dress, signs, furnishings and fixtures, so that they no longer resemble an iCRYO center and to protect the Proprietary Marks, including any changes Franchisor specifically requests. If Franchisee fails to make the modifications or alterations, Franchisor will have the right to re- enter the premises and do so and charge Franchisee its costs plus a reasonable administrative fee in its sole discretion;

10.1.9. Cease to hold itself out as a franchisee of Franchisor;

10.1.10. Take action necessary to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Proprietary Mark licensed by Franchisor and furnish Franchisor evidence satisfactory to Franchisor of compliance with this obligation within 30 calendar days after the termination, expiration or transfer of this Agreement;

10.1.11. Permit Franchisor to make final inspection of Franchisee's financial records, books, and other accounting records within 6 months of the effective date of termination, expiration, or transfer; and

10.1.12. Comply with the post-termination covenants set forth in Section 7.4, all of which shall survive the transfer, termination or expiration of this Agreement.

10.2 **Power of Attorney**. Franchisor is hereby irrevocably appointed as Franchisee's attorney- in-fact to execute in Franchisee's name and on Franchisee's behalf all documents necessary to discontinue Franchisee's use of the Proprietary Marks and the Confidential Information.

11. NOTICES

All notices, requests and reports to be given under this Agreement are to be in writing, and delivered by either hand, overnight courier, telegram or certified or registered mail (except that the regular monthly Report or such other report designated by Franchisor may be sent by regular mail), prepaid, to the following addresses (which may be changed by written notice):

Franchisee: _____

_____

Franchisor: 14200 Gulf Freeway, Suite 210
Houston, Texas, 77034

Notwithstanding the foregoing, knowledge of a change in Franchisor's principal place of business shall be deemed adequate designation of a change and notice shall be sent to the new address. Notices sent by regular mail shall be deemed delivered on the third business day following mailing.

12. INTERPRETATION

12.1 **Amendments** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. NOTHING IN THIS AGREEMENT IS INTENDED TO DISCLAIM ANY INFORMATION CONTAINED IN THE FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT.

12.2 **Choice of Law and Selection of Venue**. This Agreement shall be governed by the laws of the State of Texas. Except as provided in Section 12.3 and 12.4 below, any action at law or equity instituted against either party to this Agreement shall be commenced only in the Courts of the then-current County and State where our corporate headquarters is located. Franchisee hereby irrevocably consents to the personal jurisdiction of the courts in the then-current County and State where our corporate headquarters is located, as set forth above.

12.3 **Injunctive Relief**. Nothing in this Agreement shall prevent Franchisor from obtaining injunctive relief against actual or threatened conduct that shall cause it loss or damages, in any appropriate forum under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

12.4 **Arbitration**. Except as set forth in Section 12.3 above, disputes and claims relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, will be submitted to arbitration at the office of the American Arbitration Association ("AAA") responsible for administering claims filed in the then-current County and State where our corporate headquarters is located, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the AAA. Any disputes to be resolved by arbitration shall be governed by the Federal Arbitration Act, as amended.

The following shall supplement and, in the event of a conflict, shall govern any dispute submitted to arbitration. The parties shall select one arbitrator from the panel provided by the AAA and the

arbitrator shall use the laws of Texas for interpretation of this Agreement. In selecting the arbitrator from the list provided by the AAA, the Franchisor and Franchisee shall make the selection by the striking method. The arbitrator shall apply the Federal Rules of Evidence at the hearings. The prevailing party shall be entitled to recover from the non-prevailing party all costs of arbitration, including, without limitation, the arbitrator's fee, attorneys' fees, interest, and costs of investigation.

The arbitrator shall have no authority to amend or modify the terms of the Agreement. The Franchisor and Franchisee further agree that, unless such a limitation is prohibited by applicable law, neither the Franchisor nor Franchisee shall be liable for punitive or exemplary damages, and the arbitrator shall have no authority to award the same. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between the Franchisor and Franchisee. Judgment upon the award of the arbitrator shall be submitted for confirmation to the applicable United States District Court or the Courts of the then-current County and State where our corporate headquarters is located, and, if confirmed, may be subsequently entered in any court having competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of this Agreement. No claim subject to this provision may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Furthermore, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Except, as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

12.5 **Construction of Language.** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Franchisee, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to Franchisee's "immediate family" means the spouse, parent, children and siblings of Franchisee and the parents, children and siblings of Franchisee's spouse. The BACKGROUND Section at the beginning of this Agreement contains contractual terms that are not mere recitals.

12.6 **Successors.** References to Franchisor or Franchisee include their successors, assigns or transferees, subject to the limitations of this Agreement.

12.7 **Severability.** If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it shall then be severed, and the remainder of that provision shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to Franchisor or its parent, subsidiaries, predecessor or affiliate or protection of the Proprietary Marks, or the Confidential Information, including the Confidential Operations Manual and Franchisor's other trade secrets, is declared invalid or unenforceable, then Franchisor at its option may terminate this Agreement immediately upon written notice to Franchisee.

12.8 **No Right to Offset.** Franchisee shall not withhold all or any part of any payment to Franchisor or any of its subsidiaries or affiliates on the grounds of the alleged nonperformance of Franchisor or it parent, subsidiaries, predecessor or affiliate or as an offset against any amount

Franchisor or its parent, subsidiaries, predecessor or affiliate may owe or allegedly owe Franchisee under this Agreement or any related agreements.

12.9 **Force Majeure.** Neither Franchisor, its parent, predecessor, subsidiaries or affiliate nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if its failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, or civil disorders. Any delay resulting from any such cause shall extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or shall excuse performance, in whole or in part, as Franchisor deems reasonable.

12.10 **Rights Cumulative.** No right or remedy under this Agreement shall be deemed to be exclusive of any other right or remedy under this Agreement or of any right or remedy otherwise provided by law or and equity. Each right and remedy will be cumulative.

12.11 **PARTIES. THE SOLE ENTITY AGAINST WHICH FRANCHISEE MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY FOR ANY CLAIM IS FRANCHISOR OR ITS SUCCESSORS OR ASSIGNS. THE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF FRANCHISOR AND OF ITS PARENT, PREDECESSOR OR AFFILIATS SHALL NOT BE NAMED AS A PARTY IN ANY LITIGATION, ARBITRATION OR OTHER PROCEEDINGS COMMENCED BY FRANCHISEE IF THE CLAIM ARISES OUT OF OR RELATES TO THIS AGREEMENT.**

12.12 **LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FRANCHISOR BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES THAT ARE NOT DIRECT DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM FOR DAMAGES.**

12.13 **JURY TRIAL WAIVER. FRANCHISOR AND FRANCHISEE, RESPECTIVELY, WAIVE ANY RIGHT EITHER MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. FRANCHISOR AND FRANCHISEE, RESPECTIVELY, EACH ACKNOWLEDGE THAT THEY HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

12.14 **FRANCHISOR APPROVAL AND DISCRETION. TO THE EXTENT THAT FRANCHISOR'S CONSENT OR APPROVAL IS REQUIRED OR ANY DECISION IS SUBJECT TO THE DISCRETION OF THE FRANCHISOR, AND WHENEVER FRANCHISOR EXERCISES A RIGHT, PRESCRIBES AN ACT OR THING, OR OTHERWISE MAKES A CHOICE OR USES DISCRETION, THE PARTIES AGREE THAT FRANCHISOR HAS THE WHOLLY UNRESTRICTED RIGHT TO MAKE DECISIONS AND/OR TAKE (OR REFRAIN FROM TAKING) ACTIONS, EXCEPT THAT FRANCHISOR WILL NOT ACT ARBITRARILY OR UNREASONABLY. HOWEVER, FRANCHISOR WILL NOT BE REQUIRED TO CONSIDER FRANCHISEE'S INDIVIDUAL INTERESTS OR THE INTERESTS OF ANY OTHER PARTICULAR FRANCHISEE(S), EVEN IF A PARTICULAR DECISION/ACTION MAY HAVE NEGATIVE CONSEQUENCES FOR FRANCHISEE, A PARTICULAR FRANCHISEE OR GROUP OF FRANCHISEES.**

FRANCHISEE ACKNOWLEDGES AND AGREES THAT THE ULTIMATE DECISION- MAKING RESPONSIBILITY WITH RESPECT TO THE SYSTEM (AMONG OTHER THINGS) MUST BE, AS A PRACTICAL BUSINESS MATTER, VESTED SOLELY IN FRANCHISOR, SINCE FRANCHISEE, FRANCHISOR AND ALL OTHER FRANCHISEES HAVE A COLLECTIVE INTEREST IN WORKING WITHIN A FRANCHISE SYSTEM WITH THE UNRESTRICTED FLEXIBILITY TO QUICKLY ADJUST TO CHANGING BUSINESS CONDITIONS, INCLUDING COMPETITIVE CHALLENGES, NEW REGULATORY DEVELOPMENTS AND EMERGING BUSINESS OPPORTUNITIES. FRANCHISEE UNDERSTANDS AND AGREES THAT FRANCHISOR HAVING SUCH RIGHTS ARE CRITICAL TO ITS ROLE AS FRANCHISOR AND TO OBTAIN THE PARTIES GOALS FOR CONTINUING IMPROVEMENT OF THE iCRYO SYSTEM.

13. REPRESENTATIONS

13.1 **NO AUTHORITY. NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE FRANCHISOR, EXCEPT AN AUTHORIZED OFFICER OF FRANCHISOR, BY A WRITTEN DOCUMENT. FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY OR ON BEHALF OF FRANCHISOR WHICH HAVE LED FRANCHISEE TO ENTER INTO THIS AGREEMENT. FRANCHISEE UNDERSTANDS THAT WHETHER IT SUCCEEDS AS A FRANCHISEE IS DEPENDENT UPON FRANCHISEE'S EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF FRANCHISEE'S EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND THE CONTROL OR INFLUENCE OF FRANCHISOR. FRANCHISEE FURTHER UNDERSTANDS THAT SOME FRANCHISEES ARE MORE, OR LESS, SUCCESSFUL THAN OTHER FRANCHISEES AND THAT FRANCHISOR HAS MADE NO REPRESENTATION THAT FRANCHISEE SHALL DO AS WELL AS ANY OTHER FRANCHISEE.**

FRANCHISEE SPECIFICALLY ACKNOWLEDGES THAT HE OR SHE HAS NOT RECEIVED OR RELIED ON (NOR HAS FRANCHISOR OR ANYONE ELSE PROVIDED) ANY STATEMENTS, PROMISES OR REPRESENTATIONS THAT FRANCHISEE WILL SUCCEED IN THE FRANCHISED BUSINESS; ACHIEVE ANY PARTICULAR SALES, INCOME OR OTHER LEVELS OF PERFORMANCE; EARN ANY PARTICULAR AMOUNT, INCLUDING ANY AMOUNT IN EXCESS OF YOUR INITIAL FRANCHISE FEE OR OTHER PAYMENTS TO FRANCHISOR; OR RECEIVE ANY RIGHTS, GOODS, OR SERVICE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. ANY STATEMENTS REGARDING ACTUAL, POTENTIAL OR PROBABLE REVENUES OR PROFITS OF ANY FRANCHISED BUSINESS NOT CONTAINED IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNAUTHORIZED, UNWARRANTED AND UNRELIABLE, FRANCHISOR WILL NOT BE RESPONSIBLE FOR IT AND IT SHOULD BE REPORTED TO FRANCHISOR IMMEDIATELY.

NOTHING IN THIS OR ANY RELATED AGREEMENT, HOWEVER, IS INTENDED TO DISCLAIM THE REPRESENTATIONS FRANCHISOR MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT WAS FURNISHED TO FRANCHISEE.

13.2 **RECEIPT. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THIS AGREEMENT, WITH ALL BLANKS COMPLETED AND WITH ANY AMENDMENTS AND EXHIBITS, AT LEAST 7 CALENDAR DAYS PRIOR TO EXECUTION OF THIS AGREEMENT. IN ADDITION, THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF FRANCHISOR'S**

FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 CALENDAR PRIOR TO THE EXECUTION OF THIS AGREEMENT OR FRANCHISEE'S PAYMENT OF ANY MONIES TO FRANCHISOR, REFUNDABLE OR OTHERWISE.

13.3 **OPPORTUNITY FOR REVIEW BY FRANCHISEE'S ADVISORS.** FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS RECOMMENDED, AND THAT FRANCHISEE HAS HAD THE OPPORTUNITY TO OBTAIN REVIEW OF THIS AGREEMENT AND FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT BY FRANCHISEE'S LAWYER, ACCOUNTANT OR OTHER BUSINESS ADVISOR PRIOR TO ITS EXECUTION.

13.4 **EXECUTION OF AGREEMENT. EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. IF FRANCHISEE IS A PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY, THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE BUSINESS ENTITY WARRANTS TO FRANCHISOR, BOTH INDIVIDUALLY AND IN HIS CAPACITY AS PARTNER, OFFICER, MEMBER OR MANAGER, THAT ALL OF THE EQUITY OWNERS OF FRANCHISEE, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER THEIR INTEREST IN THE BUSINESS ENTITY.**

13.5 **ANTI-TERRORISM LAW COMPLIANCE**. **FRANCHISEE AND ITS EQUITY OWNERS AGREE TO COMPLY WITH, AND TO ASSIST FRANCHISOR, TO THE FULLEST EXTENT POSSIBLE IN FRANCHISOR'S EFFORTS TO COMPLY WITH ANTI-TERRORISM LAWS (DEFINED BELOW). IN CONNECTION WITH THAT COMPLIANCE, FRANCHISEE, AND ITS OWNERS CERTIFY, WARRANT AND REPRESENT THAT NONE OF FRANCHISEE'S, OR ITS EQUITY OWNER'S PROPERTY, OR INTERESTS ARE SUBJECT TO BEING BLOCKED UNDER ANY ANTI-TERRORISM LAWS, AND THAT FRANCHISEE AND ITS OWNERS OTHERWISE ARE NOT IN VIOLATION OF ANY ANTI-TERRORISMLAWS. "ANTI-TERRORISM LAWS" MEANS EXECUTIVE ORDER 13224 ISSUED BY THE PRESIDENT OF THE UNITED STATES, THE USA PATRIOT ACT, AND ALL OTHER PRESENT AND FUTURE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, POLICIES, LISTS AND OTHER REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY ADDRESSING OR IN ANY WAY RELATING TO TERRORIST ACTS AND ACTS OF WAR. FRANCHISEE SHALL IMMEDIATELY NOTIFY FRANCHISOR OF ANY MISREPRESENTATION OR BREACH OF THIS SECTION 13.7. FRANCHISOR MAY TERMINATE THIS AGREEMENT WITHOUT ANY OPPORTUNITY FOR FRANCHISEE TO CURE UNDER SECTION 9.2.1 UPON ANY MISREPRESENTATION OR BREACH BYFRANCHISEE OF THIS SECTION 13.5.**

14. PERSONAL GUARANTEES

If Franchisee is a corporation, general partnership or limited liability company, or subsequent to execution of this Agreement, Franchisee assigns this Agreement to a corporation, general partnership or limited liability company, all shareholders, all general partners or all members and managers, respectively, hereby personally and unconditionally guarantee without notice, demand or presentment the payment of all of Franchisee's monetary obligations under this Agreement as if each were an original party to this Agreement in his or her individual capacity. In addition, all personal guarantors further agree to be bound by the restrictions upon Franchisee's activities upon transfer, termination or expiration and non-renewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All personal guarantors shall execute a continuing personal guaranty in the form attached as Exhibit 3.

15. OWNERSHIP OF FRANCHISEE

If Franchisee is a corporation, general partnership or limited liability company, or subsequent to execution of this Agreement, Franchisee assigns this Agreement to a corporation, general partnership or limited liability company, the Statement of Ownership Interest attached to this Agreement as Exhibit 2 completely and accurately describes all of the equity owners and their interests in Franchisee and Franchisee's Operating Principal. Subject to Franchisor's rights and Franchisee's obligations under Section 8, Franchisee agrees to sign and deliver to Franchisor a revised Statement of Ownership Interest to reflect any permitted changes in the information that Exhibit 2 now contains. Franchisee shall promptly provide Franchisor a copy of, as applicable: (i) the transferee corporation's Articles of Incorporation, Bylaws, resolutions including, without limitation, the resolutions of the Board of Directors authorizing entry into this Agreement; or (ii) the limited liability company's certificate of organization or formation, the Operating Agreement; and all other governing documents. If Franchisee is an entity, it must be a single purpose entity and cannot operate any other business using the entity name.

FRANCHISEE ACKNOWLEDGES TO FRANCHISOR THAT FRANCHISEE HAS READ THIS FRANCHISE AGREEMENT AND UNDERSTANDS ITS TERMS AND FRANCHISEE WOULD NOT SIGN THIS FRANCHISE AGREEMENT IF FRANCHISEE DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

(FRANCHISEE)

By:_____

iCRYO FRANCHISE SYSTEMS, LLC

By: _____

EXHIBIT 1 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

APPROVED LOCATION

The Approved Location for the Franchised Business is as follows:

PROTECTED AREA

Franchisee's Protected Area is as follows:

(FRANCHISEE)

By:_____

DATED:_____

iCRYO FRANCHISE SYSTEMS, LLC

By: _____

DATED: _____

EXHIBIT 2 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

Statement of Ownership Interest

Effective Date: This document is current and complete as of_____, 20____

Franchisee Owners

1. **Form of Owner**. (Choose (a) or (b))

a) Individual Proprietorship. List individual(s):

_____

_____

_____

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

Name of Each Director/Manager/Officer	Position(s) Held

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

Owner's Name	Percentage/Description of Interest
1. _____	
2. _____	
3. _____	

3. **Identification of Operating Principal**. Your Operating Principal as of the Effective Date is _____ (must be one of the individuals listed in paragraph 2 above). You may not change the Operating Principal without Franchisor's prior written approval. The Operating Principal is the person to receive communications from Franchisor and Notice for Franchisee.

Address:

_____

E-mail Address:_____

(FRANCHISEE)

By:_____

DATED:_____

iCRYO FRANCHISE SYSTEMS, LLC

By: _____

DATED: _____

EXHIBIT 3 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

PERSONAL GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, EACH OF ITS SHAREHOLDERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A PARTNERSHIP, EACH OF ITS GENERAL PARTNERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A LIMITED LIABILITY CORPORATION, ALL OF ITS MEMBERS AND MANAGERS MUST EXECUTE THE FOLLOWING UNDERTAKING.

The undersigned persons hereby represent to iCRYO Franchise Systems, LLC ("Franchisor") that they are all of the shareholders of Franchisee, or all of the general partners of Franchisee, or all of the members and managers of Franchisee, as the case may be. In consideration of the grant by Franchisor to Franchisee as provided under the Franchise Agreement between Franchisor and ("Franchisee"), dated the ____ day of _____, 20__ (the "Franchise Agreement"), each of the undersigned agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, shall be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, that they and each of them do unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the Franchise Agreement, including, without limitation, any indebtedness of Franchisee arising under or by virtue of the Franchise Agreement to Franchisor and/or its subsidiaries or affiliate, and that they and each of them shall not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first notifying Franchisor of said proposed transfer and obtaining the prior written consent of Franchisor, and without first paying or causing to be paid to Franchisor the transfer fee provided for in the Franchise Agreement, and without otherwise complying with the transfer provisions of the foregoing Franchise Agreement. The undersigned further agree to be bound by the in- term and post-termination covenants of the Franchise Agreement including, without limitation, those relating to confidentiality and noncompetition. The undersigned also agree that the governing law and methods for resolution of disputes which govern this Guaranty shall be the same as those outlined in the Franchise Agreement.

EACH GUARANTOR ACKNOWLEDGES TO iCRYO FRANCHISE SYSTEMS, LLC THAT GUARANTOR HAS READ THIS PERSONAL GUARANTY AND UNDERSTANDS ITS TERMS AND GUARANTOR WOULD NOT SIGN THIS PERSONAL GUARANTY IF GUARANTOR DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

Dated: _____ _____

Print Name

_____

Print Name

_____

Print Name

_____

Print Name

_____

EXHIBIT 4 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") assigns and transfers to iCRYO Franchise Systems, LLC, a Texas limited liability company ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Exhibit "A" (the "Lease") respecting premises commonly known as_. This Assignment is for collateral purposes only and except as specified in this Agreement, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor there under.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under the franchise agreement between Assignee and Assignor for the operation of an iCRYO center (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor there from, and, in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees that it shall not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal.

ASSIGNOR:

Witness

(Individual, Partnership, Corporation or LLC

Name) By: _____

_____

Title:_____

ASSIGNEE:

iCRYO FRANCHISE SYSTEMS, LLC
By: _____

Title: _____

CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the aforedescribed Lease hereby:

1. Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

2. Agrees that Assignee shall have the right, but shall not be obligated, to cure any default by Assignor under the Lease within 30 days after delivery by Lessor of notice thereof in accordance with Section (a) above;

3. Consents to the foregoing Collateral Assignment and agrees that if Assignee takes possession of the premises demised by the Lease and confirms to Lessor the assumption of the Lease by Assignee as tenant there under, Lessor shall recognize Assignee as tenant under the Lease, provided that Assignee cures within the 30-day period the defaults, if any, of Assignor under the Lease;

4. Agrees that Assignee may further assign the Lease to a person, firm or corporation who shall agree to assume the tenant's obligations under the Lease and who is reasonably acceptable to Lessor and upon such assignment Assignee shall have no further liability or obligation under the Lease as assignee, tenant or otherwise.

5. On termination or expiration of the Franchise Agreement or the Lease, Assignee shall have the right to re-enter the Premises and make all necessary modifications or alterations to the Premises including the removal of all articles which display Assignee's Proprietary Marks. Assignee's re- entry shall not be deemed as trespassing.

DATED:

LESSOR:

_____

ASSIGNEE:

iCRYO FRANCHISE SYSTEMS, LLC

By: _____

Title: _____

EXHIBIT 5(a) TO iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT
(For employees of the Franchisee)

1. Pursuant to a Franchise Agreement dated _____, 20____ (the "Franchise Agreement"), (the "Franchisee") has acquired the right and franchise from iCRYO FRANCHISE SYSTEMS, LLC (the "Company") to establish and operate an iCRYO center (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only in the following territory: ____ _____(the "Protected Area").

2. The Company, as the result of the expenditure of time, skill, effort and resources, has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of iCRYO Centers. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, specifications, security protocols, computer hardware and systems, technology and equipment used, methods of business practices and management, research and development, training processes, operational manuals, presentation materials, vendor agreements, supplier lists, vendor lists, marketing and merchandising strategies, plans for new product or service offerings, and experience in, the operation of the Franchised Business (the "Confidential Information"). Confidential Information shall also expressly include all client personal information that I obtain or have access to during my employment.

3. In consideration for my employment with the Franchisee and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree to the terms of this Confidentiality Agreement (the "Agreement").

4. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

5. As an employee of the Franchisee, the Company and Franchisee may disclose the Confidential Information to me via training programs, the Company's Confidential Operations Manual (the "Manual"), client intake forms and other general assistance during the term of my employment with the Franchisee.

6. I will not acquire any interest in the Confidential Information, other than the right to utilize it in performing my duties for the Franchised Business during the term of my employment with the Franchisee and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition. I covenant that I will not forward or provide the Confidential Information to any third party, nor store it on any personal or third-party electronic device, disk, drive, or otherwise, unless expressly authorized to do so by the Company.

7. Any work performed by me during my employment with the Franchisee and any derivative works created by me using the Confidential Information or any proprietary information

of the Company are considered “works made for hire” and I will have no ownership interest in the items created.

8. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as an employee of the Franchisee, and will continue not to disclose or use any such information even after I cease to be employed by the Franchisee, unless I can demonstrate that such information has become generally known to the public or easily accessible other than by the breach of an obligation of the Franchisee under the Franchise Agreement, a breach of the employees or associates of the Franchisee, or a breach of my own duties or the duties hereunder.

9. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. In the event any provision of this Agreement is ever deemed to exceed the limits permitted by any applicable law, the provisions set forth herein will be reformed to the extent necessary to make them reasonable and enforceable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions, all of which are severable and will be given full force and effect.

10. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

11. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, in addition to any other remedies available to them, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

12. This is not a contract for employment and does not guaranty my employment for any set period of time. I agree and understand that the Franchisee is my employer and I have no employment relationship with the Company.

13. Subject to the rights of the Franchisee and the Company in Section 11, it is expressly acknowledged, understood and agreed that any and all claims, disputes or controversies that may arise concerning this Agreement, or the construction, performance, or breach of this Agreement, will be submitted to and adjudicated, determined and resolved through compulsory, binding arbitration. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the American Arbitration Association (“AAA”), unless otherwise required by law, for any action or proceeding arising out of or relating to this Agreement, unless otherwise mutually agreed by the parties. It is acknowledged, understood and agreed that any such arbitration will be final and binding and that by agreeing to arbitration, the parties are waiving their respective rights to seek remedies in court, including the right to a jury trial. The parties waive, to

the fullest extent permitted by law, any right they may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement, whether based in contract, tort, statute (including any federal or state statute, law, ordinance or regulation), or any other legal theory. It is expressly acknowledged, understood and agreed that: arbitration is final and binding; the parties are waiving their right to seek legal remedies in court including the right to a trial by jury; pre-arbitration discovery generally is more limited than and different from that available in court proceedings; the arbitrator's award is not required to include factual findings or legal reasoning; and any party's right to appeal or vacate, or seek modification of, the arbitration award, is strictly limited by law. It is understood, acknowledged and agreed that in any such arbitration, each party will be solely responsible for payment of his/her/its own counsel fees, with the costs of arbitration borne equally by the parties. Questions regarding the enforceability and scope of this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act. Otherwise, the terms of this Agreement shall be governed by the laws of the State of employment. Any such arbitration will be conducted in the county and State of employment.

14. In the event any action for equitable relief, injunctive relief or specific performance is filed, or should any action be filed to confirm, modify or vacate any award rendered through compulsory binding arbitration, I hereby irrevocably agree that the forum for any such suit will lie with a court of competent jurisdiction in the county and State of employment, and hereby agree to the personal jurisdiction and venue of such court.

15. This Agreement will be binding upon and inure to the benefit of all parties including my heirs, personal representatives, successors and assigns and Franchisee's and Company's officers, directors, executives, employees, representatives, successors, agents and assigns. I understand that this Agreement may and will be assigned or transferred to, and will be binding upon and will inure to the benefit of, any successor of the Company, and any successor will be deemed substituted, for all purposes, as the "Company" under the terms of this Agreement. As used in this Agreement the term "successor" will mean any person, firm, corporation, or business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the assets of the business of the Company. I acknowledge that the services to be rendered by me in my employment are unique and personal. Accordingly, I may not assign any of my rights nor delegate any of my duties or obligations under this Agreement.

Dated:_____ Signature:_____

Name:_____

Title:_____

ACKNOWLEDGED BY FRANCHISE

By:_____

Name:_____

ACKNOWLEDGED BY COMPANY

By:_____

Name:_____

EXHIBIT 5(b) TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

(for non-affiliated spouses of Franchisee/Franchisee's owners)

1. Pursuant to a Franchise Agreement dated _____, 20|____ (the "Franchise Agreement"), (the "Franchisee") has acquired the right and franchise from iCRYO FRANCHISE SYSTEMS, LLC (the "Company") to establish and operate an iCRYO center (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only in the following territory: _____ (the "Protected Area").

2. The Company, as the result of the expenditure of time, skill, effort and resources, has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of iCRYO Centers. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, specifications, security protocols, computer hardware and systems, technology and equipment used, methods of business practices and management, research and development, training processes, operational manuals, presentation materials, vendor agreements, supplier lists, vendor lists, marketing and merchandising strategies, plans for new product or service offerings, and experience in, the operation of the Franchised Business (the "Confidential Information"). Confidential Information shall also expressly include all client personal information that I obtain or have access to.

3. In consideration for the Company agreeing to enter into a Franchise Agreement with the Franchisee and my access to Confidential Information of Franchisee and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree to the terms of this Confidentiality, Non-Disclosure and Non-Competition Agreement (the "Agreement").

4. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in assisting with the operation of the Franchised Business during the term of my spouse's association with the Franchisee or the expiration or termination of the Franchise Agreement, whichever occurs first, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition. I covenant that I will not forward or provide the Confidential Information to any third party, nor store it on any personal or third-party electronic device, disk, drive, or otherwise, unless expressly authorized to do so by the Company.

6. I understand and agree that I will have no ownership interest in any derivative works created by me, the Franchisee's employees, or any third party using the Confidential Information or any proprietary information of the Company.

7. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with assisting the operation of the Franchised Businesses, and will continue not to disclose or use any such information even after my spouse ceases to be associated with the Franchisee, unless I can demonstrate that such information has become generally known to the public or easily accessible other than by the breach of an obligation of the Franchisee under the Franchise Agreement, a breach of the employees or associates of the Franchisee, or a breach of my own duties or the duties of my spouse hereunder.

8. Except as otherwise approved in writing by the Company, I shall not, during my spouse's association with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation (i) divert or attempt to divert any member, business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or (ii) own, maintain, engage in, be employed by, or have any interest in any other business which offers cryotherapy and other services offered by iCRYO Centers (a "Competing Business"); or (iii) own, maintain, engage in, be employed by or have any interest in any company that grants licenses or franchises for a Competing Business. Further, for a continuous uninterrupted period commencing upon the expiration or termination of (a) the Franchise Agreement or (b) my spouse's affiliation with the Franchisee (whichever occurs first), regardless of the cause for termination, and continuing for two (2) years, I shall not either directly or indirectly, for myself or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation (i) own, maintain, engage in, be employed by or have any interest ina Competing Business within a radius of 20 miles (as the crow flies) of the iCRYO Center, or any other iCRYO center in operation or under construction, or of any site which is being considered or for which a lease has been signed or discussions are under way for an iCRYO center; or (ii) own, maintain, engage in, be employed by or have any interest in any company that grants licenses or franchises for a Competing Business.

The prohibitions in this Paragraph 9 do not apply to my spouse's continuing interests in or activities performed in connection with a Franchised Business that is still in operation.

9. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. In the event any provision of this Agreement is ever deemed to exceed the limits permitted by any applicable law, the provisions set forth herein will be reformed to the extent necessary to make them reasonable and enforceable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions, all of which are severable and will be given full force and effect.

10. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

11. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from

violating this Agreement, in addition to any other remedies available to them, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

12. This is not a contract for employment. I agree and understand that I have no employment relationship with the Company.

13. The methods of dispute resolution and the governing law outlined in the Franchise Agreement are incorporated herein and shall govern any dispute in the meaning, understanding, effect, enforcement, interpretation or validity of this Agreement.

14. This Agreement will be binding upon and inure to the benefit of all parties including my heirs, personal representatives, successors and assigns and Franchisee's and Company's officers, directors, executives, employees, representatives, successors, agents and assigns. I understand that this Agreement may and will be assigned or transferred to, and will be binding upon and will inure to the benefit of, any successor of the Company, and any successor will be deemed substituted, for all purposes, as the "Company" under the terms of this Agreement. As used in this Agreement the term "successor" will mean any person, firm, corporation, or business entity which at any time, whether by merger, purchase or otherwise, acquires all or substantially all of the assets of the business of the Company. I may not assign any of my rights nor delegate any of my duties or obligations under this Agreement.

Dated: _____ Signature _____

Name: _____

Title: _____

ACKNOWLEDGED BY FRANCHISEE

By: _____

Name: _____

ACKNOWLEDGED BY COMPANY

By: _____

Name: _____

EXHIBIT 6 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

FORM OF RELEASE
(Current Form – Subject to Change)

THIS AGREEMENT ("Agreement") is made and entered into this _____day of _____ _____, _____20___ ("Effective Date") by and between iCRYO FRANCHISE SYSTEMS, LLC, a Texas limited liability company having its principal place of business located at 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034 (the "Franchisor"), _____, with an address of _____ ("Franchisee") and ("Guarantors").

WHEREAS, Franchisor and Franchisee entered into a franchise agreement dated _____ (the "Franchise Agreement") which provides Franchisee with the right to operate an iCRYO center with a Protected Area consisting of (the "Franchised Business");

Wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. The Franchise Agreement shall be deemed terminated as of the Effective Date of this Agreement; however, Franchisee and its Guarantors shall be bound by the post-term restrictions and covenants contained in the Franchise Agreement and attached schedules for the periods set forth therein.

2. Franchisee and its officers, directors, shareholders, agents, affiliates, subsidiaries, servants, employees, partners, members, heirs, predecessors, successors and assigns and Guarantors, do each hereby release Franchisor, its parents, officers, directors, shareholders, agents, affiliates, subsidiaries, servants, employees, partners, members, heirs, successors and assigns, from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, judgments, liabilities and obligations, both fixed and contingent, known and unknown, in law or in equity, under local law, state or federal law or regulation which Franchisee and its Guarantors had, from the beginning of time to this date, arising under or in connection with the Franchise Agreement, it being the express intention of each party that this Release is as broad as permitted by law. Further, no claim released hereunder has been assigned to any individual or entity not a party to this Agreement.

3. In the event any provision of this Agreement is ever deemed to exceed the limits permitted by any applicable law, the provisions set forth herein will be reformed to the extent necessary to make them reasonable and enforceable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions, all of which are severable and will be given full force and effect.

4. The governing law, methods of dispute resolution and any right to recovery of attorney's fees outlined in the Franchise Agreement shall apply to this Agreement as well.

5. This Agreement and the other documents referred to herein contain the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior

agreements, except those contemplated hereunder or not inconsistent herewith. Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Any waiver of any term of this Agreement by Franchisor will not operate as a waiver of any other term of this Agreement, nor will any failure to enforce any provision of this Agreement operate as a waiver of Franchisor's right to enforce any other provision of this Agreement.

8. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. Signature pages may be executed and delivered via facsimile or electronic transmission, and any such counterpart executed and delivered via facsimile or electronic transmission shall be deemed an original for all intents and purposes.

In Witness Whereof, the parties by their undersigned representatives hereby execute this Release.

FRANCHISOR

By: _____

Title: _____

FRANCHISEE: _____

By: _____

Title _____

GUARANTORS:

_____
,individually

_____
,individually

EXHIBIT 7 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

DISCLOSURE QUESTIONNAIRE

As you know, you and iCRYO FRANCHISE SYSTEMS, LLC, a Texas limited liability company ("Franchisor") are entering into a Franchise Agreement for the operation of an iCRYO center (the "Franchised Business"). The purpose of this document is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

Acknowledgments and Representations

1. Did you receive a copy of Franchisor's Franchise Disclosure Document (and all exhibits and attachments at least 14 calendar days prior to signing the Franchise Agreement or paying any consideration to the Franchisor (10 business days for **Michigan**; the earlier of10 business days or the first personal meeting for **New York;** and the earlier of 14 calendar days or the first personal meeting for **Iowa**)? Check one: ☐ Yes ☐ No. If no, please comment:

   _____

2. Have you studied and carefully reviewed Franchisor's Franchise Disclosure Document and Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment:

   _____

3. Did you receive a copy of the Franchise Agreement with any unilateral material changes made by us at least seven calendar days prior to the date on which the Franchise Agreement was executed? Check one: ☐ Yes ☐ No. If no, please comment:

   _____

4. Did you understand all the information contained in both the Franchise Disclosure Document and Franchise Agreement? Check one ☐ Yes ☐ No. If no, please comment:

_____

5. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Franchise Disclosure Document, including statements, promises or agreements concerning advertising, marketing, training, support services or assistance to be furnished to you? Check one: ☐ No Yes. If yes, please state in detail the oral, written or visual claim or representation:

_____

6. Did any employee, broker, or other person speaking on behalf of Franchisor make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted, or projected sales, revenues, expenses, earnings, income or profit levels at any Franchised Business, or the likelihood of success at your Franchised Business? Check one: ☐ No ☐ Yes. If yes, please state in detail the oral, written or visual claim or representation:

_____

7. Do you understand that that the Franchise granted is for the right to develop one iCRYO center only in your Protected Area, and that Franchisor has the right, subject only to the limited rights granted to you under the Franchise Agreement, to issue Franchises or licenses or operate competing businesses for or at locations, as Franchisor determines, near your Franchised Business? Check one: ☐ Yes ☐ No. If no, please comment:

_____

8. Do you understand that the Franchise Agreement contains the entire agreement between you and Franchisor concerning your Franchised Business, meaning that any prior oral or written statements not set out in the Franchise Agreement or Franchise Disclosure Document will not be binding? Check one: Yes ☐ No. If no, please comment:

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for Franchised Business products and services, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Franchised Business may change? Check one ☐ Yes ☐ No. If no, please comment:

_____

10. You further acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti- terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

    1. a person or entity listed in the Annex to the Executive Order;

    2. a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

    3. a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

    4. owned or controlled by terrorists or sponsors of terrorism.

    You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

11. Please list all states in which the undersigned are residents:_____.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO **F**RANCHISOR AND THAT FRANCHISOR WILL RELY ON THEM. BY SIGNING THIS DOCUMENT, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed: _____

Date: _____

Signed: _____

Date: _____

EXHIBIT 8 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

CONSENT TO TRANSFER

FORM OF TRANSFER AGREEMENT

This TRANSFER AGREEMENT (this "Agreement") is made and entered into as of the __day of_ _____, 20____ (the "Effective Date"), by and among iCRYO FRANCHISE SYSTEMS, LLC, a Texas limited liability company having its principal place of business located at 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034 ("Franchisor"),_____ ("Franchisee"), _____(collectively "Franchisee Guarantors"), _____ _____ (collectively "Transferee Guarantors) and_____("Transferee").

WITNESSETH:

WHEREAS, a Franchise Agreement dated_____ (the "Franchise Agreement") was executed by and between Franchisor on the one hand, and Franchisee, on the other, for the operation of a franchised business with a territory comprised of _____ (the "Franchised Business").

WHEREAS, Franchisee desires to transfer to Transferee substantially all of the assets of the Franchised Business, and Franchisee has requested that Franchisor consent to the transfer thereof to Transferee. This Agreement is executed and delivered simultaneously with, and as a condition of the closing of the sale of the assets of the Franchised Business.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Recitals Included in Agreement**. The parties incorporate into this Agreement the recitals set forth above as if set forth in full.

2. **Consent**. Franchisor hereby consents to and waives any right of first refusal in connection with, the sale of the Franchised Business and the transfer by Franchisee to Transferee (the "Transaction"), subject to the terms of this Agreement.

Franchisor's consent and waiver to the Transaction is subject to and made in reliance upon the following terms, conditions, representations and warranties, failure to comply constituting a default and rendering the transaction void:

A. Franchisee represents, warrants, covenants and agrees that each of the following are true and correct as of its respective date of execution, and shall remain true through the Effective Date of this Agreement:

(1) Franchisee is the sole owner of and possesses good and marketable right, title and interest in and to the Franchise Agreement and the Franchised

Business; and no other person or entity owns or has any right, title or interest in and to the franchise, the Franchise Agreement and/or the Franchised Business.

(2) Franchisee Guarantors are the sole owners of Franchisee, and no other person or entity has an equity or beneficial ownership interest in Franchisee.

(3) The execution and delivery of this Agreement and the consummation of the Transaction do not conflict with or result in a breach of the terms and conditions of, accelerate any provision of, or constitute a default under, the certificate of formation or operating agreement of Franchisee, or any lease, contract, promissory note or agreement to which Franchisee is a party or is bound.

B. Transferee represents, warrants, covenants and agrees that each of the following are true and correct as of its respective date of execution, and shall remain true through the Effective Date of this Agreement:

(1) Effective as of the Effective Date Transferee will be the sole owner of and possess good and marketable right, title and interest in and to the franchise relating to the Franchised Business, and substantially all of the assets of the Franchised Business; and no other person or entity will own or have any right, title or interest in and to the franchise, and/or the Franchised Business. Transferee will sign a new franchise agreement contemporaneously therewith. Transferee's ownership composition is set forth on Schedule 1, attached hereto

(2) The execution and delivery of this Agreement and the consummation of the Transaction do not conflict with or result in a breach of the terms and conditions of, accelerate any provision of, or constitute a default under, the certificate of formation or operating agreement of Transferee, or any lease, contract, promissory note or agreement to which Transferee or Transferee's Guarantors are a party or are bound.

(3) Transferee has not received any representation, warranty or guarantee, express or implied, as to the potential volume, profits or success of the Franchised Business from Franchisor or Franchisor's officers, directors, employees, agents or servants.

(4) Transferee relied solely and exclusively on Transferee's own independent investigation of the franchise system and of the Franchised Business and the historical financial records of the Franchised Business provided to Transferee by Franchisee; that based on the receipt of the actual historical performance of the Franchised Business it would not be reasonable to rely on the financial performance representation contained in Franchisor's Franchise Disclosure Document, or any other financial performance representation, pro forma or projection that differed or diverged, in whole or in part, from the Franchised Business' actual historical financial performance.

C. To the extent not already completed, Transferee and any required employees shall attend and complete, to the satisfaction of Franchisor, Franchisor's training program required of new franchisees, at the time directed by Franchisor.

D. Transferee represents, warrants, covenants and agrees that all information furnished or to be furnished to Franchisor by Transferee in connection with Transferee's request to receive a transfer is and will be, as of the date such information is furnished, true and correct in all material respects and will include all material facts necessary to make the information not misleading in light of the circumstances.

E. Franchisee and Transferee represent, warrant and agree that, subject to Franchisor's consent, Franchisee will sell and transfer, and Transferee will acquire, the Franchised Business and that all legal actions necessary to effect the sale and transfer have been or will be accomplished prior to or at Closing.

F. Effective as of the day and time Transferee takes title of the Franchised Business ("Closing"), Transferee expressly agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Franchisee so that Transferee could operate the Franchised Business as of the Closing, but no sooner than the Closing. Only Franchisee will have the right to operate the Franchised Business until Closing, unless otherwise expressly agreed in writing.

G. Transferee agrees to sign a new franchise agreement, along with all ancillary documents, and pay a transfer fee of $_____.

3. **No Security Interests in the Assets of Transferee**. The parties acknowledge and agree that Franchisee is not permitted to retain a security interest in the assets of the Franchised Business or the franchise without Franchisor's prior consent.

4. **Non-Participation**. Franchisee, Franchisee's Guarantors, Transferee's Guarantors and Transferee jointly and severally, acknowledge and agree that, except for the preparation and execution of this Agreement, Franchisor has not participated in the transaction between them and, therefore, has no knowledge of, and does not attest to, the accuracy of any representations or warranties made by or between Franchisee and Transferee in connection with this transfer. Franchisor assumes no obligations in that regard. Transferee acknowledges and agrees that the sale of the Franchised Business is for Franchisee's own account.

5. **Insurance.** Prior to Closing, Transferee must provide Franchisor with a Certificate of Insurance for the insurance coverages specified in the franchise agreement, which policy(ies) must name Franchisor and all related parties as an additional insured.

6. **Changed Circumstances.** All parties understand and acknowledge that Franchisor may, in the future, approve offerings and transfers under different terms, conditions and policies. Franchisor's consent and waiver in this instance shall not be relied upon in future transactions as indicative of Franchisor's position or the conditions that might be attached to future consents or waivers of its right of first refusal.

7. **Singular Consent.** Franchisee and Transferee acknowledge and agree that Franchisor's execution of this Agreement is not intended to provide, and shall not be construed as providing, Franchisor's consent with regard to a transfer of any right or interest under any other agreement not specifically identified in this Agreement. Such consent must be separately obtained.

8. **Validity**. If any material provision or restriction contained herein shall be declared void or unenforceable under applicable law, the parties agree that such provision or restriction will be stricken, and this Agreement will continue in full force and effect. Notwithstanding this Paragraph, however, the parties agree that, to the extent Franchisor suffers harm as a consequence of the striking of such provision or restriction, the other parties to this Agreement shall exercise best efforts to make Franchisor whole.

9. **Indemnification**. Franchisee and Franchisee's Guarantors, jointly and severally, agree to indemnify, defend and hold harmless Franchisor and its principals, subsidiaries, or affiliates from and against any claims, losses, liabilities, costs or damages incurred by them as a result of or in connection with the operation of the Franchised Business by Franchisee, or any other actions by Franchisee or any persons for whom or which Franchisee is legally responsible. Without limiting the generality of the foregoing, Franchisee and Franchisee's Guarantors, joined by Transferee, and Transferee's Guarantors agree to indemnify, defend and hold harmless Franchisor from and against any claims, losses, liabilities or damages arising out of the transfer to Transferee or any dispute between Franchisee and Transferee.

10. **Counterparts.** All parties acknowledge and agree that this Agreement may be executed in counterparts and at various times and at various places by the several parties hereto, all of which counterparts taken together shall be deemed as one original. Executed facsimile or electronic copies of this Agreement shall be deemed to be as effective as original signatures.

11. **Miscellaneous.** The parties hereto agree that this Agreement constitutes, upon the execution of this Agreement by all of the parties and after it has been accepted and executed by Franchisor, the complete understanding between the parties regarding the subject matter hereof, and no representation, agreement, warranties, or statement, oral or in writing, not contained herein, shall be of any force and effect against any party, except the Termination Agreement and Release executed by Franchisee and the Franchisee's Guarantors shall remain valid, and this Agreement shall not be modified, altered or amended except in writing signed by all parties. The waiver by any party of any breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach or violation hereof. This Agreement will be binding upon the parties, and their respective heirs, executors, successors and assigns. The governing law and methods of dispute resolution in the Franchise Agreement shall govern this Agreement as well.

12. **Agreement Survives Closing**. All agreements, representations, warranties, terms and conditions set forth in this Agreement shall survive the execution and delivery of this Agreement, the Closing, and the consummation of the transactions provided for herein.

13. **Review of Agreement and Representation**. Franchisee, Franchisee's Guarantors, Transferee's Guarantors and Transferee each represent and acknowledge that he/she/it has received, read and understood this Agreement, including its exhibits; and that Franchisor has fully and adequately explained the provisions to each of their satisfaction; and that Franchisor has afforded each of them ample time and opportunity to consult with advisors of their own choosing about the potential benefits and risks of entering into this Agreement.

I HAVE READ THE ABOVE AGREEMENT. I WOULD NOT SIGN THIS AGREEMENT, IF I DID NOT UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

FRANCHISOR:
iCRYO FRANCHISE SYSTEMS, LLC

By: _____

FRANCHISEE:

By: _____

FRANCHISEE GUARANTORS:

By: _____

, individually

By: _____

, individually

TRANSFEREE GUARANTORS:

By: _____

, individually

By: _____

, individually

TRANSFEREE:

By: _____

, individually

SCHEDULE 1

FRANCHISEE IDENTIFICATION AND OWNERSHIP

Effective Date: This document is current and complete as of

_____, 20 ___

Franchisee Owners

1. **Form of Owner**. (Choose (a) or (b))

   a) **Individual Proprietorship**. List individual(s):

   _____

   _____

   _____

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

Name of Each Director/Manager/Officer	Position(s) Held

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

Principal's Name	Percentage/Description of Interest
_____	
_____	
_____	
_____	

3. **Identification of Operating Principal**. Your Operating Principal as of the Effective Date is _____(must be one of the individuals listed in paragraph 2 above). You may not change the Operating Principal without Franchisor's prior written approval. The Operating Principal is the person to receive communications from Franchisor and Notice for Franchisee.

Address: _____

_____

E-mail Address: _____

(FRANCHISEE)

By: _____
Name:
Title:

DATED: _____

iCRYO FRANCHISE SYSTEMS, LLC
(FRANCHISOR)

By: _____
Name:
Title

DATED: _____

EXHIBIT 9 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

(PARTNERSHIP, CORPORATION or LIMITED LIABILITY COMPANY)

THIS ASSUMPTION AND ASSIGNMENT AGREEMENT (the **"Agreement")** is made and entered into on _____, 20 (the "Effective Date") by and among iCRYO FRANCHISE SYSTEMS, LLC, a Texas limited liability company having its principal place of business located at 14200 Gulf Freeway, Suite 210, Houston, Texas, 77034 ("**Franchisor**"), _____ **("Assignee")**, and _____ an individual with an address at _____ ("**Assignor**").

BACKGROUND

1. Assignor and Franchisor entered into a certain Franchise Agreement dated _____ _____ (the **"Franchise Agreement")** whereby Assignor was given the right and undertook the obligation to operate an iCRYO center (the "**Franchised Business**") at the following location _____.

2. Assignor has organized and incorporated Assignee for the convenience and sole purpose of owning and operating the Franchised Business.

3. Assignor desires to assign the rights and obligations under the Franchise Agreement to Assignee pursuant to and in accordance with the provisions of the Franchise Agreement.

4. Franchisor is willing to consent to the assignment of the Franchise Agreement to Assignee, subject to the terms and conditions of this Agreement, including the agreement by Assignor to guarantee the performance by Assignee of its obligations under the Franchise Agreement.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby assigns and transfers over to Assignee all right, title and interest in and to the Franchise Agreement, effective as of the date hereof.

2. Assignee hereby assumes all of Assignor's obligations, agreements, commitments, duties and liabilities under the Franchise Agreement, and agrees to be bound by and observe and faithfully perform all of the obligations, agreements, commitments and duties of the Franchisee thereunder with the same force and effect as if the Franchise Agreement were originally written with Assignee as Franchisee.

3. Exhibit A to this Agreement lists all of Assignee's owners and their interests in Assignee as of the Effective Date. Assignee agrees that it and its owners will sign and deliver to Franchisor a revised Exhibit A to reflect any permitted changes in the information that Exhibit A now contains.

4. The Assignor, as an owner of Assignee and in consideration of benefits received and to be received, shall sign and deliver to Franchisor a personal guaranty in the form attached as Exhibit B to this Agreement.

5. Assignor, for himself/herself and his/her agents, servants, employees, partners, members, heirs, predecessors, successors and assigns does hereby release Franchisor, its officers, directors, shareholders, agents, affiliates, subsidiaries, servants, employees, partners, members, heirs, successors and assigns, from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, judgments, liabilities and obligations, both fixed and contingent, known and unknown, in law or in equity, under local law, state or federal law or regulation which he/she had, from the beginning of time to this date, arising under or in connection with the Franchise Agreement.

6. Assignee agrees that the Franchised Business which Assignee will operate under the Franchise Agreement will be the only business Assignee operates (although Assignor may have other, non- competitive business interests);

7. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

8. The governing law and methods of dispute resolution in the Franchise Agreement shall govern this Agreement as well.

9. This Agreement shall constitute the entire integrated agreement between the parties with respect to the subject matter contained herein and shall not be subject to change, modification, amendment or addition without the express written consent of all the parties.

10. If Franchisor retains the services of legal counsel to enforce the terms of this Agreement, Franchisor shall be entitled to recover all costs and expenses, including travel, reasonable attorney, expert and investigative fees, incurred in enforcing the terms of this Agreement.

11. Each party declares that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not contained in this Agreement.

12. The obligations of Assignor and Assignee under this Agreement shall be joint and several.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

ASSIGNOR:

_____

ASSIGNEE:

_____

By:_____
Name:
Title:

FRANCHISOR:

iCRYO FRANCHISE SYSTEMS, LLC

By:_____
Name:
Title:

EXHIBIT A TO iCRYO FRANCHISE SYSTEMS, LLC
ASSUMPTION AND ASSIGNMENT AGREEMENT

Effective Date: This document is current and complete as of _____, 20____

Franchisee Owners

1. **Form of Owner**. (Choose (a) or (b))

   a. **Individual Proprietorship**. List individual(s):

   _____

   _____

   _____

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

   _____

   _____

   _____

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

Principal's Name	**Percentage/Description of Interest**
_____	
_____	
_____	
_____	

3. **Identification of Operating Principal**. Your Operating Principal as of the Effective Date is _____ (must be one of the individuals listed in paragraph 2 above).

You may not change the Operating Principle without Franchisor's prior written approval. The Operating Principal is the person to receive communications from Franchisor and Notice for Franchisee.

Address:_____

_____

E-mail Address:_____

(FRANCHISEE)

By:_____

Name:
Title:

DATED:_____

iCRYO FRANCHISE SYSTEMS, LLC
(FRANCHISOR)

By:_____
Name:
Title

DATED: _____

EXHIBIT B TO iCRYO FRANCHISE SYSTEMS, LLC
ASSUMPTION AND ASSIGNMENT AGREEMENT

GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, EACH OF ITS SHAREHOLDERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A PARTNERSHIP, EACH OF ITS GENERAL PARTNERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF FRANCHISEE IS A LIMITED LIABILITY CORPORATION, ALL OF ITS MEMBERS AND MANAGERS MUST EXECUTE THE FOLLOWING UNDERTAKING.

The undersigned persons hereby represent to iCRYO Franchise Systems, LLC ("Franchisor") that they are all of the shareholders of Franchisee, or all of the general partners of Franchisee, or all of the members and managers of Franchisee, as the case may be. In consideration of the grant by Franchisor to Franchisee as provided under the Franchise Agreement between Franchisor and ("Franchisee"), dated the day of _____, 20___ (the "Franchise Agreement"), each of the undersigned agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, shall be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, that they and each of them do unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the Franchise Agreement, including, without limitation, any indebtedness of Franchisee arising under or by virtue of the Franchise Agreement to Franchisor and/or its subsidiaries or affiliate, and that they and each of them shall not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first notifying Franchisor of said proposed transfer and obtaining the prior written consent of Franchisor, and without first paying or causing to be paid to Franchisor the transfer fee provided for in the Franchise Agreement, and without otherwise complying with the transfer provisions of the foregoing Franchise Agreement. The undersigned further agree to be bound by the in- term and post-termination covenants of the Franchise Agreement including, without limitation, those relating to confidentiality and noncompetition. The undersigned also agree that the governing law and methods for resolution of disputes which govern this Guaranty shall be the same as those outlined in the Franchise Agreement.

EACH GUARANTOR ACKNOWLEDGES TO iCRYO FRANCHISE SYSTEMS, LLC THAT GUARANTOR HAS READ THIS PERSONAL GUARANTY AND UNDERSTANDS ITS TERMS AND GUARANTOR WOULD NOT SIGN THIS PERSONAL GUARANTY IF GUARANTOR DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

Dated: _____ _____
Print Name:

Dated: _____ _____
Print Name:

EXHIBIT 10 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

TELEPHONE, INTERNET WEB SITES AND LISTINGS AGREEMENT

THIS TELEPHONE, INTERNET WEB SITES AND LISTINGS AGREEMENT (the "Agreement") is made and entered into as of the___day of_____, 20___ the "Effective Date"), by and between iCRYO Franchise Systems, LLC., a Texas limited liability company (the "Franchisor"), and_____, a_____(the "Franchisee").

W I T N E S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor to develop and operate an iCRYO Center (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. TRANSFER; APPOINTMENT

1. Interest in Telephone Numbers, Internet Web Sites and Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "Telephone Numbers and Listings"); domain names, hypertext markup language, uniform resource locator addresses, and access to corresponding Internet web sites, and the right to hyperlink to certain web sites and listings on various Internet search engines (collectively, the "Internet Web Sites and Listings") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2. Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all Telephone companies or listing companies, Internet Service Providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Companies") with which Franchisee has Telephone Numbers and Listings or Internet Web Sites and Listings: (i) to transfer all of Franchisee's Interest in such Telephone Numbers and Listings or Internet Web Sites and

Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings or Internet Web Sites and Listings, Franchisee will immediately direct the Companies to terminate such Telephone Numbers and Listings or Internet Web Sites and Listings or will take such other actions as Franchisor directs.

3. Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

1. Direct the Companies to transfer all Franchisee's Interest to Franchisor;

2. Direct the Companies to terminate any or all of the Telephone Numbers and Listings or Internet Web Sites and Listings; and

3. Execute the Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

4. Certification of Termination. Franchisee hereby directs the Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

5. Cessation of Obligations. After the Companies have duly transferred all Franchisee's Interest to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations under, such Telephone Numbers and Listings or Internet Websites and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Companies for the sums Franchisee is obligated to pay such Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **MISCELLANEOUS**

1. Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law

or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Agreement.

2. Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3. No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings or Internet Web Sites and Listings.

4. Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

5. Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

6. Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

7. Survival. This Agreement shall survive the Termination of the Franchise Agreement.

8. Joint and Several Obligations. All Franchisee's obligations under this Agreement shall be joint and several.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to the application of Texas conflict of law rules.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

iCRYO FRANCHISE SYSTEMS, LLC:	FRANCHISEE:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT 11 TO
iCRYO FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

ELECTRONIC TRANSFER AUTHORIZATION

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO iCRYO FRANCHISE SYSTEMS, LLC ("COMPANY")

Depositor hereby authorizes and requests _____ (the "Depository") to initiate debit and credit entries to Depositor's □ checking or □ savings account (select one) indicated below drawn by and payable to the order of iCRYO Franchise Systems, LLC by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Depository's rights with respect to each such charge shall be the same as if it were a check drawn by the Depository and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever.

Depository Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____ Account Number: _____

This authority is to remain in full force and effect until Depository has received written notification from iCRYO Franchise Systems, LLC and Depositor of its termination.

Depositor: (Please Print)

_____

_____
Date Signed

_____
Signature(s) of Depositor, as Printed Above

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

EXHIBIT D

MULTI-UNIT DEVELOPMENT AGREEMENT

---

iCRYO Franchise Systems, LLC

TABLE OF CONTENTS

iCRYO FRANCHISE SYSTEMS, LLC
MULTI- UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement dated, made and entered into this ____day of_ _____, 20___("Effective Date") by **and between iCRYO FRANCHISE SYSTEMS, LLC,** a Texas limited liability company with its principal place of business of 14200 Gulf Freeway, Suite 210, Houston, Texas 77034 (the "Company"), _____("Developer").

BACKGROUND

A. The Company and/or its equity owners, parent, predecessor or affiliate, through the expenditure of considerable money, time and effort, has developed a system (the "iCRYO System" or "System") for the establishment, development and operation of iCRYO Centers. The System includes our proprietary marks, recognized designs, decor and color schemes, trade dress, distinctive specifications for fixtures, IT platforms, equipment, and designs; know-how, and trade secrets; procurement of clients, sales techniques, and merchandising, marketing, advertising, record keeping and business management systems; quality control procedures; and procedures for operation and management of an iCRYO business.

B. The iCRYO System is identified by various trade names, trademarks and service marks used by Company and its franchisees including, without limitation, the trademark "iCRYO" and other identifying marks and symbols that Company uses now or may later use as part of the iCRYO System (the "Proprietary Marks"). The rights to all the Proprietary Marks shall be owned exclusively by the Company, its equity owners, parent, predecessor or its affiliate.

C. The Company is engaged in the business of granting franchises to qualified individuals and business entities to use the System to operate an iCRYO center.

D. Developer wishes to obtain certain rights to develop and operate iCRYO Centers under the System, to be identified with the Proprietary Marks in the territory described in this Development Agreement, and to be trained by the Company to establish and operate iCRYO Centers.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and commitments herein contained, hereby agree as follows:

(*See Next Page)*

1. GRANT

1.1. The Company hereby grants to Developer, pursuant to the terms and conditions of this Development Agreement, the development rights, and Developer hereby undertakes the obligation, to establish and operate the iCRYO Centers (the "Franchised Businesses"), pursuant to the development schedule set forth in Exhibit "2" (the "Development Schedule") at specific locations to be designated in separate franchise agreements (the "Franchise Agreements") executed by Developer as provided in Section 3.1 hereof. Each Franchised Business developed hereunder shall be located in the area described in Exhibit "1" (the "Development Area") attached hereto.

1.2. Each Franchised Business developed hereunder shall be established and operated pursuant to a separate Franchise Agreement entered into between Developer or its affiliate and the Company in accordance with Section 3.1 hereof.

1.3. Except as otherwise provided in this Agreement, during the term of this Development Agreement, the Company shall not establish or operate, nor license any party other than Developer to establish or operate, any Franchised Business under the System and the Proprietary Marks in the Development Area; provided, however, that Developer acknowledges and agrees that the Company retains the rights, among others, in the Development Area:

1.3.1. To use, and to license others to use, the System and the Proprietary Marks for the operation and licensing of other iCRYO Centers at any location outside of the Development Area; and

1.3.2. The right to own, operate, franchise or license, both within and outside the Development Area, iCRYO and similar businesses operating under names other than the Proprietary Marks, regardless of whether or not these other concepts offer products and services which are similar to or competitive with those offered by any iCRYO center.

1.4. Developer acknowledges and agrees that certain of the Company's or its parent, predecessor or affiliates' products and services, whether now existing or developed in the future, may be distributed in the Development Area by the Company, the Company's parent, predecessor or affiliates, or the Company's licensees or designees, in such manner and through such channels of distribution other than through iCRYO Centers as the Company, in its sole discretion, shall determine, including, but not limited to, the right to distribute products and services (which may include, but are not limited to: on-line classes, software, clothing, books, nutritional products, videos, and music), in other channels of distribution (which other channels of distribution include but are not limited to: sales of services and products at or through mail order, catalog, tele-marketing, direct mail marketing, or via the internet, and any similar outlets or distribution methods), whether now existing or developed in the future, identified by the Proprietary Marks or other marks the Company and/or its parent. Predecessor or affiliate owns or licenses, through any distribution method the Company or its parent, predecessor or affiliate may establish, and may franchise or license others to do so, both within and outside the Development Area, regardless of whether the offering of products or services in the other channels of distribution compete with an iCRYO center. The Company reserves the right, among others, to implement any distribution arrangements relating thereto. Developer understands that this Agreement grants Developer no rights (1) to distribute such products through such channels of distribution as described in this Section 1.4, or (2) to share in any of the proceeds received by any such party therefrom.

1.5. This Agreement is not a franchise agreement, and does not grant to Developer any right to use in any manner the Company's Proprietary Marks or System. Developer shall have no right under this Agreement to license others to use in any manner the Proprietary Marks or System.

2. DEVELOPMENT FEE

2.1. In consideration of the development rights granted herein, Developer shall pay to the Company, upon execution of this Agreement, the development fee of _____ _____ (the "Development Fee"), receipt of which is hereby acknowledged by the Company, and which shall be deemed fully earned and non-refundable upon execution of this Agreement in consideration of the administrative and other expenses incurred by the Company and for the development opportunities lost or deferred as a result of the rights granted Developer herein.

3. DEVELOPMENT OBLIGATIONS

3.1. In exercising its development rights and fulfilling its development obligations under this Agreement, Developer shall execute a Franchise Agreement for each Franchised Business at a site approved by the Company in the Development Area as hereinafter provided pursuant to the Development Schedule. The Franchise Agreement for the first Franchised Business developed hereunder shall be in the form of the then current Franchise Agreement and shall be executed concurrently with this Agreement. The Franchise Agreement for each additional Franchised Business developed hereunder shall be in the form of the then-current Franchise Agreement being offered for new iCRYO franchises, generally, by the Company at the time each such Franchise Agreement is executed. The terms and conditions of these subsequent Franchise Agreements may differ from the previous Franchise Agreement executed, except the initial franchise fee will be and the royalty fees and other fees payable to the Company will not exceed the fees in the Franchise Agreement for the first Franchised Business developed hereunder. For the sake of clarity, the Development Fee shall not be credited, in whole or in part, to the initial franchise fee due and payable pursuant to this Section 3.1.

3.2. Prior to Developer's acquisition by lease or purchase of any site for a Franchised Business, Developer shall submit to the Company, in the form specified by the Company, the description of the proposed site and such information or materials as the Company may reasonably require, together with a letter of intent or other evidence satisfactory to the Company which confirms Developer's favorable prospects for obtaining the proposed site. The Company shall have thirty (30) days after receipt of the description of the proposed site and other information and materials from Developer to exercise its right and option, in writing, to approve or disapprove the proposed site for development as a Franchised Business. In the event the Company does not approve a proposed site by written notice to Developer within such thirty (30) day period, such site shall be deemed disapproved by the Company. The Company may present sites to Developer which meet the criteria and are available, but Developer shall have no obligation to accept any such sites. Developer acknowledges that Developer, and not the Company, has the duty and obligation to obtain an approved site for each Franchised Business.

3.3. Developer acknowledges that Developer is solely responsible for locating and securing sites acceptable to the Company and for negotiating leases for the sites acceptable to the Company. Developer shall submit to the Company the information developed at Developer's expense that the Company requests concerning any site and lease proposed by Developer for the Company's approval under this Agreement at any time as the Company may request. Developer acknowledges and agrees that the Company's review of the site information and lease (if any), presentation of a site to Developer, and/or approval does not constitute an assurance,

representation or warranty of any kind, express or implied, as to the suitability of the site for a Franchised Business or any lease terms or for any other purpose, or of its compliance with any federal, state or local laws, codes or regulations, including, without limitation, the applicable provisions of the Americans with Disabilities Act regarding the construction, design and operation of the Franchised Business. The Company's presentation and/or approval of the site and/or lease (if any) indicates only that the Company believes the site and lease complies with acceptable minimum criteria established by the Company solely for its purposes as of the time of the evaluation. Both Developer and the Company acknowledge that application of criteria that have been effective with respect to other sites and premises under the System may not be predictive of potential for all sites and leases and that, subsequent to the Company's approval of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from the Company's criteria could change, thereby altering the potential of a site or lease. Such factors are unpredictable and are beyond the Company's control. The Company shall not be responsible for the failure of a site or lease presented or approved by the Company to meet Developer's expectations as to revenue or operational criteria. Developer further acknowledges and agrees that its acceptance of a franchise for the operation of a iCRYO center at the site or lease is based on its own independent investigation of the suitability of the site or the lease.

3.4. Recognizing that time is of the essence, Developer agrees, by the dates described in the Development Schedule and Section 1.1 of this Agreement, to (1) execute each subsequent Franchise Agreement and (2) have open and operating the minimum cumulative number of Franchised Businesses. If Developer fails, by the respective dates set forth in the Development Schedule, (x) to (1) execute the Franchise Agreement described in the Development Schedule and (2) have open and operating the minimum cumulative number of Franchised Businesses, or (y) thereafter to develop, open and operate the respective Franchised Businesses in accordance with the terms of the Franchise Agreements, Developer shall be in material default of this Agreement, and the Company shall have the right to all remedies described in Section 6.2 hereof.

4. TERM

4.1. Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all rights granted hereunder shall expire on the earlier of: (1) the last date specified in the Development Schedule; or (2) the date when Developer has open and in operation all of the Franchised Businesses required by the Development Schedule.

4.2. Upon expiration of this Agreement as set forth in Section 4.1 of this Agreement:

4.2.1. Developer shall not have any right to establish any Franchised Businesses for which a Franchise Agreement has not been executed by the Company at the time of expiration; and

4.2.2. The Company shall be entitled to establish and operate, and license others to establish and operate Franchised Businesses under the System and Proprietary Marks in the Development Area, except as may otherwise be provided under any Franchise Agreement which has been executed between the Company and Developer.

5. DUTIES OF THE PARTIES

5.1. For each Franchised Business developed hereunder, the Company shall furnish to Developer the following:

5.1.1. Such site selection consultation as the Company may deem advisable; and

5.1.2. Such on-site evaluation as the Company may deem advisable as part of its evaluation of Developer's request for site approval; provided, however, that the Company shall not provide on-site evaluation for any proposed site prior to the Company's receipt of such information and materials required under Section 3.2 hereof, including, but in no way limited to, a description of the proposed site and a letter of intent or other evidence satisfactory to the Company which confirm Developer's favorable prospects for obtaining the proposed site. The Company shall not provide on-site evaluation for any proposed site if Developer has not yet signed the applicable Franchise Agreement.

5.1.3. Review site survey information on sites Developer selects for conformity to the Company's standards and criteria for potential sites and, if the site meets our criteria, approve the site for a Franchised Business.

5.1.4. Provide Developer with standard specifications and layouts for building and furnishing the Franchised Business.

5.1.5. Review Developer's site plan and final build-out plans and specifications for conformity to Company standards and specifications.

5.2. Developer accepts the following obligations:

5.2.1. A Developer which is a corporation shall comply, except as otherwise approved in writing by the Company, with the following requirements throughout the term of this Agreement:

5.2.1.1. Developer shall furnish the Company with its Articles of Incorporation, Bylaws, other governing documents and any amendments thereto including the Resolution of the Board of Directors authorizing entry into this Agreement. The Company shall maintain the right to review other of Developer's corporate documents from time to time as it, in its sole discretion, deems advisable, including, but not limited to, minutes of the meetings of Developer's Board of Directors, any other documents the Company may reasonably request, and any amendments thereto.

5.2.1.2. Developer shall be a newly organized corporation, and shall at all times confine its activities, and its governing documents, shall at all times provide that its activities are confined, exclusively to the management and operation of the business contemplated hereunder, including the establishment and operation of the Franchised Businesses to be developed hereunder.

5.2.1.3. Developer shall maintain stop transfer instructions against the transfer on its records of any equity securities; and shall issue no certificates for voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

> The transfer of this stock is subject to the terms and conditions of a Multi- Unit Development Agreement with iCRYO Franchise Systems, LLC, dated_. Reference is made to the provisions of the

said Multi-Unit Development Agreement and to the Articles and Bylaws of this Corporation.

Notwithstanding the above, the requirements of this Section 5.2.1.3 shall not apply to a "publicly-held corporation". A "publicly-held corporation" for purposes of this Agreement shall mean a corporation registered pursuant to the Securities and Exchange Act of 1934.

5.2.1.4. Developer shall maintain a current list of all owners of record and to its knowledge, all beneficial owners of any class of voting securities of Developer and shall furnish the list to the Company upon request.

5.2.2. A Developer which is a partnership shall comply, except as otherwise approved in writing by the Company, with the following requirements throughout the term of this Agreement:

5.2.2.1. Developer shall furnish the Company with its partnership agreement as well as such other documents as the Company may reasonably request, and any amendments thereto, which shall contain a restriction on transfer of any partnership interest without the prior written consent of the Company.

5.2.2.2. Developer shall prepare and furnish to the Company, upon request, a list of all general and limited partners in Developer.

5.2.3. A Developer which is a limited liability company shall comply, except as otherwise approved in writing by the Company, with the following requirements throughout the term of this Agreement:

5.2.3.1. Developer shall furnish the Company with a copy of its operating agreement and other governing documents and any amendments thereto. The Company shall maintain the right to review other of Developer's limited liability company documents from time to time as it, in its sole discretion, deems advisable including all documents the Company may reasonably request, and any amendments thereto.

5.2.3.2. Developer shall be a newly organized limited liability company, and shall at all times confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to the management and operation of the business contemplated hereunder.

5.2.3.3. Developer must contract with a Medical Entity for each unit location to offer services to customers as required by the then-existing Franchise Agreement.

5.2.3.4. Developer shall maintain a current list of all members and managers of record and shall furnish the list to the Company upon request.

5.2.4. Developer represents and warrants that, as of the Effective Date, the list of owners and their respective ownership interests described in Exhibit "3" attached hereto is complete and accurate.

5.2.5. As a condition of the effectiveness of this Agreement, all owners with any interest in Developer shall execute the Guarantee attached as Exhibit "4" hereto.

5.2.6. Developer shall comply with all requirements of federal, state, and local laws, rules, and regulations.

5.2.7. Developer shall comply with all of the other terms, conditions and obligations of Developer under this Agreement.

6. DEFAULT

6.1. Developer shall be deemed in default under this Agreement, and all rights granted herein shall automatically terminate, without notice to Developer, if Developer falsifies any information or material provided by the Developer to the Company; if Developer shall become insolvent or makes a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Developer or such a petition is filed against and consented to by Developer; if Developer is adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer or a receiver is appointed by any court of competent jurisdiction; if execution is levied against Developer's business or assets; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against Developer and not dismissed within thirty (30) days or if the real or personal property of any of Developer's Franchised Businesses shall be sold after levy thereupon by any sheriff, marshal or constable; if Developer uses Company's Confidential Information in an unauthorized way; if Developer commits any acts of moral turpitude or other criminal acts which may affect the reputation or the goodwill of the Proprietary Marks; if Developer is convicted of or pleads guilty or nolo contender of a felony; or if Developer fails to adhere to the Development schedule.

6.2. If Developer fails to comply with or to perform any of the terms, conditions or obligations of this Agreement, including the development obligations described in Sections 1.1 and 3 hereof, or any Franchise Agreement or any other agreement between Developer or any of its affiliates and the Company, its parent, predecessor or affiliates or subsidiaries, or makes or attempts to make a transfer or assignment in violation of Section 7.2 hereof, such failure or action shall constitute a default under this Agreement. Upon such default, the Company shall have the right, in its sole discretion:

6.2.1. To terminate this Agreement and all rights granted hereunder without affording Developer any opportunity to cure the default, effective immediately upon receipt by Developer of written notice;

6.2.2. To terminate the territorial protection granted under Section 1 hereof, and the Company shall have the right to establish and operate, and license others to establish and operate, Franchised Businesses within the Development Area; and

6.3. Upon termination or expiration of this Agreement, Developer shall have no right to establish or operate any Franchised Businesses for which a Franchise Agreement has not been executed by the Company at the time of termination. The Company shall have the right to establish and operate, and to license others to establish and operate, Franchised Businesses under the System and the Proprietary Marks in the Development Area, except as may be otherwise provided under any Franchise Agreement which has been executed between the Company and Developer.

6.4. No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties hereto. Default under this Development Agreement shall constitute default under any other Development Agreement between the parties hereto.

6.5. All defaults not listed in Section 6.1 or 6.2, are considered curable defaults and shall have a 30-day cure period.

6.6. No right or remedy herein conferred upon or reserved to the Company is exclusive of any other right or remedy provided or permitted by law or equity.

7. TRANSFERS

7.1. Transfer by the Company:

The Company shall have the right to transfer, assign or delegate all or any part of its rights or obligations herein to any person or legal entity, Developer agrees hereby to consent to any such assignment and delegation and to execute any documents in connection therewith as reasonably requested by the Company. Any such assignment shall be binding upon and inure to the benefit of the Company's successors and assigns.

7.2. Transfer by Developer:

Developer understands and acknowledges that the rights and duties set forth in this Agreement are unique to Developer, and are granted in reliance on the business skill, financial capacity, and personal character of Developer or Developer's owners. If Developer is an individual, Developer shall have no right to transfer this Agreement without the prior written consent of the Company. A sale, transfer or assignment requiring the prior written consent of Company shall be deemed to occur: (i) if Developer is a corporation or limited liability company, upon any assignment, sale, pledge or transfer of 20% or more of the voting stock or membership interests of Developer, any increase in the number of outstanding shares of voting stock or membership interests of Developer which results in a change of ownership of 20% or more of its total voting stock or membership interests, or any series of assignments, sales, pledges or transfers totaling in the aggregate 20% or more of the voting stock or membership interests of Developer; or (ii) if Developer is a partnership, upon the assignment, sale, pledge or transfer of 20% or more of any partnership ownership interest or any series of assignments, sales, pledges or transfers totaling in the aggregate 20% or more of the partnership ownership interest. Developer shall notify Company of any change in stock ownership, membership interests or partnership ownership interests in Developer while this Agreement is in effect which shall result in a sale, transfer or assignment within the meaning of this Section 7.2. If Developer or its equity owners propose to transfer or assign 20% or more of Developer's interest in this Agreement or in the business conducted under this Agreement or in Developer or if Developer is a business entity, to any third party in connection with a bona fide offer from such third party, Developer or its equity owners shall first tender to the Company the right of first refusal to acquire such interest in accordance with the provisions and other conditions set forth below, and then if the Company fails to exercise said right, only with the prior written consent of the Company. The Company's consent shall not be unreasonably withheld. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of the Company, shall be null and void and shall constitute a material breach of this Agreement, for which the Company may then terminate this Agreement without opportunity to cure pursuant to Section 6.2 of this Agreement.

7.2.1. The Company shall not unreasonably withhold its consent to a transfer of this Agreement, or a direct or indirect interest in Developer, or of Developer's business, or of the assets of Developer; provided, however, the Company may, in its sole discretion, require as a condition of its approval that:

7.2.1.1. All of Developer's accrued monetary obligations to the Company and its parent, predecessor and affiliate and all other outstanding obligations related to the terms and conditions under this Agreement shall have been satisfied;

7.2.1.2. Developer is not in default of any material provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Developer and the Company, or its subsidiaries parent, predecessor and affiliate;

7.2.1.3. The transferor shall have executed a general release under seal, in a form satisfactory to the Company, of any and all claims against the Company, its parent, predecessor and affiliate and their officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

7.2.1.4. If the transfer is taking place pursuant to a transfer or sale of a direct or indirect interest in Developer, or of Developer's business, or of the assets of Developer, transferor shall provide Company with an executed copy of the purchase agreement;

7.2.1.5. The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as the Company may request) shall enter into a written assignment, under seal and in a form satisfactory to the Company, assuming and agreeing to discharge all of Developer's obligations under this Agreement, and all the owners of any interest in Developer shall execute the Company's then-current form of guarantee of Developer's obligations hereunder;

7.2.1.6. The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as the Company may request) shall demonstrate to the Company's satisfaction that the transferee meets the Company's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the business contemplated herein (as may be evidenced by prior related business experience or otherwise) and has adequate financial resources and capital to comply with the Development Schedule;

7.2.1.7. At the Company's option, (a) the transferee (and, if the transferee is other than an individual, such owners of a legal or beneficial interest in the transferee as the Company may request) shall execute (and/or, upon the Company's request, shall cause all interested parties to execute), for a term ending on the expiration date of this Agreement, the Company's then-current standard form of Development Agreement, which agreement shall supersede this Agreement in all respects and the terms of which agreement may differ from the terms of this Agreement; provided, however, that the Development Schedule thereunder shall be the same as in this Agreement, and (b) all owners of an interest in Developer shall execute the Company's then-current form of guarantee of Developer's obligations under the development agreement;

7.2.1.8. Developer shall remain liable for all obligations of Developer's business prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by the Company to evidence such liability;

7.2.1.9. Each Franchised Business which has opened and been approved for operation by the Company is in full compliance with all the conditions and terms of the Franchise Agreement for such Franchised Business;

7.2.1.10. Developer shall pay a transfer fee of Twenty Thousand Dollars ($20,000); provided, however, in the case of a transfer to a corporation or limited liability company formed by Developer for the convenience of ownership Developer shall not be required to pay a transfer fee.

7.2.2. Developer shall use its best efforts in the event it grants a security interest in any of the assets of the business licensed hereunder to cause the secured party to agree that in the event of any default by Developer under any documents related to the security interest, the Company shall have the right and option to be substituted as obligor to the secured party and to cure any default of Developer, it being understood that such right of the Company may be subordinate to the rights of Developer's lenders or landlord.

7.2.3. Developer acknowledges and agrees that each condition which must be met by the transferee developer is necessary to assure such transferee's full performance of the obligations hereunder.

7.3. For any transfer triggering the Company's right of first refusal pursuant to Section 7.2, the Company or its designated affiliate shall have the right and option, exercisable within thirty (30) days after receipt of written notification, to send written notice to the seller that the Company or its parent, predecessor or affiliate intends to purchase the seller's interest on the same terms and conditions offered by the third party. In the event that the Company or its parent, predecessor or affiliate elects to purchase the seller's interest, no material change in any offer and no other offers by a third party for such interest shall be considered with respect to the Company's right of first refusal. In the event that the Company or its parent, predecessor or affiliate elects to purchase the seller's interest, closing on such purchase must occur within ninety (90) days from the date of notice to the seller of the election to purchase by the Company or its parent, predecessor or affiliate. In the event that the Company or its parent, predecessor or affiliate has elected not to purchase the seller's interest, any material change in the terms of any offer prior to closing by any third party shall constitute a new offer subject to the same rights of first refusal by the Company described in this Section 7.3 as in the case of an initial offer. Failure by the Company or its parent, predecessor or affiliate to exercise the option afforded by this Section 7.3 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 7.3 with respect to a proposed transfer. In the event the consideration, terms, and/or conditions offered by a third party are such that the Company or its designated affiliate may not reasonably be required to furnish the same consideration, terms, and/or conditions, then the Company or its parent, predecessor or affiliate may purchase the interest in the Developer's business proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be designated by mutual agreement of the Company and Developer, and his determination shall be binding. If the Company and Developer cannot agree upon the selection of a single appraiser, then each party shall designate one (1) such appraiser and the two (2) designated appraisers, in turn, shall designate a third-party appraiser and the determination of the three (3) appraisers shall be binding.

7.4. Upon the death or mental incompetency of any person with a controlling interest in this Agreement or in Developer, the transfer of which requires the consent of the Company as provided in Section 7.2 hereof, the executor, administrator, personal representative, guardian, or conservator of such person shall transfer such interest within ninety (90) days after such death or mental incompetency to a third party approved by the Company. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivo*s transfer. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries

of any such person are unable to meet the conditions of this Section 7, the personal representative of the deceased person shall have a reasonable time to dispose of the deceased's interest, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, the Company may terminate this Agreement.

7.5. The Company's consent to any transfer under this Section 7 shall not constitute a waiver of any claims the Company may have against the transferring party, nor shall it be deemed a waiver of the Company's right to demand exact compliance with any of the terms of this Agreement by the transferee.

8. COVENANTS

8.1. Developer covenants that during the term of this Agreement, except as otherwise approved in writing by the Company, Developer or, if Developer is a corporation, partnership, or limited liability company, a principal of Developer approved by the Company, shall devote full time, energy, and best efforts to the management and operation of the business contemplated hereunder, including the establishment and development of the Franchised Businesses to be developed hereunder.

8.2. Developer specifically acknowledges that, pursuant to this Agreement, Developer will receive valuable confidential information, including, without limitation, information regarding the site selection and marketing methods and techniques of the Company and the System, and that Developer has the right and obligation under this Agreement to identify sites and develop the Development Area for the benefit of the System. Developer covenants that during the term of this Agreement, except as otherwise approved in writing by the Company, Developer shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

8.2.1. Divert or attempt to divert any business or member of Developer's Franchised Businesses or any franchised business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's Proprietary Marks and the System; or

8.2.2. Own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any business which offers the same or similar services as iCRYO Centers (a "Competing Business"). The prohibitions in this Section 8.2.3 shall not apply to interests in or activities performed in connection with a Franchised Business.

8.3. Developer covenants that, except as otherwise approved in writing by the Company, Developer shall not, during the term of this Agreement and for a continuous uninterrupted period commencing two (2) years upon the expiration or termination of this Agreement, regardless of the cause for termination, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or limited liability company, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any business which offers the same or similar services as iCRYO Centers and is, or is intended to be, located at or within:

8.3.1. the Development Area; or

8.3.2. five (5) miles of any franchised business operating under the System and/or utilizing the Proprietary Marks.

8.4. Section 8.3 shall not apply to ownership by Developer of less than a one percent (1%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities and Exchange Act of 1934.

8.5. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 8 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, Developer expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 8.

8.6. Developer understands and acknowledges that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 8.2 and 8.3 in this Agreement or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof, and Developer agrees to comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 13 hereof.

8.7. Developer expressly acknowledges that the existence of any claims which Developer may have against the Company, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by the Company of the covenants in this Section 8.

8.8. Developer acknowledges that Developer's violation of the terms of this Section 8 would result in irreparable injury to the Company for which no adequate remedy at law may be available; and Developer accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by the Company in obtaining, an injunction prohibiting any conduct by Developer if found by a court of competent jurisdiction to be in violation of the terms of this Section 8.

8.9. At the request of the Company, Developer shall provide the Company with executed covenants similar in substance to those set forth in this Section 8 (including covenants applicable upon the termination of a person's relationship with Developer) any other salaried employee of Developer who is obligated to receive training from the Company. With respect to each person who becomes associated with Developer in one of the capacities enumerated above subsequent to execution of this Agreement, Developer shall require and obtain such covenants from them and promptly provide the Company with executed copies of such covenant. In no event shall any person enumerated be granted access to any confidential aspect of the System or any Franchised Business prior to execution of such a covenant. All covenants required by this Section shall be in the form attached as Exhibit "5" and shall identify the Company as a third-party beneficiary of such covenants with the independent right to enforce them. Failure by Developer to obtain execution of a covenant required by this Section 8.9, and provide the same to the Company, shall constitute a material breach of this Agreement.

9. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered or certified mail return receipt requested, overnight

carrier, e-mail, facsimile or by other means which affords the sender evidence of delivery, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party. Notwithstanding the foregoing, knowledge of a change in Franchisor's principal place of business shall be deemed adequate designation of a change and notice shall be sent to the new address. Any notice by a means which affords the sender evidence of delivery shall be deemed to have been given at the date and time of receipt.

Notices to the Company: iCRYO Franchise Systems, LLC
14200 Gulf Freeway, Suite 210,
Houston, Texas 77034
Attn:

Notices to Developer: _____
_____
_____

10. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

10.1. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Developer shall be an independent contractor; and, that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, affiliate, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

10.2. During the term of this Agreement, Developer shall hold itself out to the public to be an independent contractor operating pursuant to this Agreement. Developer agrees to take such affirmative action as shall be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the franchised premises, the content of which the Company reserves the right to specify.

10.3. Developer understands and agrees that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty, or representation on the Company's behalf, or to incur any debt or other obligation in the Company's name; and, that the Company shall in no event assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Developer in Developer's operations hereunder, or any claim or judgment arising therefrom against the Company. Developer shall indemnify and hold the Company harmless against any and all such claims directly or indirectly from, as a result of, or in connection with, Developer's operations hereunder, as well as the costs, including attorneys' fees, of defending against them.

11. APPROVALS AND WAIVERS

11.1. Whenever this Development Agreement requires the prior approval or consent of the Company, Developer shall make timely written request to the Company therefor; and, except as otherwise provided herein, any approval or consent granted shall be in writing.

11.2. The Company makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer, by providing any waiver, approval, advice, consent, or suggestion to Developer in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

11.3. No failure of the Company to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Developer with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Company's right to demand exact compliance with any of the terms herein. Waiver by the Company of any particular default by Developer shall not affect or impair the Company's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of the Company to exercise any power or right arising out of any breach or default by Developer of any of the terms, provisions or covenants hereof, affect or impair the Company's right to exercise the same, nor shall such constitute a waiver by the Company of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by the Company of any payments due to it hereunder shall not be deemed to be a waiver by the Company of any preceding breach by Developer of any terms, covenants or conditions of this Agreement.

12. SEVERABILITY AND CONSTRUCTION

12.1. Except as expressly provided to the contrary herein, each section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

12.2. Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than the Company or Developer and such of their respective successors and assigns as may be contemplated by Section 7 hereof, any rights or remedies under or by reason of this Agreement.

12.3. Developer expressly agrees to be bound by any promise or covenants imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which the Company is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

12.4. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

13. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the Attachments hereto, if any, constitute the entire, full, and complete agreement between the Company and Developer concerning the subject matter hereof and supersede any and all prior agreements. Except for the covenants set forth in Section 8 hereof, no amendment, change, or variance from this Agreement shall be binding on either party unless executed in writing. Nothing in this Agreement or any related agreement between Developer and the Company is intended to disclaim the representations made by the Company in its Franchise Disclosure Document.

14. APPLICABLE LAW AND JURISDICTION

14.1. **Amendments**. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. NOTHING IN THISAGREEMENT IS INTENDED TO DISCLAIM ANY INFORMATION CONTAINED IN THECOMPANY'S FRANCHISE DISCLOSURE DOCUMENT.

14.2. **Choice of Law and Selection of Venue.** This Agreement shall be governed by the laws of the State of Texas. Except as provided in Sections 14.3 and 14.4 below, any action at law or equity instituted against either party to this Agreement shall be commenced only in the Courts of Harris County, Texas or the United States District Court, Southern District of Texas. Developer acknowledges that this Agreement has been entered into in the State of Texas, and that Developer is to receive valuable and continuing services emanating from the Company's headquarters in Texas including but not limited to assistance, support and the development of the iCRYO System. In recognition of these services and their origin, Developer hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Texas as set forth above.

14.3. **Injunctive Relief**. Nothing in this Agreement shall prevent the Company from obtaining injunctive relief against actual or threatened conduct that shall cause it loss or damages, in any appropriate forum under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

14.4. **Arbitration**. Except as set forth in Section 14.3 above, disputes and claims relating to this Agreement, the rights and obligations of the parties hereto, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, will be submitted to arbitration at the office of the AAA located in Harris County, Texas in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the AAA. Any disputes to be resolved by arbitration shall be governed by the Federal Arbitration Act, as amended.

The following shall supplement and, in the event of a conflict, shall govern any dispute submitted to arbitration. The parties shall select one arbitrator from the panel provided by the AAA and the arbitrator shall use the laws of Texas for interpretation of this Agreement. In selecting the arbitrator from the list provided by the AAA, the Company and Developer shall make the selection by the striking method. The arbitrator shall apply the Federal Rules of Evidence at the hearings. The prevailing party shall be entitled to recover from the non-prevailing party all costs of arbitration, including, without limitation, the arbitrator's fee, attorneys' fees, interest, and costs of investigation.

The arbitrator shall have no authority to amend or modify the terms of the Agreement. The Company and Developer further agree that, unless such a limitation is prohibited by applicable law, neither the Company nor Developer shall be liable for punitive or exemplary damages, and the arbitrator shall have no authority to award the same. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between the Company and Developer. Judgment upon the award of the arbitrator shall be submitted for confirmation to the United States District for the Southern District of Texas or the Courts of Harris County, Texas, and, if confirmed, may be subsequently entered in any court having competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

14.5. **Construction of Language.** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Developer, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to Developer's "immediate family" means the spouse, parent, children and siblings of Developer and the parents, children and siblings of Developer's spouse. The BACKGROUND Section at the beginning of this Agreement contains contractual terms that are not mere recitals.

14.6. **Successors.** References to the Company or Developer include their successors, assigns or transferees, subject to the limitations of this Agreement.

14.7. **Severability.** If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it shall then be severed, and the remainder of that provision shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to the Company or its parent, predecessor or affiliate or protection of the Proprietary Marks, or the Confidential Information, including the Confidential Operations Manual and the Company's other trade secrets, is declared invalid or unenforceable, then the Company at its option may terminate this Agreement immediately upon written notice to Developer.

14.8. **Force Majeure.** Neither the Company, its parent, predecessor or affiliate nor Developer shall be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if its failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, or civil disorders. Any delay resulting from any such cause shall extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or shall excuse performance, in whole or in part, as the Company deems reasonable.

14.9. **Rights Cumulative**. No right or remedy under this Agreement shall be deemed to be exclusive of any other right or remedy under this Agreement or of any right or remedy otherwise provided by law or and equity. Each right and remedy will be cumulative.

14.10. **PARTIES. THE SOLE ENTITY AGAINST WHICH DEVELOPER MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY OR ANY CLAIM IS AGAINST THE COMPANY OR ITS SUCCESSORS OR ASSIGNS. THE SHAREHOLDERS, MEMBERS, CENTER MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF THE COMPANY AND OF ITS PARENT, PREDECESSOR AND AFFILIATE SHALL NOT BE NAMED AS A PARTY IN ANY LITIGATION, ARBITRATION OR OTHER PROCEEDINGS COMMENCED BY DEVELOPER IF THE CLAIM ARISES OUT OF OR RELATES TO THIS AGREEMENT.**

14.11. **LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES THAT ARE NOT DIRECT DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM FOR DAMAGES.**

14.12. **JURY TRIAL WAIVER. THE COMPANY AND DEVELOPER, RESPECTIVELY, WAIVE ANY RIGHT EITHER MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS**

ASSERTED AGAINST THE OTHER. THE COMPANY AND DEVELOPER, RESPECTIVELY, EACH ACKNOWLEDGE THAT THEY HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.

15. ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES

15.1. Developer acknowledges that it has conducted an independent investigation of the business contemplated hereunder, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Developer as an independent businessperson, or if Developer is a corporation, partnership or limited liability company, its owners as independent business persons. The Company expressly disclaims the making of, and Developer expressly disclaims receiving any warranty, representation or guarantee, express or implied, not contained expressly in this Agreement including, without limitation, as to the potential sales volume, profits, or success of the business venture contemplated by this Agreement. Developer also expressly disclaims relying upon any such warranty, representation or guarantee in connection with Developer's independent investigation of the business contemplated hereunder.

15.2. Developer acknowledges that it received the Company's current Franchise Disclosure Document at least fourteen (14) calendar days prior to the date on which this Agreement was executed. Developer further acknowledges that it received a completed copy of this Agreement, and all related agreements attached to the Franchise Disclosure Document, with any changes to such agreements unilaterally and materially made by the Company at least seven (7) calendar days prior to the date on which this Agreement and all related agreements were executed.

15.3. Developer acknowledges that it has read and understood this Agreement, the attachments hereto, and agreements relating thereto; and, that the Company has accorded Developer ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

15.4. Developer acknowledges that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Executive Order"), the Company is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Executive Order. Accordingly, Developer represents and warrants to the Company that as of the date of this Agreement, neither Developer nor any person holding any ownership interest in Developer, controlled by Developer, or under common control with Developer is designated under the Executive Order as a person with whom business may not be transacted by the Company, and that Developer (1) does not, and hereafter shall not, engage in any terrorist activity; (2) is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (3) is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed, and delivered this Agreement on the day and year first above written.

DEVELOPER

_____

_____

iCRYO FRANCHISE SYSTEMS, LLC

_____

EXHIBIT 1 TO
iCRYO FRANCHISE SYSTEMS, LLC
MULTI- UNIT DEVELOPMENT AGREEMENT

DEVELOPMENT AREA

*All deposits are non-refundable and the outstanding balance for each center shall be paid at execution of each new franchise agreement.

EXHIBIT 2 TO
iCRYO FRANCHISE SYSTEMS, LLC
MULTI- UNIT DEVELOPMENT AGREEMENT

Development Schedule

Developer Agrees to develop and open iCRYO Centers in the Development Area according to the following schedule:

Development Period	Franchise Agreements to be Signed	Centers to be Opened During Development Period	Number of Centers to be Open and Operating by the end of Development Period

This development schedule will supersede any schedule outlined in your franchise agreement.

Development Fee $_____

EXHIBIT 3 TO
iCRYO FRANCHISE SYSTEMS, LLC
MULTI- UNIT DEVELOPMENT AGREEMENT

Statement of Ownership Interest

Effective Date: This Exhibit 3 is current and complete as of _____, 20__

Developer Owners

1. **Form of Owner**. (Choose (a) or (b))

   a. **Individual Proprietorship**. List individual(s):

   _____

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

Name of Each Director/Manager/Officer	Position(s) Held
_____	_____
_____	_____
_____	_____

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

	Owner's Name	**Percentage/Description of Interest**
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____

3. **Identification of Operating Principal**. Your Operating Principal as of the Effective Date is _____(must be one of the individuals listed in paragraph 2 above). You may not change the Operating Principal without Franchisor's prior written approval. The Operating Principal is the person to receive communications from Franchisor and Notice for Franchisee.

Address:

_____

E-mail Address:_____

Developer

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____

DATED:_____

_____

DATED:_____

_____

EXHIBIT 4 TO
iCRYO FRANCHISE SYSTEMS, LLC
MULTI- UNIT DEVELOPMENT AGREEMENT

GUARANTEE

As an inducement **to iCRYO Franchise Systems, LLC** (the "Company") to execute the Multi-Unit Development Agreement between the Company and_____("Developer") dated _____ day of_____, 20____(the "Development Agreement"), the undersigned ("Guarantor(s)"), jointly and severally, hereby unconditionally guarantee to the Company and its successors and assigns that all of Developer's obligations under the Development Agreement will be punctually paid and performed.

Upon demand by the Company, the undersigned will immediately make each payment required of Developer under the Development Agreement. The undersigned hereby waive any right to require the Company to: (a) proceed against Developer for any payment required under the Development Agreement; (b) proceed against or exhaust any security from Developer; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer. Without affecting the obligations of the undersigned under this Guarantee, the Company may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust, or compromise any claims against Developer. The undersigned waive notice of amendment of the Development Agreement and notice of demand for payment by Developer, and agree to be bound by any and all such amendments and changes to the Development Agreement.

The undersigned hereby agree to defend, indemnify, and hold the Company harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Development Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the Developer's covenants contained in Section 8 of the Development Agreement.

This Guarantee shall terminate upon the termination or expiration of the Development Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Development Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Development Agreement, and shall be interpreted and construed in accordance with Section 14 of the Development Agreement. This Guarantee shall be interpreted and construed under the laws of the State of Texas which laws shall prevail in the event of any conflict of law. The other dispute resolution provisions of Section 14 of the Development Agreement shall apply to this Guarantee.

Any and all notices required or permitted under this Guarantee shall be in writing, and shall be delivered by any means which affords the sender evidence of delivery or of attempted delivery, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party.

Notices to the Company:

iCRYO Franchise Systems, LLC
14200 Gulf Freeway, Suite 210,
Houston, Texas 77034
Attn: President

Notices to Guarantors: _____

_____

_____

Notices shall be deemed to have been given at the date and time of delivery or of attempted delivery.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date noted below.

GUARANTORS:

Name:_____ Name: _____

Date:_____ Date: _____

Name:_____

Date:_____

EXHIBIT 5 TO
iCRYO FRANCHISE SYSTEMS, LLC
MULTI- UNIT DEVELOPMENT AGREEMENT

CONFIDENTIALITY AGREEMENT
(for employees of Developer)

In consideration of my being a _____ of _____ (the "Developer"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. _____, doing business as _____ (the "Developer"), has acquired the development rights from iCRYO Franchise Systems, LLC (the "Company") and undertaken the obligation to establish and operate iCRYO Centers (the "Franchised Businesses") under the Company's trade names, service marks, trademarks, logos, emblems, and indicia of origin (the "Proprietary Marks") and the Company's unique and distinctive format and system relating to the establishment and operation of iCRYO (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion.

2. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, specifications, security protocols, computer hardware and systems, technology and equipment used, methods of business practices and management, research and development, training processes, operational manuals, presentation materials, vendor agreements, supplier lists, vendor lists, marketing and merchandising strategies, plans for new product or service offerings, and experience in, the operation of the Franchised Business (the "Confidential Information"). Confidential Information shall also expressly include all client personal information that I obtain or have access to.

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As of the Developer, the Company and Developer will disclose some or all of the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Confidential Operating Manual and other general assistance during the term of this Agreement.

5. will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of Developer and the Franchised Businesses during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as of the Developer, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be

in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Developer under the Development Agreement.

7. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Developer. I am aware that my violation of this Agreement will cause the Company and the Developer irreparable harm; therefore, I acknowledge and agree that the Developer and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Developer and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Developer and the Company, any claim I have against the Developer or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

8. This Agreement shall be construed under the laws of the State of Texas. The only way this Agreement can be changed is in writing signed by both the Developer and me.

Signature:_____

Name:_____

Address:_____

Title:_____

ACKNOWLEDGED BY DEVELOPER

By:_____

Name:_____

EXHIBIT E

LIST OF FRANCHISEES

---

iCRYO Franchise Systems, LLC

FRANCHISEES AS OF 12/31/22

Arizona

Phoenix (Arcadia), AZ, USA
4730 E. Indian School Rd, Suite 111B Phoenix, AZ 85018
AZ Cryo I, LLC
Gregory Christensen*
(602) 607-3821

Colorado

Aurora, CO, USA
15900 E Briarwood Circle, Aurora, CO 80016
24 Hour Fitness USA LLC
Gregg Meheriuk/Thomas Crutchley/Ankin Laysha
(720) 814-3325

Connecticut

Fairfield, CT, USA
665 Commerce Drive, Fairfield, Connecticut, USA
Peppermill Properties LLC
Tracey and Gregg Miller*
(203) 545-1175

Florida

Fort Lauderdale, FL, USA
2428 N Federal Hwy, Fort Lauderdale, FL 33305
Wellvest Ft. Lauderdale, LLC.
Rick Crews*
(954) 418-2796

Port St. Lucie, FL, USA
1461 St Lucie W Blvd, Port St. Lucie, FL 34986, USA
Lemon Wellness Systems Inc.
Bob and Deb Lemon*
(772) 237-5092

St Johns, Jacksonville, FL, USA
120 Durbin Pavilion Drive, Suite D103, Saint Johns County, Florida 32259
Cryo Therapeutics Inc
Joel Romano*
(904) 513-8877

Indiana

Fort Wayne, IN, USA
405 E Coliseum Blvd, Fort Wayne, IN 46825
Fort Wayne Cryo LLC
Bill/Kyle Jones
(260) 715-4907

Kansas

Wichita West, Wichita, KS, USA
2616 N Maize Rd, Wichita, KS 67205, USA
ICT Cryotherapy & Wellness Inc.
Matt Magnuson
(316) 330-7474

New York

Clifton Park, NY, USA
309 Clifton Park Center Rd #2, Clifton Park, NY 12065
Cryo Group CP Inc.
Aric Lemon, Justin Trevail*
(518) 280-9327

Guilderland, NY, USA
2080 Western Ave #154, Guilderland, NY 12084
Cryo Group Gland Inc.
Aric Lemon, Justin Trevail*
(518) 608-4855

Latham, NY, USA
356 Troy Schenectady Rd suite #4, Latham, NY 12110
Cryo Group NY Inc.
Aric Lemon, Justin Trevail*
(518) 888-7677

North Carolina

Blakeney, NC, USA
9856 Rea Road, Suite G, Charlotte, NC 28277
EJR Unit Two LLC
Ernie & Jennifer Remillard*
(980) 266-0115

North Hills, Raleigh, NC, USA
200 Park at North Hills Street Suite 150 Raleigh, NC 27609
Cryo One LLC
Matt & Joe Pepe*
(919) 576-9880

SouthPark, Charlotte, NC, USA
4425 Sharon Road, Ste 105 Charlotte, NC 28211
EJR Unit One LLC
Ernie & Jennifer Remillard*
(704) 589-2697

Waverly Place, Cary, NC, USA
316 Colonades Way, Suite C-209, Cary, NC, USA
Cryo Two LLC

Matt & Joe Pepe*
(984) 200-2876

Ohio

Canton, OH, USA
4603 Everhard Road Northwest, Canton, OH, USA
Nitro Fit, LLC
Shelly Williams
(330) 451-6365

South Carolina

Daniel Island, Charleston, SC, USA
866 Island Park Drive, Suite 101, Charleston, SC 29492
Believe in Freeze Inc
Stephen Powers*
(843) 972-8547

Texas

Frisco, TX, USA
6363 Dallas Parkway, Suite 105 Frisco, Texas 75034
iCRYO Frisco One LLC
Travis Ala*
(972) 292-9441

League City, TX, USA
1260 E League City Parkway, Suite 100, League City, TX 77573
iCRYO, LLC
Bill/Kyle Jones
(832) 400-6885

New Braunfels, TX, USA
717 N Business Interstate Hwy 35 suite 120, New Braunfels, TX, 78130 USA
Mericle Cryo and Wellness LLC
Nicholas Mericle*
(830) 368-2796

Preston Hollow, Dallas, TX, USA
7949 Walnut Hill Ln Suite 150, Dallas, TX 75230
iCRYO Preston Hollow LLC
Bill/Kyle Jones
(469) 425-8773

Shadow Creek, Pearland, TX USA
11011 Shadow Creek Pkwy #111, Pearland, TX 77584
Houston Cryo Group LLC
Bill/Kyle Jones
(281) 942-4100

South Austin, Austin, TX, USA
4211 S Lamar Blvd b4, Austin, TX 78704
GTM Holdings, LLC

Jeff & Paula Mobley
(512) 761-3880

West 7th, Fort Worth, TX, USA
628 Harrold Street, Suite 116, Fort Worth, Texas 76107
BGK Cryo LLC
Kathleen Haskin/Betsy Davila*
(817) 386-4451

West University Place, TX, USA
3839 Bellaire Boulevard, Houston, TX 77025, USA
HTX Wellness Group, LLC
Lindsey Dalton and Shaun Six
(832) 241-6245

* Multi Unit Owner

SIGNED BUT NOT YET OPEN AS OF 12/31/22

Arizona

Chandler, AZ, USA
Three Hump Camel LLC
Ryan Nielsen and David Halvorsen*

Phoenix, AZ, USA
Greg Christensen
AZ Cryo II, LLC
# of centers: 2

Phoenix, AZ, USA
Thirsty Hippo LLC
Ryan Nielsen and David Halvorsen*

California

4S Ranch, San Diego, CA, USA
Jeune Vitality Boutique Inc.
David Buzzetti*

TBD, CA, USA
Jeune Vitality Boutique Inc.
David Buzzetti*
# of centers: 2

TBD, CA, USA
Kari Carville

Connecticut

Avon, CT, USA
CT Freeze Group, LLC
Miller / Pepe Group*

Branford, CT, USA
Branford Freeze LLC
Miller / Pepe Group*

TBD, CT, USA
CT Freeze Group, LLC
Miller / Pepe Group*
# of centers: 5

Florida

Aventura, FL, USA
EWI Development LLC
Jeff White*

Coconut Creek, FL, USA
EWI Development LLC
Jeff White*

Coral Springs, FL, USA
EWI Development LLC
Jeff White*

Jensen Beach, FL, USA
Baran Inc.
Jason Baran*

Palm Beach Gardens, FL, USA
Baran Inc.
Jason Baran*

Pembroke Pines, FL, USA
Ethos Wellness Center-1, LLC
Jeff White*

Plantation, FL, USA
Wellvest Plantation, LLC.
Rick Crews*

Port St. Lucie, FL, USA
Bob Lemon*

Vero Beach, FL, USA
Baran Inc.
Jason Baran*

Georgia

Marietta, GA, USA
Alex & Cecilia Prince*

Roswell, GA, USA
Alex & Cecilia Prince*

Illinois

Rockford, IL, USA
Panacea Cryo, LLC
Kyle Olson

Maryland

Annapolis, MD, USA
TenWell LLC
Sharon Tennier*

Gambrills, MD, USA
TenWell LLC
Sharon Tennier

Nevada

Las Vegas, NV, USA
Travis Ala

New York

Albany, NY, USA
Aric Lemon*

North Carolina

Apex, NC, USA
Cryo Management LLC
Matthew and Joe Pepe

Chapel Hill, NC, USA
Cryo Management LLC
Matthew and Joe Pepe

Downtown, Charlotte, NC, USA
EJWZ Group Inc
Ernie & Jennifer Remillard

Durham, NC, USA
Cryo Management LLC
Matthew and Joe Pepe

Greensboro, NC, USA
Cryo Management LLC
Matthew and Joe Pepe

Huntersville, NC, USA
EJWZ Group Inc
Ernie & Jennifer Remillard

Indian Trail, NC, USA
EJWZ Group Inc
Ernie & Jennifer Remillard

Mineral Springs, Charlotte, NC, USA
EJWZ Group Inc
Ernie & Jennifer Remillard*

North Wilmington, NC, USA
Cryo Management LLC
Matthew and Joe Pepe

Wilmington, NC, USA
Cryo Management LLC
Matthew and Joe Pepe*

South Carolina

Columbia, SC, USA
Hygieia Partners LLC
Scott Sapounas*
# of units: 2

Fort Mill, SC, USA
EJWZ Group Inc
Ernie & Jennifer Remillard*

Mount Pleasant, SC, USA
Stephen Powers
Stephen Powers

Summerville, SC, USA
Stephen Powers*
Stephen Powers

Tennessee

Nashville, TN, USA
4326 Harding Pike, Suite 104
RPMTN, LLC
Peter Stipher, Russ Gannon, & Matthew Fosnot

TBD, TN, USA
RPMTN, LLC
Peter Stipher, Russ Gannon, & Matthew Fosnot*
# of units: 5

Texas

Addison, TX, USA
Travis Ala*

Alamo Ranch, San Antonio, TX, USA
Groover Ventures LLC
Brian Groover*

Allen, TX, USA
iCRYO Allen One LLC
Oliver Ghalambor

Alliance, TX, USA
BGK Cryo LLC
Kathleen Haskin/Betsy Davila

Bandera Pointe, San Antonio, TX, USA
Groover Ventures LLC
Brian Groover*

Benbrook, TX, USA
Betsy Davila / Jacob Bimbi

Burleson, TX, USA
Milk + Honey Land LLC
Tianci Jones

Celina, TX, USA
Travis Ala

Cibolo, TX, USA
Mericle Cryo and Wellness LLC
Nicholas Mericle

Colleyville, TX, USA
Kathleen Haskin

Flower Mound, TX, USA
Travis Ala

Houston, TX, USA
Daniel Shurtleff*

Kyle/Buda, Texas, USA
Nicholas Mericle*

Lake Jackson, TX, USA
Coastal Cryo LLC
Victoria Garcia & Jessica Rees*

Mansfield, TX, USA
Kathleen Haskin*

Prosper, TX, USA
Travis Ala

Southlake, TX, USA
Travis Ala*

Utah

Salt Lake City, UT, USA
Fish School LLC
Ryan, David, Andy*

Salt Lake County, UT, USA
Thirsty Hippo LLC
Ryan Nielsen & David Halvorsen
# of units: 4

Utah County, UT, USA
Thirsty Hippo LLC
Ryan Nielsen & David Halvorsen*
# of units: 4

TBD, UT, USA
Rita Dubal, Rosa Shah, & Hiral Patel, individually
Bimal Shah/ Mayur*

Virginia

TBD, VA, USA
CK Wellness
Christopher Cagle*
# of units: 9

* Multi-Unit Operator

EXHIBIT F

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

---

iCRYO Franchise Systems, LLC

LIST OF FRANCHISEES WHO LEFT THE SYSTEM

As of December 31, 2022:

Cooling Fools, LLC
Matthew Martin *
6 Glenbrook
Bentonville, AR 72712
479-466-0741
# of units 1

iCRYO Hyde Park Inc.
Mary Beth Schell
1115 Black Horse Run
Loveland, OH 45140
513-227-2691
# of units 1

Gatti Enterprises LLC
Chris Gatti
Fort Lauderdale, Florida
(Sold 03/04/2022)

Idlewild Investments LLC
Randy Aldridge
Birmingham, Alabama
# of units 1

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

EXHIBIT G

TABLE OF CONTENTS OF MANUAL

---

iCRYO Franchise Systems, LLC

TABLE OF CONTENTS

EXHIBIT H

**STATE ADDENDAN TO FDD, FRANCHISE AGREEMENT,
AND MULTI-UNIT AGREEMENT**

---

iCRYO Franchise Systems, LLC

MULTI-STATE ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
(FOR THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI)

This Addendum pertains to franchises sold in the state that have adopted as law the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements (the "SOP") and is for the purpose of complying with the statutes and regulations of such states. For franchises sold in such states, this franchise disclosure document is amended by adding the following section at the end of Item 9:

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

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

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

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

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

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise or development rights. These provisions may not be enforceable under California law.

Section 31125 of the Franchise Investment Law requires us to give to you a disclosure document approved by the Commissioner of Business Oversight before we ask you to consider a material modification of your Franchise Agreement.

You must sign a general release of claims if you renew or transfer your franchise or if you transfer your area developer rights. 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).

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

Section 15.10 of the Franchise Agreement limits the statute of limitations to 1 year from the date the complaining party knew or should have known of facts giving rise to the claim. This provision is void to the extent it is inconsistent with the provisions of Corporations Code 31303- 31304. Corporations Code Section 31512 provides that "Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this law or any rule or order is void."

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in Texas, or in such city and state where the Franchisor is headquartered, with the costs being borne by both parties unless Franchisor incurs expense to enforce any obligation of Area developer, then Franchisor shall be entitled to recover all legal fees and expenses from Franchisee.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business Professions Code Section 20040.5,

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

OUR WEBSITE IS WWW.iCRYO.COM. 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.

The Franchise Agreement provides for optional mediation. The mediation will occur in the city and state where we have our principal place of business with the costs of the mediation service being borne equally by both parties.

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

In registering this franchise, the California Department of Financial Protection and Innovation has not reviewed, and makes no statements concerning, the franchisor's compliance with state and federal licensing and regulatory requirements relating to the practice of medicine. You should consult with your attorney concerning these laws, regulations, and ordinances that may affect the operation of your business. If the California Medical Board, or any other agency overseeing the practice of medicine in this state, determines that the operation of the franchise fails to comply with state law, the franchisor may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment.

Surety Bond:

The Department 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 under California Corporations Code section 31113 and 10 C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is in the amount of $49,500 with Great American 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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE HAWAII FRANCHISE INVESTMENT LAW

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, 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 THE FRANCHISOR AND THE FRANCHISEE.

No release language included in Franchise Agreement shall relieve the franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois:

Illinois law governs the Franchise Agreement.

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

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

There is no formal schedule for the training required in this franchise system. You must complete Initial Training 30 days prior to opening your business.

In conformance with Section 15 of the Illinois Disclosure Act of 1987, and Section 200.500 of the Illinois Administrative Rules promulgated thereunder, due to Franchisor's deficit working capital and deficit Members' equity – the Administrator Orders Franchisor to assure its financial capability by implementing a means of financial assurance. Franchisor elected to post a Surety Bond in the amounts of the initial (and development) fee multiplied by the number of franchises to be sold in Illinois, pursuant to Section 200.500 of the Rules.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

a. Item 5 ("Initial Fees") of the Franchise Disclosure Document is amended by adding the following:

> Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we secured a surety bond in the amount of ninety-four thousand five hundred dollars ($94,500) from Great American Insurance Company. A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202. Also, a copy is attached immediately following this Addendum

b. Item 5 ("Initial Fees") of the Franchise Disclosure Document is further amended by deleting the paragraph with the headings "iCRYO Equipment Package." Franchisees in Maryland may, at their option, purchase the furniture, fixtures, and equipment required to start their iCRYO Center from us, or our affiliates, but may instead, purchase equipment that meets System standards, from third parties. The required equipment includes Whole Body Cryotherapy machines, Localized Cryotherapy machines, Infrared Saunas, Compression Sleeves, Photo biomodulation Devices, Dry Float Bed, Recliners for Compression and related accessories. We estimate the total purchase price for the required equipment to range from $275,000 to $400,000 (depending on the amount of square footage for your iCRYO Center).

c. Item 7, Note 3 is replaced by the following:

> These figures represent the purchase of the necessary furniture, fixtures and equipment from suppliers to operate your Franchised Business. This includes the iCRYO Equipment Package (that may be purchased from our affiliate or from third-party providers) along with items you will need to purchase from third-party providers, such as a refrigerator, microwave oven, washer/dryer, security system, additional items for your employee breakroom and additional office and cleaning supplies. The costs listed here do not include any transportation or set up costs. Third-party financing may be available for qualified candidates for some of the equipment costs, however, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this chart.

d. Item 8, the third paragraph is amended by deleting the following sentence: "Currently, we require you to purchase the iCRYO Opening Package consisting of certain furniture, fixtures and equipment from our subsidiaries. (See Item 5)."

e. Item 17.c ("Requirements for franchisee to renew or extend") and Item 17.m ("Conditions for franchisor approval of transfer") of the Franchise Disclosure Document are amended to provide that "The requirement that you provide a general release of all claims against us in order to renew or transfer your franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

f. Item 17.g (“Cause defined – curable defaults”) of the Franchise Disclosure Document is amended to provide that “Termination upon filing of a bankruptcy petition against you or any shareholder may not be enforceable under federal bankruptcy law.”

g. Item 17.v (“Choice of forum”), of the Franchise Disclosure Document is amended to provide that “Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”

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

i. Per the requirement of the Commissioner, the Franchisor has elected to post a surety bond with the Maryland Securities Division.

BOND NO. E708651

STATE OF MARYLAND
SECURITIES DIVISION
FRANCHISOR SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

ICRYO FRANCHISE SYSTEMS LLC
(Name of Franchisor)

a , TX
(Description or form of business organization, including State of Incorporation), with business offices at

14200 GULF FREEWAY SUITE 210 HOUSTON, TX 77034
(Address)

as Principal, and Great American Insurance Company (Name of Surety) a corporation duly organized under the laws of the State of Ohio and authorized to do business in the State of Maryland, as Surety, are hereby held and firmly bound to the State of Maryland, in the sum of Forty Nine Thousand Five Hundred Dollars Thousand Dollars ($ 49500 .00). For the payment of this sum, Principal and Surety bind themselves, their representatives, successors and assigns, jointly and severally by these presents.

WHEREAS, Principal has applied for registration as a franchisor to offer and sell franchises in Maryland, as required under the Maryland Franchise Registration and Disclosure Law, Title 14, Subtitle 2, Business Regulation Article, Annotated Code of Maryland, (2010 Repl. Vol.) (the Maryland Franchise Law); and

WHEREAS, Principal executes this surety bond under §14-217 of the Maryland Franchise Law, as a condition of its registration to offer and sell franchises in Maryland;

NOW, THEREFORE, the Principal agrees as follows:

1. Principal shall obey all applicable rules, regulations and statutes of the State of Maryland, now or hereafter existing and all other applicable laws now or hereafter existing, affecting or relating to the offer or sale of franchises and area franchises.

2. Principal shall in all respects be bound to any and all applicable requirements and provisions required to be in this bond by existing and future statutes, rules and regulations of the State of Maryland, and laws, the same as though such requirements and provisions were fully set forth in this bond, and by reference such requirements and provisions are made a part hereof.

3. Principal shall in all respects be bound to perform and fulfill, up to and until the time at which a franchisee's or subfranchisor's business is fully operational, all undertakings, covenants, terms, conditions and agreements of any contract, or of any modification to a contract duly authorized by the parties to the contract, that the Principal makes with these franchisees, or subfranchisors.

4. This bond is for the benefit of the State of Maryland and all persons purchasing franchises and area franchises from Principal.

5. This bond shall become effective at 12:01 am (time of day) on 01/27/2023 (date)
It may be cancelled by Surety and Surety relieved of liability with respect to a franchise agreement entered into by Principal after the effective date of cancellation. Cancellation is effective 90 days after the Maryland Securities Commissioner and Principal receive written notice from Surety of cancellation. Notwithstanding any such cancellation, coverage under this bond remains effective with respect to any franchise agreements entered into by Principal prior to the effective date of cancellation.

Great American Insurance Company
(Name of Surety)
By: Valerie Aber
(Signature of Attorney in Fact)
Valerie Aber

ICRYO FRANCHISE SYSTEMS LLC
(Name of Franchisor)
By :
(Signature of Officer, Partner, or Sole Proprietor)

****

Approved as to form:

Assistant Attorney General

Jan 30, 2023
Date

INSTRUCTIONS:

1. This side is to be completed by a notary public for both the Principal and the Surety.

2. Please attach the Power of Attorney and Certified Copy of the Corporate Resolution for the Surety listed herein.

STATE OF Texas)
) ss. **ACKNOWLEDGMENT OF PRINCIPAL**
COUNTY OF Harris)

(INDIVIDUAL PROPRIETORSHIP)

The foregoing instrument was acknowledged before me this _____day of _____, _____

by _____
(Name of Person Acknowledged)

(CORPORATION)

The foregoing instrument was acknowledged before me this 30th day of Jan, 2023

by Bill Jones, President of
(Name of Corporation President)

iCRUZ Franchise Systems Texas
(Name of Corporation) (State of Incorporation)
corporation, on behalf of the corporation.

(PARTNERSHIP)

The foregoing instrument was acknowledged before me this _____day of _____, _____

by _____, a partner on behalf of
(Name of Acknowledging Partner)

_____, a partnership.
(Name of Partnership)

MICHELLE LEWIS
Notary Public, State of Texas
Comm. Expires 03-07-2025
Notary ID 131033521

Notary Public

NOTARY SEAL Cty: Houston Comm. Exp: March 7, 2025

STATE OF Arizona)
)ss. **ACKNOWLEDGMENT OF SURETY**
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 27 day of January, 2023

by Valerie Aber
(Name and Title of Officer or Agent)

of Great American Insurance Company,
(Name of Corporation Acknowledging)

a OH corporation, on behalf of the corporation.
(State of Incorporation)

Notary Public

NOTARY SEAL Cty: Litchfield Park Comm. Exp: September 27, 2026

AMANDA LYNN TURNER
Notary Public, State of Arizona
Maricopa County
Commission # 637078
My Commission Expires
September 27, 2026

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than one

Bond No. E708651

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Valerie Aber	13341 W Indian School Road, Suite 305 Litchfield Park, AZ 85340	$49500---

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of January , 2023 .

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 27th day of January , 2023 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27th day of January , 2023 .

SEAL

Assistant Secretary

S1194E (05/20)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary set forth in the franchise disclosure document and/or Franchise Agreement, as applicable, the following provisions shall supersede and apply to all franchises offered and sold in the State of Minnesota:

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

b. With respect to franchises governed by Minnesota law, the franchisor will comply with MINN. STAT. SECTION 80C.14 SUBD. 3-5, which require (except in certain specified cases)

   a. that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and

   b. that consent to the transfer of the franchise will not be unreasonably withheld.

   c. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to MINN. STAT. SECTION 80C.12 SUBD. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

   d. MINNESOTA RULES 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

   e. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See MINNESOTA RULES 2860.4400(J) also, a court will determine if a bond is required.

   f. The Limitations of Claims section must comply with MINN. STAT. SECTION 80C.17 SUBD. 5.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE NEW YORK FRANCHISE LAW

1. The cover page of the Franchise Disclosure Document is amended to add the following statement:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY .**

2. Item 3 of the Franchise Disclosure Document is amended by deleting the last paragraph and substituting the following:

"Neither we, our predecessor, nor a person identified in Item 2, or an affiliate offering franchises under our principal trademark:

a. Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion; misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. Moreover, there are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

b. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

c. Is subject to a currently effective injunction 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 injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent."

3. Item 4 of the Franchise Disclosure Document is amended by deleting the last paragraph and substituting the following:

"Neither we, our affiliate, our predecessor nor our officers during the 10 year period immediately before the date of the Franchise disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership."

4. Item 5 of the Franchise Disclosure Document is amended by adding the following:

"We will use the Development Fee to cover our costs associated with fulfilling its obligations under the Franchise Agreement and to cover other overhead costs and expenses."

5. Item 17 of the Franchise Disclosure Document is amended by deleting the first paragraph and substituting the following:

"THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THESE AGREEMENTS ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT."

6. Item 17 of the Franchise Disclosure Document is further amended by adding the following statement to the summary column (d) entitled "Termination by You":

"You can terminate upon any grounds available by law."

7. Item 17 of the Franchise Disclosure Document is further amended by adding the following statement to the summary column (j) regarding assignment of the contract by us:

"However, no assignment will be granted except to an assignee who in our good faith judgment of is willing and able to assume our obligations."

8. Item 17 of the Franchise Disclosure Document is further amended by adding the following statement to the summary column (w) indicating the choice of law:

"The foregoing choice of law should not be considered a waiver of any right conferred upon either the Franchisor or upon the Franchisee by the General Business Law of the State of New York."

FRANCHISOR REPRESENTATION

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF MATERIAL FACT.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE LAW

Notwithstanding anything to the contrary in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. The Commissioner has determined that the requirement for a franchisee to consent to a waiver of trial by jury to be unfair, unjust and inequitable within the intent of Section51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the jury waiver in Section 15.9 of the Franchise Agreement is deleted.

2. Waiver of exemplary and punitive damages is prohibited by law in the State of North Dakota. Accordingly, the waiver of exemplary and punitive damages in Sections 15.9 of the Franchise Agreements deleted.

3. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement, and the other agreements or Texas law if those provisions are in conflict with North Dakota law.

4. Except to the extent the laws of the State of North Dakota are preempted by the Federal Arbitration Act, any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise Agreement and issued in the State of North Dakota.

5. The Commissioner has determined that requiring a franchisee to sign a general release upon renewal of the franchise agreement is unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, all references to the Area developer signing a general release upon renewal of the Franchise Agreement in Item17(c) of the franchise disclosure document and Section 4.2(g) of the Franchise Agreement are deleted.

6. The Commissioner has determined that the requirement for a franchisee to consent to termination or liquidated damages to be unfair, unjust and inequitable within the intent of Section51-19-09 of the North Dakota Franchise Investment Law. Accordingly, all references to the Area developer paying termination or liquidated damages in Item 17(i) of the Franchise Disclosure Document and in Sections 13 of the Franchise Agreement are deleted.

7. The Commissioner has held that covenants restricting competition are contrary to Section 9- 08-06 of the North Dakota Century Code, and are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. To the extent any covenants restricting competition in the Franchise Agreement or Area Development Agreement are contrary to Section 9-08-06 of the North Dakota Century Code or Section 51-19-09 of the North Dakota Franchise Investment Law they are deleted and Item 17(r) of the Franchise Disclosure Document is amended to state so

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE RHODE ISLAND FRANCHISE DISCLOSURE ACT

Section 19-28.1-14 of the Rhode Island Franchise Investment Act, as amended by the laws of 1991, 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."

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

Notwithstanding anything to the contrary in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Virginia.

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $469,500 to $1,200,000. This amount exceeds the franchisor's stockholder's equity as of December 31, 2021, which is $ (1,064,105).

The following paragraph is added at the end of Item 5:

> **The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.**

The following paragraph is added at the end of Item 17:

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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE WASHINGTON FRANCHISE INVESTMENT LAW

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Washington.

ARTICLE I If any of the provisions in the Franchise Disclosure Document, or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act"), the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document or Franchise Agreement with regard to any franchises sold in Washington.

ARTICLE II 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.

ARTICLE III The State of Washington's policy pursuant to its Administrative Regulations pertaining to releases is as follows:

> 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

ARTICLE IV Item 17 is amended to add the following:

> "These states have statutes which limit the franchisor's ability to restrict your activity after the Franchise Agreement has ended: California Business and Professions Code Section 16,600, Florida Statutes Section 542.33, Michigan Compiled Laws Section 445.771 *et seq.,* Montana Codes Section 30-14-201, North Dakota Century Code Section 9-08-06, Oklahoma Statutes Section 15-217-19, Washington Code Section 19.86.030. Other states have court decisions limiting the franchisor's ability to restrict your activity after the Franchise Agreement has ended.
>
> A provision in the Franchise Agreement which terminates the franchise upon bankruptcy of the franchise may not be enforceable under Title 11, United States Code Section 101.

The following states have statutes which restrict or prohibit the imposition of liquidated damage provisions: California [Civil Code Section 1671], Indiana [1C 23-2-2.7-1(10)], Minnesota [Rule 2860.4400J], South Dakota [Civil Law 53-9-5]. State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contract law, and state and federal court decisions."

A. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

B. 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.

C. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

D. 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.

E. 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

STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT

MULTI-STATE AMENDMENT
TO FRANCHISE AGREEMENT
(FOR THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI)

This Amendment pertains to franchises sold in the states that have adopted as law the NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgements (the "SOP") and is for the purpose of complying with the statutes and regulations of such states. Signing this Amendment where the SOP, because applicable jurisdictional requirements are not met, does not apply, does not subject the parties to the provisions of the SOP. Subject to the foregoing, notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

Franchisor and Franchisee hereby agree that the Franchise Agreement dated _____ _____, 20__, will be amended as follows:

1. The following language is added immediately before the signature block of the Franchise Agreement:

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

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed and delivered this Amendment as of the date set forth above.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

CALIFORNIA AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of California that are subject to the California Franchise Investment Law (the "Act") and is for the purpose of complying with California statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

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.

Dated: _____

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

ILLINOIS AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Illinois that are subject to the Illinois Franchise Disclosure Act (the "Act") and is for the purpose of complying with Illinois statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, _____, hereby agree that the Franchise Agreement will be amended as follows:

1. Illinois law shall supersede any provisions of the Franchise Agreement or Texas law which are in conflict with the law.

2. Nothing in Section 12.2 of the Franchise Agreement waives any rights Franchisee may have under Section 41 of the Illinois Franchise Disclosure Act of 1987, which provides:

> "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. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

3. Section 12.2 of the Franchise Agreement is amended to provide that venue shall be in an appropriate Illinois court of general jurisdiction or United States District Court in Illinois.

4. A Surety Bond has been obtained by Franchisor to assure its financial capability to its franchisees; the Bond is on file with the Office of the Illinois Attorney General. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

There is no formal schedule for the training required in this franchise system. You must complete Initial Training 30 days prior to opening your business.

Dated: _____

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

MARYLAND AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Maryland that are subject to the Maryland Franchise Registration and Disclosure Law (the "Act") and is for the purpose of complying with Maryland statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

Franchisor and Franchisee hereby agree that the Franchise Agreement dated _____, 200___, will be amended as follows:

1. The following language is added to Section 2.2.9 of the Franchise Agreement:

   ", except that the general release provisions shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

2. The following language is added to Section 8.3.2.3 of the Franchise Agreement:

   ", except that the general release provisions shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

3. The following language is added to the end of Section 12.2 of the Franchise Agreement:

   "Franchisee may bring a lawsuit in Maryland for claims arising out of the Maryland Franchise Registration and Disclosure Law."

4. The following language is added to the end of Section 12.2 of the Franchise Agreement:

   "all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years after the grant of the franchise."

5. The following language is added to Sections 7.2 and 12.12 of the Franchise Agreement:

   "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."

7. Based upon Franchisor's financial condition, the Maryland Securities Commissioner required a financial assurance. Franchisor has secured a surety bond in the amount of ninety-four thousand five hundred dollars ($94,500) from

Great American Insurance Company. A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202.

8. Purchase of the iCRYO Equipment Package is optional for franchisees in Maryland. Franchisees in Maryland may purchase the furniture, fixtures, and equipment required to start their iCRYO Center from Franchisor, or Franchisor's affiliates, but may instead, purchase equipment that meets System standards, from third parties. The iCRYO Equipment Package includes Whole Body Cryotherapy machines, Localized Cryotherapy machines, Infrared Saunas, Compression Sleeves, Photo biomodulation Devices, Dry Float Bed, Recliners for Compression and related accessories.

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed and delivered this Amendment as of the date set forth above.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

MINNESOTA AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Minnesota that are subject to the Minnesota Franchise Act (Minn. Stat. Sec. 80C.1 et seq., the "Act") and is for the purpose of complying with Minnesota statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, _____, hereby agree that the Franchise Agreement will be amended as follows:

1. Section 6.3 of the Franchise Agreement is amended to add the following language.

   "The Minnesota Department of Commerce requires the Franchisor to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the tradename infringes trademark rights of the third party. Franchisor indemnifies Franchisee against the consequences of Franchisee's use of the tradename in accordance with the requirements of the license, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claims within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim."

2. Section 9 of the Franchise Agreement is amended to read as follows:

   "At the election of Franchisor, Franchisor may terminate the Agreement effective upon the expiration of 90 days after giving of written notice in the event Franchisee defaults, and does not cure to Franchisor's reasonable satisfaction within the 60-day notice period, in the performance of any other covenant or provision of this Agreement, including without limitation, the obligation to pay when due any financial obligation to Franchisor, the obligation to make reports and provide information when due hereunder, or failure to maintain any of the standards or procedures prescribed for the Franchised Business in this Agreement, the Manual or otherwise; provided, however, that Franchisee shall be entitled to notice and opportunity to cure any such default only once in any six month period, and any subsequent occurrence of the same or substantially similar default within such six month period shall entitle Franchisor, at its option, to terminate this Agreement effective immediately upon the giving of notice and without opportunity to cure."

3. Franchisor will protect the Franchisee's right granted hereby to use the Marks or will indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

4. Section 9 of the Franchise Agreement is amended as follows:

> "With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement."

5. Section 12.2 of the Franchise Agreement is amended as follows:

> "Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by laws of the jurisdiction."

6. Minn. Rule 2860.4400J. prohibits waiver of a jury trial. Accordingly, Section 12.13 of the Franchise Agreement is amended as follows:

> "Nothing contained herein shall limit Franchisee's right to submit matters to the jurisdiction of the courts of Minnesota to the full extent required by Minn. Rule 2860.4400J."

7. Minn. Rule 2860.4400J. prohibits requiring a franchisee to consent to liquidated damages.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement as of the day and year set forth above.

Franchisor:

_____

DATED: _____ By: _____

Its: _____

Franchisee:

_____

DATED: _____ By: _____

Its: _____

NEW YORK AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of New York that are subject to the New York Franchise Act (New York State General Business Law, Article 33, Sec. 680 et seq., the "Act") and is for the purpose of complying with New York statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, _____, hereby agree that the Franchise Agreement will be amended as follows:

1. Franchisor and Franchisee are parties to that certain _____ Franchise Agreement dated _____, ___ that has been signed concurrently with the signing of this Amendment. This Amendment is annexed to and forms part of the Franchise Agreement. This Amendment is being signed because: (a) you are a resident of the State of New York and your Franchise will operate in New York; and/or (b) the offer or sale of the license occurred in New York.

2. The following is added as a new Section 9.4 of the Franchise Agreement:

> "Franchisee may terminate this Agreement upon any grounds available at law."

3. The following is added to Section 12.2 of the Franchise Agreement:

> "This section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law and the regulations issued thereunder."

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the day and year first above written.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

NORTH DAKOTA AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of North Dakota that are subject to the North Dakota Franchise Investment Law (the "Act") and is for the purpose of complying with North Dakota statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The Franchise Agreement between _____ ("Franchisee" or "You") and _____ ("Franchisor") dated as of _____, 20__ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1995). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law will control.

e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on _____, 20___.

Franchisor:

_____

By: _____

Its: _____

Franchisee:

_____

By: _____

Its: _____

RHODE ISLAND AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Rhode Island that are subject to the Rhode Island Franchise Investment Act (the "Act") and is for the purpose of complying with Rhode Island statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, ____ hereby agree that the Franchise Agreement will be amended as follows:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act, as amended by the laws of 1991, 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."

Dated: _____, _____.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

VIRGINIA AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Virginia that are subject to the Virginia Retail Franchising Act (the "Act") and is for the purpose of complying with Virginia statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated_____, _____, hereby agree that the Franchise Agreement will be amended as follows:

1. Section 9 of the Franchise Agreement is amended by adding the following language

   "§13.1-564 of the Virginia Retail Franchising Act provides that it is unlawful for a franchisor to cancel a franchise without reasonable cause."

2. Section 4.1 of the Franchise Agreement is amended by adding the following language: "

   "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement."

Dated: _____

Franchisor:

iCRYO FRANCHISE SYSTEMS, LLC

By: _____

Its: _____

Franchisee:

_____

By: _____

Its: _____

WASHINGTON AMENDMENT
TO FRANCHISE AGREEMENT

This Amendment pertains to franchises sold in the State of Washington that are subject to the Washington Franchise Investment Protection Act (the "Act") and is for the purpose of complying with Washington statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the License Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, ____ hereby agree that the Franchise Agreement will be amended as follows:

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with 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 Franchisor including the areas of termination and renewal of your license.

2. In the event of a conflict of law, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

3. A release or waiver of rights executed by a Franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

4. Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

5. The undersigned hereby acknowledges receipt of this amendment.

Dated: _____, _____.

Franchisor:	Franchisee:
_____	_____
By: _____	By: _____
Its: _____	Its: _____

STATE ADDENDA TO MULTI-UNIT DEVELOPMENT AGREEMENT

CALIFORNIA AMENDMENT
TO MULTI-UNIT AGREEMENT

This Amendment pertains to franchises sold in the State of California that are subject to the California Franchise Investment Law (the "Act") and is for the purpose of complying with California statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Multi-Unit Agreement to the contrary, the Agreement is amended to include the following:

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.

Dated: _____

Franchisor:	Developer:
iCRYO FRANCHISE SYSTEMS, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

.

ILLINOIS AMENDMENT
TO MULTI-UNIT AGREEMENT

This Amendment pertains to franchises sold in the State of Illinois that are subject to the Illinois Franchise Disclosure Act (the "Act") and is for the purpose of complying with Illinois statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Multi-Unit Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Multi-Unit Agreement dated _____,20___, hereby agree that the Multi-Unit Agreement will be amended as follows:

1. Illinois law shall supersede any provisions of the Multi-Unit Agreement or Texas law which are in conflict with the law.

2. Nothing in Section 14.2 of the Multi-Unit Agreement waives any rights Area Developer may have under Section 41 of the Illinois Franchise Disclosure Act of 1987, which provides:

> "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. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

3. Section 14.2 of the Multi-Unit Agreement is amended to provide that venue shall be in an appropriate Illinois court of general jurisdiction or United States District Court in Illinois.

4. A Surety Bond has been obtained by Franchisor to assure its financial capability to its franchisees; the Bond is on file with the Office of the Illinois Attorney General. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

There is no formal schedule for the training required in this franchise system. You must complete Initial Training 30 days prior to opening your business.

Dated: _____

Franchisor:	Developer:
iCRYO FRANCHISE SYSTEMS, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

MARYLAND AMENDMENT
TO MULTI-UNIT AGREEMENT

This Amendment pertains to franchises sold in the State of Maryland that are subject to the Maryland Franchise Registration and Disclosure Law (the "Act") and is for the purpose of complying with Maryland statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Multi-Unit Agreement to the contrary, the Agreement is amended to include the following:

Franchisor and Developer hereby agree that the Multi-Unit Agreement dated _____, 20___, will be amended as follows:

1. The following language is added to Section 7.2.1.3 of the Multi-Unit Agreement:

   ", except that the general release provisions shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

2. The following language is added to the end of Section 14.2 of the Multi-Unit Agreement:

   "You may bring a lawsuit in Maryland for claims arising out of the Maryland Franchise Registration and Disclosure Law."

3. The following language is added to the end of Section 14 of the Multi-Unit Agreement:

   "All claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years after the grant of the franchise."

4. Sections 7.2.1.3 Multi-Unit Agreement are amended to state:

   "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."

IN WITNESS WHEREOF, Franchisor and Developer have duly executed and delivered this Amendment as of the date set forth above.

Franchisor:	Developer:
iCRYO FRANCHISE SYSTEMS, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

MINNESOTA AMENDMENT
TO MULTI-UNIT AGREEMENT

This Amendment pertains to franchises sold in the State of Minnesota that are subject to the Minnesota Franchise Act (Minn. Stat. Sec. 80C.1 et seq., the "Act") and is for the purpose of complying with Minnesota statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Multi-Unit Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Franchise Agreement dated _____, 20___, hereby agree that the Franchise Agreement will be amended as follows:

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

2. With respect to franchises governed by Minnesota law, the franchisor will comply with MINN. STAT. SECTION 80C.14 SUBD. 3-5, which require (except in certain specified cases)

   (i) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and

   (ii) that consent to the transfer of the franchise will not be unreasonably withheld.

3. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to MINN. STAT. SECTION 80C.12 SUBD. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

4. MINNESOTA RULES 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See MINNESOTA RULES 2860.4400(J) also, a court will determine if a bond is required.

6. The Limitations of Claims section must comply with MINN. STAT. SECTION 80C.17 SUBD. 5.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Multi-Unit Agreement as of the day and year set forth above.

Franchisor:	Developer:
iCRYO FRANCHISE SYSTEMS, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

NEW YORK AMENDMENT
TO MULTI-UNIT AGREEMENT

This Amendment pertains to franchises sold in the State of New York that are subject to the New York Franchise Act (New York State General Business Law, Article 33, Sec. 680 et seq., the "Act") and is for the purpose of complying with New York statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Multi-Unit Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Multi-Unit Agreement dated _____, 20_____, hereby agree that the Multi-Unit Agreement will be amended as follows:

1. Franchisor and Area Developer are parties to that certain Multi-Unit Agreement that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because: (a) you are a resident of the State of New York and your Franchise will operate in New York; and/or (b) the offer or sale of the area development rights occurred in New York.

2. The following is added as a new Section 6.7 of the Multi-Unit Agreement:

   "You may terminate this Agreement upon any grounds available at law."

3. The following is added to Section 14.2 of the Multi-Unit Agreement:

   "This section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law and the regulations issued thereunder."

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the day and year first above written.

Franchisor:	Developer:
iCRYO FRANCHISE SYSTEMS, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

NORTH DAKOTA AMENDMENT
TO MULTI-UNIT AGREEMENT

This Amendment pertains to franchises sold in the State of North Dakota that are subject to the North Dakota Franchise Investment Law (the "Act") and is for the purpose of complying with North Dakota statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Multi-Unit Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Multi-Unit Agreement dated _____, 20____, hereby agree that the Multi-Unit Agreement will be amended as follows:

1. Section 6 of the Multi-Unit Agreement is amended as follows:

   "Remedies Upon Termination. If the Agreement is terminated, and in addition to your obligations as otherwise provided herein, we will retain the full amount of any fees heretofore paid to us and you will continue to remain liable to us for any and all damages which we have sustained or may sustain by reason of such default or defaults and the breach of the Agreement on you part for the unexpired Term of the Agreement."

2. Section 14.12 of the Multi-Unit Agreement is deleted.

3. Section 14.11of the Multi-Unit Agreement is deleted.

4. Section 14.2 of the Multi-Unit Agreement is deleted.

5. Section 14.4 of the Multi-Unit Agreement is amended as follows:

   "In the event either party incurs legal fees or costs or other expenses to enforce any obligation of the other party hereunder, or to defend against any claim, demand, action or proceeding by reason of the other party's failure to perform or observe any obligation imposed upon that party by this Agreement, then the prevailing party shall be entitled to recover from the other party the amount of all legal fees, costs and expenses, including reasonable attorneys' fees, whether incurred prior to, or in preparation for or contemplation of the filing of any claim, demand, action or proceeding to enforce any obligation of the other party hereunder or thereafter or otherwise."

6. The laws of the State of North Dakota supersede any provisions of the Multi-Unit Agreement, the other agreements or such state law as applies to the agreements if such provisions are in conflict with North Dakota law.

Dated: _____

Franchisor:	Developer:
iCRYO FRANCHISE SYSTEMS, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

RHODE ISLAND AMENDMENT
TO MULTI-UNIT AGREEMENT

This Amendment pertains to franchises sold in the State of Rhode Island that are subject to the Rhode Island Franchise Investment Act (the "Act") and is for the purpose of complying with Rhode Island statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Multi-Unit Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Multi-Unit Agreement dated _____, 20____ hereby agree that the Franchise Agreement will be amended as follows:

1. Section 19-28.1-14 of the Rhode Island Franchise Investment Act, as amended by the laws of 1991, 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."

Dated: _____, 20_____.

Franchisor:	Developer:
iCRYO FRANCHISE SYSTEMS, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

VIRGINIA AMENDMENT
TO MULTI-UNIT DEVELOPMENT AGREEMENT

This Amendment pertains to franchises sold in the State of Virginia that are subject to the Virginia Retail Franchising Act (the "Act") and is for the purpose of complying with Virginia statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Multi-Unit Development Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Multi-Unit Development Agreement dated_____,_____, hereby agree that the Multi-Unit Development Agreement will be amended as follows:

1. Section 6 of the Multi-Unit Development Agreement is amended by adding the following language

> "§13.1-564 of the Virginia Retail Franchising Act provides that it is unlawful for a franchisor to cancel a franchise without reasonable cause."

2. Section 2 of the Multi-Unit Development Agreement is amended by adding the following language: "

> "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement."

Dated: _____

Franchisor:

iCRYO FRANCHISE SYSTEMS, LLC

By: _____

Its: _____

Developer:

_____

By: _____

Its: _____

WASHINGTON AMENDMENT
TO MULTI-UNIT AGREEMENT

This Amendment pertains to franchises sold in the State of Washington that are subject to the Washington Franchise Investment Protection Act (the "Act") and is for the purpose of complying with Washington statutes and regulations. Signing this Amendment where the jurisdictional requirements of the Act are not met does not subject the parties to the provisions of the Act. Notwithstanding anything which may be contained in the body of the Multi-Unit Agreement to the contrary, the Agreement is amended to include the following:

The parties to the Multi-Unit Agreement dated _____, 20____ hereby agree that the Multi-Unit Agreement will be amended as follows:

1. In the event of a conflict of law, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

2. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Multi-Unit Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise.

3. A release or waiver of rights executed by an Area Developer shall 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

4. Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

5. 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.

6. 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.

7. 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.

8. The undersigned hereby acknowledges receipt of this amendment.

Dated: _____, 20_____.

Franchisor:	Developer:
iCRYO FRANCHISE SYSTEMS, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

EXHIBIT I

SAMPLE ADMINISTRATIVE SERVICE AGREEMENT

---

iCRYO Franchise Systems, LLC

EXHIBIT I
BUSINESS SERVICES AGREEMENT

This Business Support Services Agreement (the "Agreement") dated _____ is between_____, (the "Professional Company") and_____, a _____ (the "Service Company"). The Professional Company and the Service Company are collectively referred to herein as the "Parties".

RECITALS

The Professional Company is engaged in the provision of medical services (the "Practice") in the State of_____, and the Professional Company's professional clinical staff (the "Clinical Professionals") hold all licenses and permits necessary to engage in the Practice in the State of_____.

The Professional Company desires to engage the Service Company exclusively to provide and arrange certain non-professional administrative and business support services required to support the Professional Company's professional clinical operations.

AGREEMENT

The Parties hereby agree as follows:

ARTICLE V.
ENGAGEMENT AND AUTHORITY

1. **Engagement of the Service Company.** On the terms of this Agreement, the Professional Company hereby engages the Service Company, and the Service Company hereby accepts engagement by the Professional Company, exclusively to provide and/or arrange for the provision of the Support Services to the Professional Company and as described in Article II below and Exhibit A hereto. The Professional Company expressly acknowledges that the Service Company may subcontract with third parties for the performance of certain Support Services.

2. **Relationship of Parties.** In performing their respective duties and obligations under this Agreement, the Parties are independent contractors. The Parties do not intend to be joint venturers, partners or employees of each other.

3. **Conduct of Professional Practice.** The Professional Company will solely and exclusively control the provision of professional clinical services, and the Service Company will neither have nor exercise any control or discretion over the methods by which the Clinical Professionals render professional clinical services. Nothing in this Agreement will be construed to alter or otherwise affect the legal, ethical or professional relationships between and among the Professional Company, the Clinical Professionals and their patients, nor does anything in this Agreement abrogate any right, privilege or obligation arising from or related to the physician-patient relationship.

ARTICLE VI.
SUPPORT SERVICES

1. General Authority.

(a) Except to the extent prohibited by applicable Laws and subject to the limitations set forth in this Agreement, the Service Company will provide or arrange for the provision of all non-professional administrative and business support services required to support the Professional Company's professional clinical operations, including the services set forth in this Article II and Exhibit A (the "Support Services"), and the Service Company will be the Professional Company's exclusive provider of Support Services. The foregoing notwithstanding, the Service Company will not provide any service set forth in Section 2.6 or that constitutes the practice of medicine in violation of applicable Law.

(b) The Professional Company expressly authorizes the Service Company to perform the Support Services in the manner that the Service Company reasonably deems appropriate to meet the day-to-day business needs of the Professional Company, including the performance of specific business office functions at locations other than the Practice. The Professional Company will not prevent the Service Company from providing, or causing to be provided, and the Service Company will provide or cause to be provided, the Support Services in a business-like manner and in compliance with (i) all applicable Laws, (ii) all Orders by which the Parties are bound or to which the Parties are subject, (iii) the standards, rules and regulations of the United States Department of Health and Human Services and any other federal, state or local government agency, and (iv) the standards, rules and regulations of any accreditation agencies who accredit the Professional Companies' operations and/or facilities.

2. Billing and Collection.

(a) **Authorization.** The Professional Company hereby authorizes the Service Company to bill and collect for all clinical services rendered by the Professional Company and all other amounts payable to the Professional Company, including all amounts due for all services furnished by or under the supervision of the Clinical Professionals acting for or on behalf of the Professional Company. To facilitate such billing and collection services, the Professional Company will cause the Clinical Professionals to endorse and deliver to the Professional Company promptly all payments received by them in respect of any services rendered and products sold by or on behalf of the Professional Company. The Professional Company, in accordance with applicable Law, will fully cooperate in signing any authorization, making any assignment or rights, or taking whatever means necessary to enable Service company to perform the following services on its behalf:

(i) submit bills to patients or their responsible parties, in the Professional Company's name and on the Professional Company's behalf, for the payment, reimbursement or indemnification of services rendered and products provided to patients by or on behalf of the Professional Company,

(ii) collect all receivables for services rendered and products provided to the Professional Company's patients by or on behalf of the Professional Company and administer the deposit of all collected amounts into a Lockbox Account, the ownership of which will be the Professional Company and which will remain in the Professional Company's name,

(iii) collect from the Professional Company all cash received by the Professional Company (including patient co-payments, co-insurance and deductibles and accounts receivable) for deposit into the Lockbox Account,

(iv) make demand with respect to, settle, compromise and adjust any claims and to coordinate with collections agencies (approved by the Professional Company) to commence any suit, action or proceeding to collect upon such claims,

(v) take possession of and endorse, in the name of the Professional Company or any of its Clinical Professionals, any negotiable instrument received as payment for any services rendered or products provided by or on behalf of the Professional Company,

(vi) transfer from the Lockbox Account and Operating Account, to an account designated by the Service Company amounts sufficient to pay all outstanding Service Fees, expense reimbursements and other amounts due to the Service Company under this Agreement or the Deficit Funding Loan Agreement, and

(vii) sign negotiable instruments on the Professional Company's behalf and to make withdrawals from the Lockbox Account and the Operating Account to pay the Professional Company's expenses, including outstanding Service Fees, expense reimbursements and other amounts due to the Service Company under this Agreement or the Deficit Funding Loan Agreement, and as otherwise requested by the Professional Company.

(b) **Banking Authority.** The Service Company will use the Lockbox Account only for the purposes specified in this Agreement and, with respect to the Lockbox Account, will use commercially reasonable efforts not to commingle intentionally Professional Company funds with funds from other sources. If any commingling inadvertently occurs, the Service Company will use commercially reasonable efforts to correct, as soon as reasonably practicable, any mistakes that the Service Company discovers with regard to such commingling.

3. **Accounts**.

(a) **Professional Company Accounts.** The Professional Company hereby authorizes the Service Company to establish certain bank accounts, including one designated the "Lockbox Account" and one designated the "Operating Account". The Lockbox Account will be in the Professional Company's name only, and the Professional Company will have sole ownership over the Lockbox Account. To facilitate the Service Company's revenue cycle management functions under this Agreement, the Operating Account will be in the Service Company's name and maintained to facilitate payment for the Professional Company's benefit.

(b) **Lockbox Account.** All payments due in respect of services rendered and products provided by or on behalf of the Professional Company, and any other amounts payable to the Professional Company, will be directed to the Lockbox Account. The parties acknowledge and agree that the Professional Company will not accept any payments from Federal Health Care Programs unless and until this Agreement is amended to provide for a separate lockbox account for such payments. The Professional Company will enter into an agreement with a financial institution chosen by the Parties to (i) establish and service the Lockbox Account subject to the requirements of this Agreement and (ii) sweep all funds from the Lockbox Account into the Operating Account on a daily basis. Such persons as the Service Company may designate from time to time will be authorized signatories on the Lockbox Account ("Authorized Lockbox

Signatories"), provided the names of such Authorized Lockbox Signatories are given to the Professional Corporation in writing in advance of making such designation.

(c) **Operating Account.** The Service Company will use the Operating Account to receive funds from the Lockbox Account and pay Professional Company expenses, amounts due under this Agreement and the Deficit Funding Loan Agreement and such other reimbursable expenses as the Service Company may pay on the Professional Company's behalf. Such persons as the Service Company may designate from time to time will be authorized signatories on the Operating Account ("Authorized Signatories").

(d) **Professional Company Payroll Account.** The Service Company may transfer funds from the Operating Account to a payroll account owned and controlled by the Professional Company for purposes of funding the Professional Company's upcoming payroll needs.

(e) **Accounts Generally.** Should the Professional Company, in consultation with the Service Company, decide to open any new bank or other account, such account will be designated a Lockbox Account and subject to the corresponding requirements of Section 2.3(b). The Professional Company will deposit and hold all Professional Company funds in a Lockbox Account, subject to the transfer of such funds to the Operating Account in accordance with Section 2.3(b).

4. **Intellectual Property License.** The Service Company grants to the Professional Company a limited, non-exclusive, revocable and non-transferable right and license to use the following intellectual property assets during the Term solely in connection with the Service Company's provision of the Support Services and support for the Professional Company's professional clinical operations (collectively, the "Intellectual Property"):

(a) the Service Company's computer hardware and servers, network software system, proprietary patient case management and medical record software programs, commercial phone support system technologies and business support technology software, and

(b) the logos, trademarks, trade names, service marks and related manuals and proprietary documentation developed by or for or used by the Service Company in the provision of the Support Services and support for the Professional Company's professional clinical operations.

All proprietary rights, ownership and goodwill in the Intellectual Property will inure and belong to Service Company. Neither the license granted under this Section 2.4 nor the use by the Professional Company and its agents of the Intellectual Property creates any interest or right, express or implied, in the Intellectual Property with respect to the Professional Company beyond such limited license and right to use. The Professional Company hereby covenants not to assert any claim to any Intellectual Property and will cooperate fully with the Service Company in protecting all rights and interests of the Service Company and its Affiliates in and to the Intellectual Property. The Professional Company will not use or permit the use of any Intellectual Property in a manner that may contravene applicable Law or impair the validity or enforceability of any rights or interests in the Intellectual Property. If requested by the Service Company, the Professional Company will enter into any separate license agreement as the Service Company may reasonably request and is consistent with the terms of this Section 2.4.

5. **Clinical Support Personnel.** The Service Company will provide to the Professional Company all non-professional clinical support personnel reasonably required to provide local practice support for the Professional Company's professional clinical operations (the "Clinical Support Personnel"). The Clinical Support Personnel will perform their services at the Professional Company's clinical locations as directed by the Professional Company and during normal business hours, as may be coordinated by the Parties on a location-by-location basis.

(a) If the Professional Company has any questions or concerns regarding the qualifications or performance of any Clinical Support Personnel, the Professional Company will share such concerns and the basis thereof with the Service Company and cooperate and assist the Service Company in attempting to correct the problem to the satisfaction of all Parties.

(b) The Professional Company will reimburse the Service Company for all direct expenses incurred by the Service Company in providing the Clinical Support Personnel and all reasonable and necessary out-of-pocket expenses incurred and paid by the Service Company or the Clinical Support Personnel during the Term in rendering their services pursuant to this Section 2.5.

(c) All Clinical Support Personnel will be and remain employees of or contractors to the Service Company, and no employment relationship is intended between any of the Clinical Support Personnel and the Professional Company.

(d) The Service Company will provide medical, dental, health and life insurance and other benefits to the Clinical Support Personnel, if applicable, and the Professional Company will not be directly responsible for any such benefits, nor will the Clinical Support Personnel be entitled to participate in the employee benefit plans provided by the Professional Company to its employees.

(e) The Service Company will be responsible for paying all federal, state and local tax withholding obligations and employer payroll taxes (including federal payroll taxes and, as applicable, state and local payroll taxes, and social security (FICA) taxes) in respect of the compensation and benefits payable to the Clinical Support Personnel, and the Service Company will be responsible to pay all unemployment and workers' compensation taxes or premiums that are payable in respect of the Service Company's employment or other engagement of the Clinical Support Personnel.

(f) During the Term, the Professional Company will:

(i) have direction and control over the Clinical Support Personnel with respect to the performance of services on behalf of the Professional Company, have control over the day-to-day job duties of the Clinical Support Personnel and provide professional supervision of the Clinical Support Personnel when and as required by applicable Law,

(ii) comply with all applicable Laws affecting the Clinical Support Personnel in connection with their performance of services for or on behalf of the Professional Company and notify the Service Company of any alleged violation of such Laws reasonably promptly after becoming aware of any such alleged violation,

(iii) cooperate with and assist the Service Company in connection with any inquiry by any government authority (including any discrimination, harassment, retaliation, wrongful discharge or similar claims brought against the Service Company by any Clinical Support

Personnel arising from or during the performance of services for the Professional Company), and the Professional Company will promptly notify the Service Company of any material complaints by Clinical Support Personnel relating to their working conditions, terms and conditions of employment, treatment by Professional Company personnel, patients or other persons or violation of the Service Company's or the Professional Company's policies or other employment matters,

(iv) promptly notify the Service Company of any on-the-job injury or accident and/or claim for workers' compensation benefits involving any Clinical Support Personnel during the Term and cooperate with and assist the Service Company in processing and administering any workers' compensation claim involving the Clinical Support Personnel,

(v) make and keep written records of all material transactions occurring in connection with the Clinical Support Personnel in a reasonable manner consistent with the requirements of applicable Law and sound business practices, and, to the extent permitted by applicable Law, allow the Service Company to inspect such records during normal business hours on reasonable prior notice,

(vi) promptly notify the Service Company of any request for, or any situation that might entitle any Clinical Support Personnel to, leave under the Family and Medical Leave Act or other Law providing for employee leave so that the Service Company can properly determine rights to and/or administer such leave, and cooperate with and assist the Service Company in connection therewith**,**

(vii) treat all personal information provided by the Service Company in respect of the Clinical Support Personnel as confidential information of the Service Company and take commercially reasonable efforts to maintain such confidentiality and comply with all applicable Laws regarding the privacy of and use or disclosure of protected personal information of the Clinical Support Personnel, and make available to the Service Company all of the Professional Company's policies and procedures (and amendments thereto) that are to be followed by the Clinical Support Personnel.

6. **Services the Service Company May Not Provide.** The Service Company will not provide any of the following services to the Professional Company:

(a) assigning or designating specific clinical providers to treat specific patients, assuming responsibility for the care of patients, or

(b) engaging in any other activity that constitutes the practice of medicine or that would otherwise require the Service Company or its equity holders to have professional licensure under applicable state licensure Laws regarding the practice of medicine.

7. **No Referrals.** None of the Support Services obligate the Service Company to generate patient flow or business for the Professional Company in violation of applicable Law. The Parties do not intend to compensate the Service Company for generating patients for the Professional Company; rather the Professional Company hereby engages the Service Company to manage the non-professional business aspects of the Professional Company's business to enable the Clinical Professionals to focus on delivering top-quality patient care.

ARTICLE VII.
GENERAL OBLIGATIONS

1. **Duty to Cooperate.** The Parties acknowledge that mutual cooperation is critical to the performance of their respective duties and obligations under this Agreement. To ensure the communication necessary for mutual cooperation, the Professional Company will permit a representative designated by the Service Company (the "Service Company Representative") to attend and participate (in a non-voting capacity) in meetings of the Professional Company's board of directors or equivalent governing body, as reasonably requested by Service Company.

2. **Clinical Professionals.** The Professional Company will employ or engage all Clinical Professionals necessary to conduct, manage and operate the Practice in a proper and efficient.

3. **Business Associate Provisions.** The Service Company acknowledges and agrees that: the Professional Company is a "*covered entity*" (as defined in HIPAA) and the Service Company is a "*business associate*" (as defined under HIPAA) of the Professional Company when the Service Company provides services to the Professional Company involving "*protected health information*" (as defined under HIPAA) pursuant to this Agreement. The Service Company agrees to perform all services involving protected health information in accordance with the Business Associate Provisions set forth on Exhibit B.

4. Quantity, Service and Specialty Requirements; Standards.

(a) The Service Company will periodically review, and make recommendations to the Professional Company regarding, the appropriate number of full and part-time Clinical Professionals needed by the Professional Company to operate the Practice and treat patients presenting themselves at the Practice (the "Clinical Professional Staffing Levels"). Final determinations with respect to the Clinical Professional Staffing Levels will, at all times, remain the responsibility of the Professional Company.

(b) The Professional Company, in consultation with the Service Company, will be responsible for (i) developing and implementing utilization review and quality assurance guidelines (consistent with guidelines imposed by third-parties), (ii) supervising the Clinical Professionals' submission to the Professional Company of complete, accurate and timely documentation for coding and billing services provided in the Practice, (iii) supervising the taking of corrective action by Clinical Professionals when Clinical Professionals do not satisfy guidelines and standards, (iv) credentialing of Clinical Professionals for the performance of specific procedures, (v) handling impaired Clinical Professionals, and (vi) overseeing, developing and implementing policies of a purely clinical nature (including medical records documentation, clinical communications with patients and the determination of resources to be used for particular patients). Final determinations with respect to all such medico-administrative decisions will, at all times, remain the responsibility of the Professional Company.

5. Employment and Independent Contractor Agreements.

(a) The Professional Company will employ each Clinical Professional who is or becomes an employee of the Professional Company pursuant to a written employment agreement in a form developed by the Service Company in consultation with the Professional Company and subject to the Professional Company's approval (not to be unreasonably withheld, conditioned or delayed) (the "Employment Agreement"). Any amendments to an approved form of Employment Agreement will be developed by the Service Company in consultation with the Professional Company and subject to the Professional Company's approval (not to be unreasonably withheld,

conditioned or delayed). Final determinations with respect to all clinical employment decisions will, at all times, remain the responsibility of the Professional Company.

(b) The Professional Company will engage each Clinical Professional who is or becomes an independent contractor of the Professional Company pursuant to a written independent contractor agreement in a form developed by the Service Company in consultation with the Professional Company and subject to the Professional Company's approval (not to be unreasonably withheld, conditioned or delayed) (the "Independent Contractor Agreement"). Any amendments to an approved form of Independent Contractor Agreement will be developed by the Service Company in consultation with the Professional Company and subject to the Professional Company's approval (not to be unreasonably withheld, conditioned or delayed). Final determinations with respect to all clinical engagement decisions will, at all times, remain the responsibility of the Professional Company.

6. Regulatory Matters.

(a) The Professional Company and the Clinical Professionals are free, in their sole discretion, to exercise their professional clinical judgment in the course of treating patients, and nothing in this Agreement permits the Service Company to control or impermissibly influence the professional clinical judgment of the Professional Company or any Clinical Professional.

(b) The Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement, and to comply with (i) all Laws applicable to the Professional Company and all Orders by which the Professional Company is bound or to which the Professional Company is subject (including Laws and Orders relating to the practice of medicine, institutional and professional licensure, pharmacology and the securing, administering and dispensing of drugs, devices, medicines and controlled substances, medical documentation, medical record retention, laboratory services, unprofessional conduct, fee-splitting, referrals, billing and submission of false or fraudulent claims, claims processing, quality, safety, medical necessity, medical privacy and security, patient confidentiality and informed consent and the hiring of employees or acquisition of services or supplies from Persons excluded from participation in any Federal Health Care Program), and (ii) the requirements of any insurance company insuring the Professional Company or the Service Company against liability for injury or accident in or on the premises of the Professional Company or the Practice.

7. **Books and Records.** The Professional Company will retain and provide the Service Company with reasonable access to its books and records (including work papers in the possession of its accountants) with respect to all transactions and the Professional Company's financial condition, assets, liabilities, operations and cash flows, during the term of this Agreement.

ARTICLE VIII.
COMPENSATION OF THE SERVICE COMPANY AND DEFICIT FUNDING

1. **Service Fees.** The Professional Company will pay the Service Company the fees set forth in Exhibit C (the "Service Fees") in consideration of the Support Services rendered by the Service Company. The Service Company will invoice for Service Fees on a monthly basis, and Service Fees will be due when invoiced.

(a) The Parties have determined the Service Fees to be equal to the fair market value of the Support Services, without consideration of the proximity of the Professional Company

to any referral sources or the volume or value of any referrals from the Service Company or any of its Affiliates to the Professional Company or from the Professional Company to the Service Company or any of its Affiliates. The Service Fees represent fair value for the Support Services and is not intended to constitute an illegal fee-splitting or impermissible profit-sharing arrangement in violation of applicable Law or any licensing board's ethical requirements.

(b) Payment of the Service Fees is not conditioned upon a requirement that the Professional Company make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the Service Company or any of its Affiliates or a requirement that the Service Company or any of its Affiliates make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the Professional Company.

(c) Remittances to the Professional Company of monies collected will be made net of that portion of the Service Fees then due and owing to the Service Company pursuant to this Agreement, subject to the priority of payments in Section 4.3.

2. **Expense Reimbursement.** In addition to the Service Fees, the Professional Company will reimburse the Service Company for all operating expenses incurred by the Service Company for or on behalf of the Professional Company in connection with the provision of the Support Services; *provided that* such expenses are included in the Professional Company's budget for the applicable fiscal year (the "Budget") or are otherwise commercially reasonable in furtherance of the Professional Company's operations or the provision of the Support Services, including costs and expenses relating to the acquisition, lease, provision, maintenance and replacement of clinical office locations, clinical equipment, consumables and disposables, professional liability insurance, multiple employer benefit plans, professional dues and license fees, continuing education and similar costs and expenses for Clinical Professionals. Remittances to the Professional Company of monies collected will be made net of amounts for which the Service Company is then due to reimbursement from the Professional Company pursuant to this Agreement.

3. **Priority of Payments.** The Service Company will administer and disburse funds from the Operating Account in the following order of priority:

(a) first, to the payment of the Professional Company's direct expenses, including Clinical Professional compensation and associated payroll taxes and withholdings,

(b) second, to the reimbursement of all expenses incurred by the Service Company on behalf of or for the benefit of the Professional Company,

(c) third, to the owners of the Professional Corporation in an amount equal to that described on Exhibit C hereto, the "Physician Guaranteed Payment."

(d) fourth, to the payment of the Service Fees, and

(e) fifth, to the repayment of any amounts owing under the Deficit Funding Loan Agreement.

Any funds remaining in the Operating Account after satisfaction of the above obligations will remain in the Operating Account as property of the Professional Company and transferred to the Professional Corporation as described in Section 4.6 below. .

4. **Failure to Pay.** The Professional Company's failure to pay any portion of the Service Fees or reimbursable expenses when due and failure to cure such breach within 45 calendar days after receiving written notice from the Service Company describing in reasonable detail the nature of the breach will be considered a material breach of this Agreement.

5. **Deficit Funding Loan Agreement.** If the Professional Company does not have sufficient cash to pay its liabilities and financial obligations (including any portion of the Service Fees or reimbursable expenses owed to the Service Company hereunder), then the Professional Company may request and the Service Company may, in its discretion, loan to the Professional Company funds to enable the Professional Company to pay its liabilities and meet its financial obligations ("Advances"). Funded Advances will be added to the amounts owed by the Professional Company to the Service Company pursuant to that certain Deficit Funding Loan Agreement of even date herewith ("Deficit Funding Loan Agreement") and will bear interest as set forth in the Deficit Funding Loan Agreement. The Professional Company will repay funded Advances in accordance with the terms of the Deficit Funding Loan Agreement.

6. **Professional Company Profits**. For each calendar year during the Term, if the Professional Company's net revenue for such calendar year exceeds the sum of the Professional Company's expenses for such calendar year, tax distributions made during such calendar year (if applicable) and the Service Fees and expense reimbursements payable under this Agreement for such calendar year, then the Parties will hold 95% of such profit in the Operating Account until the end of the fifteenth full calendar month after the end of such calendar year to ensure that funds are available to pay future Professional Company expenses and amounts payable under this Agreement.

ARTICLE IX.
TERM AND TERMINATION

1. **Initial Term; Automatic Renewals.** The initial term of this Agreement begins on the date of this Agreement and ends on the tenth (10^{th}) anniversary of the date of this Agreement, subject to earlier termination in accordance with Section 5.2 (the "Initial Term" and, together with all Renewal Terms, the "Term"). After the Initial Term, this Agreement will automatically renew for successive five-year terms (each a "Renewal Term") unless (i) either Party delivers written notice to the other Party of its intent not to renew this Agreement at least 180 calendar days before the end of the Term or (ii) this Agreement is otherwise terminated in accordance with Section 5.2.

2. **Termination.** This Agreement may be terminated during the Term:

(a) by mutual agreement of the Parties,

(b) by the Professional Company with written notice to the Service Company **(i)** in the event of the Service Company's gross negligence, fraud or illegal acts in the performance of its duties under this Agreement, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction or (ii) if the Service Company materially breaches any material term of this Agreement and fails to cure such breach within 45 calendar days after receiving written notice from the Professional Company describing in reasonable detail the nature of the breach, or

(c) by the Service Company immediately and without notice if (i) the Professional Company breaches this Agreement and fails to cure such breach within 45 calendar days after receiving written notice from the Service Company describing in reasonable detail the nature of the breach or (ii) the Professional Company admits in writing its inability to pay its debts

generally when due, applies for or consents to the appointment of a trustee, receiver or liquidator of all or substantially all of its assets, files a petition in voluntary bankruptcy or makes an assignment for the benefit of creditors, or otherwise, voluntarily or involuntarily, takes or suffers action taken under any applicable Law for the benefit of debtors, except for the filing of a petition in involuntary bankruptcy against the Professional Company that is dismissed within 60 calendar days thereafter.

3. Effect of Expiration or Termination.

(a) The expiration or termination of this Agreement in accordance with Section 5.2 will automatically relieve and release each Party from the executory portion of such Party's obligations under this Agreement; *provided, however, that* all obligations expressly extended beyond the Term by the terms of this Agreement will survive the expiration or termination of this Agreement.

(b) After the expiration or termination of this Agreement, to effect an orderly wind up of the contractual relationship between the Parties:

(i) the Professional Company will pay to the Service Company promptly (but in any event within 10 calendar days) all Service Fees earned or accrued under this Agreement through the termination date, reimburse all reimbursable expenses incurred before the termination date and repay all Advances funded before the termination date,

(ii) the Professional Company will cooperate with the Service Company to surrender and deliver promptly and orderly each practice facility to the Service Company, together with all improvements, equipment, furnishings and other assets and property therein provided or made available by Service Company, in the same order and condition as when received (ordinary wear and tear excepted),

(iii) until the end of the sixth full calendar month after the expiration or termination of this Agreement, the Parties will cooperate in good faith to ensure the appropriate billing and collections for goods and services rendered by the Clinical Professionals before the expiration or termination of this Agreement, with all such billings and collections and the use of proceeds therefrom to be processed and maintained by the Service Company in accordance with Section 2.2 and Section 2.3,

(iv) the Professional Company will, and will cause its Affiliates, directors, limited liability company managers, managing partners, officers, equity holders, employees, agents, successors and permitted assigns to, immediately cease using the Intellectual Property and either return to the Service Company or destroy, delete or erase all written, electronic or other tangible forms of Confidential Information as required under Section 6.2 promptly (but in any event within 10 calendar days) after the expiration or termination of this Agreement,

(c) Subject to applicable Law (including HIPAA), the Service Company will provide the Professional Company with access, at reasonable times and upon reasonable request, to the patient records of the Professional Company that are in the Service Company's possession until the expiration of the applicable statute of limitations for any claim that may be asserted against the Service Company arising from its provision of Support Services during the Term or the professional clinical operations of the Professional Company during the Term. To the extent permitted by applicable Law (including HIPAA), the Service Company may copy and retain such records of the Professional Company and use such copies for its own business purposes. If

patient records are maintained electronically on systems owned, maintained or controlled by the Service Company and the Professional Company is required by applicable Law to maintain copies of such records, then the Service Company will provide access, at reasonable times and upon reasonable prior written request, to the Professional Company so that the Professional Company may copy such records at the Professional Company's sole cost and expense.

ARTICLE X.
PROFESSIONAL COMPANY RESTRICTIVE COVENANTS

1. **Restrictive Covenants.** In the course of receiving the Support Services, the Professional Company will have access to the most sensitive and valuable trade secrets, proprietary information and other confidential information, including management reports, marketing studies, marketing plans, business plans, financial statements, feasibility studies, financial, accounting and statistical data, price and cost information, customer lists, contracts, policies and procedures, internal memoranda, reports and other materials or records of a proprietary or confidential nature (collectively, "Confidential Information") of the Service Company, which constitute valuable business assets of the Service Company and its Affiliates, and the use, application or disclosure of such Confidential Information will cause substantial and possibly irreparable damage to the business and asset value of the Service Company. Therefore, as an inducement for the Service Company to enter into this Agreement and to protect the Confidential Information and other business interests of the Service Company, the Professional Company agrees to be bound by the restrictive covenants contained in this Article VI.

2. Confidentiality.

(a) The Professional Company will keep confidential and not disclose to any other Person or use for its own benefit or the benefit of any other Person the terms of this Agreement and all Confidential Information; *provided that* the Professional Company may disclose the terms of this Agreement and Confidential Information (i) to the Professional Company's attorneys, accountants and other advisors who are advising them with respect to this Agreement, but only for legitimate business purposes related to the negotiation and performance of this Agreement and with a covenant from those Persons to keep such information confidential in accordance with this Section 6.2(a) and (ii) to the extent that disclosure is required by applicable Law or Order; *provided that* as soon as reasonably practicable before such disclosure, the Professional Company gives the Service Company prompt written notice of such disclosure to enable the Service Company to seek a protective order or otherwise preserve the confidentiality of such information.

(b) Promptly after the expiration or termination of this Agreement, the Professional Company will either return to the Service Company or destroy, delete or erase (with written certification of such destruction, deletion or erasure provided to the Service Company by the Professional Company) all written, electronic or other tangible forms of Confidential Information. After the expiration or termination of this Agreement, the Professional Company will not, and will cause its Affiliates, directors, limited liability company managers, managing partners, officers, equity holders, employees, agents, successors and permitted assigns not to, retain any copies, summaries, analyses, compilations, reports, extracts or other materials containing or derived from any Confidential Information, except to the extent required by applicable Law. Such return, destruction, deletion or erasure notwithstanding, all oral Confidential Information and the information embodied in all written Confidential Information will continue to be held confidential pursuant to the terms of this Section 6.2.

3. **Covenant Not to Compete.** During the Restricted Period, the Professional Company will not, directly or indirectly, own, manage, operate, join, control, finance or participate in, or participate in the ownership, management, operation, control or financing of, or be connected as an owner, investor, partner, joint venturer, director, limited liability company manager, managing partner, officer, employee, independent contractor, consultant or other agent of, any Person or enterprise that provides any professional practice support services similar to the Support Services anywhere in or with respect to the Restricted Territory. Nothing in this Section 6.3 prohibits the Professional Company or the Clinical Professionals from providing professional clinical services.

4. **Covenant Not to Solicit.** During the Restricted Period, the Professional Company will not, directly or indirectly:

(a) solicit or induce or attempt to solicit or induce (including by recruiting, interviewing or identifying or targeting as a candidate for recruitment) any member of the board of directors or equivalent governing body, officer or personnel (whether engaged as an employee or independent contractor) of the Service Company who is acting in such capacity or acted in such capacity at any time within the 12-month period immediately preceding the date of such solicitation, inducement or attempt (a "Protected Person") to terminate, restrict or hinder such Protected Person's association with any Company Group entity or interfere in any way with the relationship between such Protected Person and Service Company; *provided, however, that* after the termination or expiration of this Agreement, general solicitations published in a journal, newspaper or other publication or posted on an internet job site and not specifically directed toward Protected Persons will not constitute a breach of the covenants in this Section 6.4(a),

(b) hire or otherwise retain the services of any Protected Person as equity holder, director, limited liability company manager, managing partner, officer, employee, independent contractor, licensee, consultant, advisor, agent or in any other capacity, or attempt or assist anyone else to do so, or

(c) interfere with the relationship between any Company Group entity, unless at the direction of Professional Company, and any referral source, supplier, vendor, lessor, lessee, dealer, distributor, licensor, licensee, equity holder, lender, joint venturer, consultant, agent or any other Person having a business relationship with any Company Group entity, or attempt or assist anyone else to do so.

5. **Non-Disparagement.** After the date of this Agreement, neither Party will, directly or indirectly, make any disparaging, derogatory, negative or knowingly false statement about the other Party or any Company Group entity or any of their respective directors, limited liability company managers, managing partners, officers, equity holders, employees, agents (including the Service Company Representative), successors and permitted assigns, or any of their respective businesses, operations, financial condition or prospects, except as required by applicable Law or Order or in the course of filing a charge with a government agency or participating in its investigation.

6. **Scope of Covenants; Equitable Relief.** The Professional Company acknowledges and agrees that (a) the restrictive covenants contained in this Article VI and the territorial, time, activity and other limitations set forth herein are commercially reasonable and do not impose a greater restraint than is necessary to protect the goodwill and legitimate business interests of the Company Group and its businesses, (b) any breach of the restrictive covenants in this Article VI will cause irreparable injury to the Company Group and actual damages may be

difficult to ascertain and would be inadequate, and (c) if any breach of any such covenant occurs, then the Service Company will be entitled to injunctive relief in addition to such other legal and equitable remedies that may be available (without the requirement to post bond or other security).

7. **Equitable Tolling.** If the Professional Company breaches any covenant in this Article VI, then the duration of such covenant will be tolled for a period of time equal to the time of such breach.

ARTICLE XI.
SERVICE COMPANY RESTRICTIVE COVENANTS

1. **Restrictive Covenants.** In the course of providing the Support Services, the Services Company will have access to Professional Company's Confidential Information (as defined above), which constitute valuable business assets of the Professional Company and its Affiliates, and the use, application or disclosure of such Confidential Information will cause substantial and possibly irreparable damage to the business and asset value of the Professional Company. Therefore, as an inducement for the Service Company to enter into this Agreement and to protect the Confidential Information and other business interests of the Professional Company, the Service Company agrees to be bound by the restrictive covenants contained in this Article VII.

2. Confidentiality.

(a) The Service Company will keep confidential and not disclose to any other Person or use for its own benefit or the benefit of any other Person the terms of this Agreement and all Confidential Information; *provided that* the Service Company may disclose the terms of this Agreement and Confidential Information (i) to the Service Company's attorneys, accountants and other advisors who are advising them with respect to this Agreement, but only for legitimate business purposes related to the negotiation and performance of this Agreement and with a covenant from those Persons to keep such information confidential in accordance with this Section 6.2(a) and (ii) to the extent that disclosure is required by applicable Law or Order; *provided that* as soon as reasonably practicable before such disclosure, the Service Company gives the Professional Company prompt written notice of such disclosure to enable the Professional Company to seek a protective order or otherwise preserve the confidentiality of such information.

(b) Promptly after the expiration or termination of this Agreement, the Service Company will either return to the Professional Company or destroy, delete or erase (with written certification of such destruction, deletion or erasure provided to the Professional Company by the Service Company) all written, electronic or other tangible forms of Confidential Information. After the expiration or termination of this Agreement, the Service Company will not, and will cause its Affiliates, directors, limited liability company managers, managing partners, officers, equity holders, employees, agents, successors and permitted assigns not to, retain any copies, summaries, analyses, compilations, reports, extracts or other materials containing or derived from any Confidential Information, except to the extent required by applicable Law. Such return, destruction, deletion or erasure notwithstanding, all oral Confidential Information and the information embodied in all written Confidential Information will continue to be held confidential pursuant to the terms of this Section 7.2.

3. **Covenant Not to Compete.** During the Restricted Period, the Service Company will not, directly or indirectly, own, manage, operate, join, control, finance or participate in, or participate in the ownership, management, operation, control or financing of, or be connected as

an owner, investor, partner, joint venturer, director, limited liability company manager, managing partner, officer, employee, independent contractor, consultant or other agent of, any Person or enterprise that provides any professional services similar to the medical services provided by the Practice anywhere in or with respect to the Restricted Territory.

4. **Covenant Not to Solicit.** During the Restricted Period, the Service Company will not, directly or indirectly:

(a) solicit or induce or attempt to solicit or induce (including by recruiting, interviewing or identifying or targeting as a candidate for recruitment) any member of the board of directors or equivalent governing body, officer or personnel (whether engaged as an employee or independent contractor) of the Professional Company who is acting in such capacity or acted in such capacity at any time within the 12-month period immediately preceding the date of such solicitation, inducement or attempt (a "Professional Protected Person") to terminate, restrict or hinder such Professional Protected Person's association Professional Company or interfere in any way with the relationship between such Professional Protected Person and any Professional Company; *provided, however, that* after the termination or expiration of this Agreement, general solicitations published in a journal, newspaper or other publication or posted on an internet job site and not specifically directed toward Protected Persons will not constitute a breach of the covenants in this Section 6.4(a),

(b) hire or otherwise retain the services of any Professional Protected Person as equity holder, director, limited liability company manager, managing partner, officer, employee, independent contractor, licensee, consultant, advisor, agent or in any other capacity, or attempt or assist anyone else to do so, or

(c) interfere with the relationship between Professional Company and any Company Group entity, unless at the direction of Professional Company, and any referral source, supplier, vendor, lessor, lessee, dealer, distributor, licensor, licensee, equity holder, lender, joint venturer, consultant, agent or any other Person having a business relationship with any Company Group entity, or attempt or assist anyone else to do so.

5. **Scope of Covenants; Equitable Relief.** The Service Company acknowledges and agrees that (a) the restrictive covenants contained in this Article VII and the territorial, time, activity and other limitations set forth herein are commercially reasonable and do not impose a greater restraint than is necessary to protect the goodwill and legitimate business interests of the Professional Company and its businesses, (b) any breach of the restrictive covenants in this Article VII will cause irreparable injury to the Professional Company and actual damages may be difficult to ascertain and would be inadequate, and (c) if any breach of any such covenant occurs, then the Professional Company will be entitled to injunctive relief in addition to such other legal and equitable remedies that may be available (without the requirement to post bond or other security).

6. **Equitable Tolling.** If the Service Company breaches any covenant in this Article VII then the duration of such covenant will be tolled for a period of time equal to the time of such breach

ARTICLE XII.
INDEMNIFICATION AGAINST PROFESSIONAL LIABILITIES AND LEGAL EXPENSE COST SHARING

1. **Indemnification by Professional Company.** The Professional Company will indemnify and hold harmless the Service Company, its Affiliates and their respective directors, limited liability company managers, managing partners, officers, equity holders, employees, agents (including the Service Company Representative), successors and permitted assigns (collectively, the "Service Company Indemnified Parties") from and against all losses, liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, fines, penalties, damages, costs and expenses (including reasonable attorneys', accountants', investigators' and experts' fees and expenses) incurred in connection with the defense or investigation of any claim sustained or incurred by any Service Company Indemnified Party arising from or related to the medical services provided by the Practice or any breach of this Agreement by the Professional Company.

2. **Indemnification by Service Company.** The Service Company will indemnify and hold harmless the Professional Company, its Affiliates and their respective directors, limited liability company managers, managing partners, officers, equity holders, employees, agents (including the Service Company Representative), successors and permitted assigns (collectively, the "Professional Company Indemnified Parties") from and against all losses, liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, fines, penalties, damages, costs and expenses (including reasonable attorneys', accountants', investigators' and experts' fees and expenses) incurred in connection with the defense or investigation of any claim sustained or incurred by any Professional Company Indemnified Party arising from or related to the provision of Support Services or any breach of this Agreement by the Service Company or any of its personnel (whether employees or independent contractors).

3. **Cooperation and Settlement.** The Professional Company and the Service Company will coordinate the defense and settlement of actions in which they are named. To the extent consistent with insurance policies, neither the Professional Company nor the Service Company will settle an action in which both are named, unless the both Professional Company and Service Company agree to the terms and conditions of the settlement.

4. **Advancement of Expenses.** During the pendency of any suit, action or proceeding with respect to which either the Service Company or the Professional Company is entitled to indemnification under this Article VIII, the indemnifying Party will pay or reimburse the indemnified Party for reasonable defense expenses incurred in advance of final disposition of such suit, action or proceeding. If the indemnified Party ultimately is not entitled to indemnification under this Article VII, then the indemnified Party will promptly repay to the indemnifying Party the full amount of all such expenses paid or reimbursed by such indemnifying Party.

5. **Other Remedies.** The provisions of this Article VIII are in addition to, and not in derogation of, any statutory, equitable or common law remedies that the Service Company may have with respect to this Agreement or the subject matter of this Agreement.

6. **Legal Cost Sharing for Certain Regulatory Matters.** If, in connection with regulatory matters, e.g., prohibition on the corporate practice of medicine or Anti- Kickback rules whether statutory or common law, either Party (1) is the subject of investigation by the _____ _____Medical Board, the _____Attorney General, or any other_____ _____ governmental agency or federal governmental agency or (2) is called to appear in any legal proceeding, including administrative proceedings, in front of the_____ _____Medical Board or any state or federal governmental agency, the Parties agree to share

the cost of any legal fees related to such equally, such that each Party will pay to the subject Party an amount equal to one-half of the legal costs related to such investigation or appearance, on demand. Failure to pay such amounts, within thirty (30) days of providing notice to the other Party will constitute a material breach of this Agreement.

ARTICLE XIII.
DEFINITIONS

"Advances" is defined in Section 4.5.

"Affiliate" means, with respect to a particular Person, (i) any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, (ii) any of such Person's spouse, siblings (by law or marriage), ancestors and descendants and (iii) any trust for the primary benefit of such Person or any of the foregoing. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities or equity interests, by contract or otherwise.

"Agreement" is defined in the preamble to this Agreement. "Authorized Signatories" is defined in Section 2.3(c). "Budget" is defined in Section 4.2.

"Business Day" means a day that is not a Saturday, Sunday or legal holiday on which banks are authorized or required to be closed in New York, New York.

"Clinical Professional Staffing Levels" is defined in Section 3.4(a). "Clinical Professionals" is defined in Recital A.

"Clinical Support Personnel" is defined in Section 2.5.

"Company Group" means the Service Company and its Affiliates, including the Professional Company and the other professional practice groups to which the Service Company provides non-professional management, administrative, advisory and back office services.

"Confidential Information" is defined in Section 6.1.

"Deficit Funding Loan Agreement" is defined in Section 4.5. "Employment Agreement" is defined in Section 3.5(a).

"Federal Health Care Program" means any "*federal health care program*" as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, state Medicaid programs, state CHIP programs, TRICARE and similar or successor programs with or for the benefit of any government authority.

"HIPAA" means the U.S. Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. Section 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. Section 17921 et seq.) and all implementing regulations in effect.

"Independent Contractor Agreement" is defined in Section 3.5(b). "Initial Term" is defined in Section 5.1.

"Intellectual Property" is defined in Section 2.4.

"Law" means any federal, state, local, municipal, foreign, international, multinational or other constitution, statute, law, rule, regulation, ordinance, code, principle of common law or treaty.

Lockbox Account" is defined in Section 2.3(a). "Operating Account" is defined in Section 2.3(a).

"Order" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any government authority or arbitrator.

"Parties" is defined in the preamble to this Agreement.

"Person" means any natural individual, corporation, partnership, limited liability company, joint venture, association, bank, trust company, trust or other entity, whether or not legal entities, or any government entity, agency or political subdivision.

"Practice" is defined in Recital A.

"Professional Company" is defined in the preamble to this Agreement. "Professional Company Indemnified Parties" is defined in Section 8.2 "Protected Person" is defined in Section 6.4(a).

"Renewal Term" is defined in Section 5.1.

"Restricted Period" means the shorter of (i) the period from the date of this Agreement until the second anniversary of the termination of this Agreement or (ii) the longest time period after the date of this Agreement that is permitted by applicable Law if two years after the termination of this Agreement is not permitted.

"Restricted Territory" means anywhere within 3 miles of the location at which the Support Services are rendered pursuant to this Agreement.

"Service Company" is defined in the preamble to this Agreement. "Service Company Indemnified Parties" is defined in Section 8.1. "Service Company Representative" is defined in Section 3.1. "Service Fees" is defined in Section 4.1.

"Support Services" is defined in Section2.1(a). "Term" is defined in Section 5.1.

GENERAL PROVISIONS

1. **Professional Practice.** Nothing in this Agreement will be interpreted as prohibiting the Professional Company or any Clinical Professional from (a) obtaining or maintaining membership on the medical staff of any hospital or health care provider, (b) obtaining or maintaining clinical privileges at any hospital or health care provider or (c) referring patients to any hospital or health care provider.

2. **Force Majeure.** Neither Party will be liable for any failure or inability to perform, or delay in performing, such Party's obligations under this Agreement if such failure, inability or delay arises from an extraordinary cause beyond the reasonable control of the non-performing Party; *provided that* such Party diligently and in good faith attempts to cure such non-performance as promptly as practicable.

3. **Notices.** All notices and other communications required or permitted under this Agreement (a) must be in writing, (b) will be duly given (i) when delivered personally to the recipient or sent to the recipient by facsimile (with delivery confirmation retained) or (ii) one Business Day after being sent to the recipient by nationally recognized overnight private carrier (charges prepaid) and (c) addressed as follows (as applicable):

If to the Professional Company:	If to the Service Company:
_____	_____
_____	_____
_____	_____
_____	_____

or to such other respective address as each Party may designate by notice given in accordance with this Section 9.3.

4. **Entire Agreement.** This Agreement constitutes the complete agreement and understanding among the Parties regarding the subject matter of this Agreement and supersedes any prior understandings, agreements or representations regarding the subject matter of this Agreement.

5. **Amendments.** The Parties may amend this Agreement only pursuant to a written agreement executed by the Parties.

6. **Non-Waiver.** The Parties' respective rights and remedies under this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. No waiver given will be applicable except in the specific instance for which it was given. No notice to or demand on a Party will constitute a waiver of any obligation of such Party or the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

7. **Assignment.** The Parties may not assign this Agreement or any rights under this Agreement, or delegate any duties under this Agreement, without the prior written consent of the Service Company and the Professional Company; *provided, however, that* the Service Company may freely assign this Agreement or any rights under this Agreement, or delegate any duties under this Agreement without the Professional Company's consent (a) to another Company Group entity, (b) as a collateral assignment to the Service Company's lenders or (c) to any Person (i) into which the Service Company merges or consolidates, (ii) acquiring all or substantially all of the Service Company's assets, or (iii) acquiring control of the Service Company by equity or membership interest purchase.

8. **Binding Effect; Benefit.** This Agreement will inure to the benefit of and bind the Parties and their respective successors and permitted assigns. Nothing in this Agreement,

express or implied, may be construed to give any Person other than the Parties and their respective successors and permitted assigns any right, remedy, claim, obligation or liability arising from or related to this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns.

9. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. If any court of competent jurisdiction holds the geographic or temporal scope of any restrictive covenant contained in Article VI invalid or unenforceable, then such restrictive covenant will be construed as a series of parallel restrictive covenants and the geographic or temporal scope of each such restrictive covenant will be deemed modified (including by application of any "blue pencil" doctrine under applicable Law) to the minimum extent necessary to render such restrictive covenant valid and enforceable.

10. **Changes in Law.** If any change in applicable Law occurs that does or is reasonably likely to affect adversely the manner in which any Party may perform or be compensated for its services under this Agreement or render this Agreement unlawful or illegal, then the Parties will cooperate in good faith with advice from knowledgeable legal counsel to amend this Agreement as necessary to comply with such change in applicable Law while preserving as closely as possible the economic arrangements and other terms of this Agreement in effect before such change in applicable Law.

11. **References.** The headings of Sections are provided for convenience only and will not affect the construction or interpretation of this Agreement. Unless otherwise provided, references to "Section(s)" and "Exhibit(s)" refer to the corresponding section(s) and exhibit(s) of this Agreement. Each Exhibit is hereby incorporated into this Agreement by reference. Reference to a statute refers to the statute, any amendments or successor legislation and all rules and regulations promulgated under or implementing the statute, as in effect at the relevant time. Reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date.

12. **Construction.** Each Party participated in the negotiation and drafting of this Agreement, assisted by such legal and tax counsel as it desired, and contributed to its revisions. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause.

13. **Governing Law.** THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF _____, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

14. **Arbitration.** Except as expressly provided below in this Section 9.14, all controversies, claims and disputes arising from or relating to this Agreement will be resolved by final and binding arbitration before a single neutral arbitrator located in Houston, Texas, conducted under the applicable rules of the American Arbitration Association. The arbitrator's

award will be final and binding upon the Parties and judgment may be entered on the award. Each Party expressly waives its right to have any controversies, claims or dispute arising from or related to this Agreement decided by a court or jury. Nothing in this Section 9.14 will prohibit or prevent either Party from seeking or obtaining injunctive or other equitable relief in court to enforce the restrictive covenants in Article VI or any other agreement between the Parties. The Parties and the arbitrator will maintain in confidence the existence of the arbitration proceeding, all materials filed in conjunction therewith and the substance of the underlying dispute unless and then only to the extent that disclosure is otherwise required by applicable Law.

15. **Waiver of Trial by Jury.** EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH ANY MATTER RELATING TO THIS AGREEMENT.

16. **Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same agreement. The Parties may deliver executed signature pages to this Agreement by facsimile or e-mail transmission. No Party may raise as a defense to the formation or enforceability of this Agreement (and each Party forever waives any such defense) any argument based on either (a) the use of a facsimile or email transmission to deliver a signature or (b) the fact that any signature was signed and subsequently transmitted by facsimile or email transmission.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The Parties sign this Agreement as of the date first written above.

THE PROFESSIONAL COMPANY: _____

By: _____
Name: _____, MD
Title: _____

THE SERVICE COMPANY: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
SUPPORT SERVICES

The Service Company will provide the Support Services in consultation with the Professional Company and at the Professional Company's ultimate direction and discretion. The Support Services include the following:

6. The Service Company will provide or obtain for the Professional Company the following administrative and managerial services:
7. maintenance of a contract database (including for each contract, the name of the contract, the names of the contracting parties, the date of the contract, the date on which the contract expires and the dates by which notice of non-renewal must be given),
8. maintenance of all filings, licenses, permits, notices and other approvals required of the Professional Company under applicable Laws and Orders for the operation of the Practice,
9. regulatory compliance counseling and oversight of audits, investigations and accreditation processes,
10. risk management and education,
11. professional liability and other insurance consulting, and
12. assistance in responding to demands for payment, allegations of liability and lawsuits.
13. The Service Company will provide or obtain for the Professional Company the following financial services:
14. general accounting services and maintenance of accounting books,
15. preparation of monthly (or quarterly) and annual profit and loss statements, income statements and other financial statements,
16. preparation and processing of client invoices, receivables and payables and the management of receipts,
17. assistance in the handling and preparation of payroll and payroll tax-related statements and documents (including completion of K-1, W-2 and 1099 forms),
18. preparation of tax returns and other tax filings for the Professional Company and its equity holders, as necessary,
19. processing of expense accounts for the Professional Company's employees (including IRS compliance and related services),
20. assistance with cash management, bank reconciliation and banking relations (including establishing bank accounts for the sole use and benefit of the Professional Company),
21. management of the lockbox and deposit functions,
22. assistance with Budget preparation and services, and
23. assistance with the administration of employee bonus plans.
24. The Service Company will provide all administrative personnel reasonably necessary to manage the business and administrative aspects of the Practice and manage, in consultation with the Professional Company, all decisions regarding work assignments, scheduling, hiring, firing and disciplining of administrative personnel and determinations of compensation levels and other terms of employment or engagement for all administrative personnel (including determinations of salaries, wages, bonuses, fringe benefits, retirement benefits and health, disability and workers' compensation insurance).
25. The Service Company will provide or obtain for the Professional Company the following human resources services:
26. development, administration and provision of guidance regarding employment policies and procedures,

27. preparation of employment and professional services agreements for employees and independent contractors,

28. background checks and verification,

29. assistance with the preparation of new personnel welcome packets,

30. orientation, fob, database entry and computer access to new personnel,

31. benefit enrollment, administration and process Support Services,

32. implementation of workers compensation, equal employment opportunity and other employment-related regulatory requirements,

33. coordination of the Professional Company site administrative assistants,

34. provision of software education services,

35. maintenance of a clinical personnel database, and

36. assistance with the development and production of printed communications intended for clinical personnel.

37. The Service Company will provide or obtain for the Professional Company the following information Support Services:

38. management, maintenance and administration of hardware/software programs, databases and interfaces,

39. communications resources and internet client connections,

40. management of information technology service connections, security and connectivity maintenance,

41. management of outside hardware and software vendor maintenance,

42. planning and evaluation of new technology,

43. design, management and integration of web sites,

44. access to document copying and scanning interfaces,

45. emergency power and database back-up, and

46. development and production of printed materials for external marketing purposes.

47. The Service Company will provide or obtain for the Professional Company the following collection services for the Professional Company's patient accounts **("Patients Accounts"):**

48. receipt, crediting, depositing and recording payment of invoices for professional services into the Professional Company's bank accounts in accordance with the Service Company's procedures, and

49. negotiate compromises and settlements of Patient Accounts with patients or other responsible parties.

50. The Service Company will provide or obtain for the Professional Company the following billing services:

51. review of incoming patient care forms to verify the accuracy and completeness of information required for billing purposes,

52. editing the Professional Company's patient care and charge collection forms as necessary to ensure that the Professional Company collects information necessary to submit claims for professional services,

53. review, as appropriate, of the coding submitted by Clinical Professionals for purposes of billing, consistent with applicable Laws, the billing and coding requirements under any contracts to which Professional Company is a party,

54. preparation and submission to patients and other persons responsible for payment for professional services of the Clinical Professionals, all patient invoices and payments for the professional services in the name and under the provider number of the Professional Company engaging the applicable Clinical Professional or the provider number of the Clinical Professional rendering or supervising the professional service,

55. issuing, with respect to patient invoices, monthly invoices before instituting collection procedures, the last of which will incorporate an overdue, pre-collection notice,

56. reference of any unpaid patient account to debt collection agencies (which may, but need not be, affiliates of the Service Company), with all necessary supporting documentation, or to a collection attorney (whose services would be provided at an additional cost not included in the Service Fees),

57. receipt and response to telephone communications and written or electronic correspondence received from patients with reference to invoices,

58. ensure corrections, adjustments, and collections of any payments with any payor, if such procedures are permissible,

59. monitor status of disputed payments and provide resolution, when possible, of outstanding billing events,

60. receipt, crediting, depositing and recording payment of invoices and claims for professional services into the Professional Company's bank accounts in accordance with the Service Company's procedures,

61. reconciliation of all bank deposits and deposit records,

62. review of accounts receivable of the Professional Company to determine the status of patient accounts (i.e., current or delinquent), adjustment of account balances for partial payments received during the preceding month and correction of entries when required,

63. process, issuance, mailing and recording of checks or electronic funds transfers for refunds due on patient accounts,

64. maintenance of clinical fee schedule entries and creation and maintenance of clinical fee schedules in the Service Company's practice management system; *provided, however, that* the Professional Company will retain the sole discretion to establish all fee schedule amounts to the extent required by applicable law,

65. administration of database/payor interfaces, maintenance of patient account history, and interaction with the Payors for resolution of accounts

66. accounts receivable write off processing, administration of patient public relations and complaint processes (including account review, appeal and adjustment of patient balances),

67. Clinical Professional documentation and coding guidance upon the reasonable request of the Professional Company or in response to changes to applicable Laws,

68. billing, coding and compliance education to newly-hired Clinical Professionals and conduct of follow-up chart audits and reviews of patient documentation for such Clinical Professionals consistent with past practice,

69. conduct of Clinical Professional chart audits when the Service Company has evidence of non-compliance with applicable coding, documentation or billing Laws or when reasonably requested by the Professional Company, and

70. The Service Company will assist the Professional Company in administering its relationships with Clinical Professionals, including consulting with the Professional Company as to performance standards, reviewing and proposing changes to the Professional Company's standard employment and independent contractor agreements, participating in deliberations as to appropriate Clinical Professional Staffing Levels, reviewing staffing and coverage schedules, and, in consultation with the Professional Company, recruiting additional Clinical Professionals. The Service Company will recommend Clinical Professional compensation models and consult with the Professional Company in determining Clinical Professional base and incentive compensation.

71. The Service Company, on behalf of the Professional Company and/or individual Clinical Professionals, as appropriate, will negotiate all agreements between the Professional Company and/or such Clinical Professionals and third-parties for the provision of professional services that may be necessary or appropriate for the proper and efficient operation of the Practice.

72. The Service Company, on behalf of the Professional Company, will negotiate all agreements between the Professional Company and patients and other commercial counterparties to the extent permitted by applicable Law.

73. The Service Company, on behalf of the Professional Company, will negotiate and arrange for all clinical and administrative office space, with all leases and other office arrangements executed and delivered by the Service Company in its or the Professional Company's name, and guaranteed by the Service Company or an affiliate of Service Company, unless otherwise required by applicable Law.

74. The Service Company, on behalf of the Professional Company, will acquire for the benefit of the Professional Company all leasehold improvements and furniture, fixtures and equipment reasonably necessary for the operation of the Practice and repair, maintain and replace such furniture, fixtures and equipment as reasonably necessary. Title to the Equipment and other capital assets acquired by the Service Company for the benefit of the Practice will be in the name of the Service Company, unless otherwise required by applicable Law or otherwise agreed to with the Professional Company.

75. The Service Company will purchase and maintain, on behalf of the Professional Company, all insurance policies reasonable and customary for enterprises engaged in the Practice, professional liability insurance for the Professional Company and the Clinical Professionals, comprehensive general liability insurance, extended coverage insurance and workers' compensation insurance), naming the Professional Company and the Clinical Professionals as named insureds and the Service Company as an additional insured under all such policies.

76. The Service Company will purchase, for the account of the Professional Company, all support services reasonably required for the day-to-day operation of the Practice (including all utilities, laundry, janitorial and cleaning, security, printing, postage, coping, telephone and internet services) and all supplies that are reasonably necessary for the day-to-day operation of the Practice.

77. The Service Company will provide or make recommendations to the Professional Company regarding the acquisition of all clinical equipment, instruments, fixtures, office equipment, telephones, computers, office furniture and supplies that are necessary or appropriate for the proper and efficient operation of the Practice.

78. The Service Company will manage equipment installation, testing and maintenance for the Professional Company.

79. The Service Company will assist the Professional Company in obtaining insurance policies required or appropriate to protect the financial interest of the Professional Company and the Clinical Professionals and assist the Professional Company with establishing risk compliance, loss prevention and risk management functions.

80. The Service Company will provide additional legal management, financial management, human resource-related, billing and collection-related and information technology-related services at Professional Company's reasonable request and if necessary or appropriate for the proper management and administration of the Professional Company; provided, however, that the Professional Company will compensate the Service Company for the performance of such additional services at pre- determined, mutually-agreed-upon rates reflecting the fair market value of such additional services, all of which the Parties will set forth in a written amendment of this Agreement.

81. The Service Company will assist the Professional Company with purchasing advertising and marketing services for programs established by the Professional Company.

* * * * * * * * * * *

EXHIBIT B
BUSINESS ASSOCATION PROVISION

The Service Company will perform any Support Services involving Protected Health Information received from or created or received by the Service Company on behalf of the Professional Company ("PHI") in accordance with the following Business Associate Provisions.

82. General Provisions.

(a) **Effect.** To the extent that the Service Company receives PHI, the terms of this Exhibit C supersede all conflicting or inconsistent terms and provisions of this Agreement to the extent of such conflict or inconsistency.

(b) **Capitalized Terms.** Capitalized terms used in this Exhibit B without definition in this Agreement (including this Exhibit B) are defined in the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, HITECH (defined below) and their implementing regulations as amended from time-to-time (collectively, "HIPAA").

(c) **No Third Party Beneficiaries.** The Parties have not created and do not intend to create by this Agreement any third party rights (including third party rights for patients).

(d) **Amendments.** The Parties acknowledge that the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (collectively, "HITECH") impose additional requirements with respect to privacy, security and breach notification (collectively, the "HITECH BA Provisions"). A future HITECH BA Provision and any other future amendments to HIPAA affecting business associate agreements are hereby incorporated by reference into this Agreement as if set forth in this Agreement, effective on the date specified under HIPAA for such future HITECH BA Provision or other amendment.

83. Obligations of the Service Company.

(a) **Use and Disclosure of Protected Health Information.** The Service Company may use and disclose PHI as permitted or required under this Agreement (including this Exhibit B) or as Required by Law but may not otherwise use or disclose any PHI. The Service Company will not, and will assure that its employees, other agents and contractors do not use or disclose PHI in any manner that would constitute a violation of HIPAA if so used or disclosed by the Professional Company. To the extent that the Service Company is to carry out the Professional Company's obligations under the HIPAA Privacy Rule, the Service Company will comply with the requirements of the HIPAA Privacy Rule that apply to the Professional Company in the performance of such obligation. Without limiting the generality of the foregoing, the Service Company is permitted to use or disclose PHI as set forth below:

(i) The Service Company may use PHI internally for the Service Company's proper management and administration or to carry out its legal responsibilities.

(ii) The Service Company may disclose PHI to a third party for the Service Company's proper management and administration, *provided that* the disclosure is Required by Law or the Service Company obtains reasonable assurances from the third party to whom such PHI is to be disclosed that the third party will (A) protect the confidentiality of the PHI, (B) only use or further disclose the PHI as Required by Law or for the purpose for which the PHI

was disclosed to the third party and (C) notify the Service Company of any instances of which such third-party is aware in which the confidentiality of the PHI has been breached.

(iii) The Service Company may use PHI to provide Data Aggregation services relating to the Health Care Operations of the Professional Company if required or permitted under this Agreement.

(iv) The Service Company may de-identify PHI consistent with applicable HIPAA requirements.

(b) **Safeguards.** The Service Company will use appropriate safeguards and comply with the HIPAA Security Rule, where applicable, to prevent the use or disclosure of PHI other than as permitted or required by this Exhibit C. The Service Company will implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Professional Company.

(c) **Minimum Necessary Standard.** To the extent required by the "minimum necessary" requirements of HIPAA, the Service Company will only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

(d) **Mitigation.** The Service Company will take reasonable steps to mitigate, to the extent practicable, any harmful effect (that is known to the Service Company) of a use or disclosure of PHI by the Service Company in violation of this Exhibit C.

(e) **Trading Partner Agreement.** The Service Company will not (i) change the definition, Data Condition or use of a Data Element or Segment in a Standard (ii) add any Data Elements or Segments to the maximum defined Data Set, (iii) use any code or Data Elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s) or (iv) change the meaning or intent of the Standard's Implementation Specification(s).

(f) **Agreements by Third Parties.** The Service Company will obtain and maintain an agreement with each agent or subcontractor that has or will have access to PHI, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to the Service Company pursuant to this Agreement with respect to such PHI.

(g) **Reporting of Improper Disclosures of PHI.** If the Service Company discovers a (i) use or disclosure of PHI in violation of this Agreement by the Service Company or a third party to which the Service Company disclosed PHI, (ii) Successful Security Incident (as defined herein) or (iii) Breach of Unsecured PHI, then the Service Company will report the use or disclosure in accordance with HIPAA and applicable state privacy laws to the Professional Company without unreasonable delay and in any event within 60 calendar days after its discovery (or such earlier time frame as may be required under applicable state Law). "Successful Security Incident" means successful unauthorized access, use, disclosure, modification, or destruction of Electronic PHI or interference with system operations in an Information System in a manner that materially risks the Confidentiality, Integrity, or Availability of such PHI. Notice is hereby deemed provided, and no further notice will be provided, for unsuccessful attempts at such unauthorized access, use, disclosure, modification, or destruction, such as pings and other broadcast attacks

on a firewall, denial of service attacks, port scans, unsuccessful login attempts, or interception of encrypted information where the key is not compromised, or any combination of the above.

(h) **Access to Information.** Within 15 Business Days (or such earlier time frame as may be required under applicable state Law) after receipt of a request from the Professional Company for access to PHI about an Individual contained in any Designated Record Set of the Professional Company maintained by the Service Company, the Service Company will make available to the Professional Company such PHI for so long as the Service Company maintains such information in the Designated Record Set. If the Service Company receives a request for access to PHI directly from an Individual, then the Service Company will forward such request to the Professional Company within 10 Business Days (or such earlier time frame as may be required under applicable state Law).

(i) **Availability of PHI for Amendment.** Within 15 Business Days (or such earlier time frame as may be required under applicable state Law) after receipt of a request from the Professional Company for the amendment of an Individual's PHI contained in any Designated Record Set of the Professional Company maintained by the Service Company, the Service Company will provide such information to the Professional Company for amendment and incorporate any such amendments in the PHI (for so long as the Service Company maintain such information in the Designated Record Set) as required by 45 C.F.R. §164.526. If the Service Company receives a request for amendment to PHI directly from an Individual, then the Service Company will forward such request to the Professional Company within 10 Business Days.

(j) **Accounting of Disclosures.** Within 15 Business Days (or such earlier time frame as may be required under applicable state Law) after receipt of notice from the Professional Company stating that the Professional Company has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), the Service Company will make available to the Professional Company such information as is in the Service Company's possession and required for the Professional Company to make the accounting required by 45 C.F.R. §164.528.

(k) **Availability of Books and Records.** The Service Company will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining the Professional Company's and the Service Company's compliance with HIPAA.

84. Obligations of the Professional Company.

(a) **Permissible Requests.** The Professional Company will not request that the Service Company use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by the Professional Company.

(b) **Minimum Necessary Information.** The Professional Company represents that, to the extent that the Professional Company provides PHI to the Service Company, such information is the minimum necessary PHI for the accomplishment of the Service Company's purpose.

(c) **Consents/Authorizations.** The Professional Company represents that, to the extent that the Professional Company provides PHI to the Service Company, the Professional Company has obtained the consents, authorizations and other forms of legal permission required

under HIPAA and other applicable Law, including any necessary authorizations for the use of PHI for marketing purposes, if applicable.

85. Effect of Termination of this Agreement. Promptly after the expiration or termination of this Agreement, the Service Company will either return to the Professional Company or destroy all PHI then in the Service Company's possession; *provided, however, that* to the extent that the Service Company reasonably determines that the return or destruction of such PHI is not feasible, then the terms and provisions of this Exhibit C will survive the expiration or termination of this Agreement and such PHI may be used or disclosed only for the purposes that prevented the Service Company's return or destruction of such PHI.

* * * * * * * * * *

EXHIBIT C
FEES

17. Service Fees. The Service Fees to be paid to the Service Company, pursuant to this Agreement, shall be an amount equal to the Operating Expense plus ____% (_____ _____ percent) thereof, payable monthly in arrears.

18. Physician Guaranteed Payment. The Physician Guaranteed Payment shall be an amount equal to_____ per hour of Physician's time. Physician shall submit to Service Company a record of Physician's time by the tenth day of the month following the rendition of Physician's services, and Service Company shall remit payment by the twentieth of said month. In no case shall the Guaranteed Payment be less than ___for any month.

EXHIBIT A
EQUIPMENT AND FURNISHINGS

[Insert list]

EXHIBIT B
PREMISES

[Insert description]

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration as of the Effective Date stated below:

State	Effective Date
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	February 10, 2023, as amended [Pending]
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

(KEEP THIS COPY FOR YOUR RECORDS)

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 iCRYO Franchise Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Iowa require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (14 calendar days for Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If iCRYO Franchise Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed on Exhibit A.

The franchisor is iCRYO Franchise Systems, LLC, located at 14200 Gulf Freeway, Suite 210, Houston, Texas. Its telephone number is (855) 700-2109.

Issuance date: July 25, 2023 (Effective dates of this Disclosure Document in states requiring registration can be found on the State Effective Date page).

The names, principal business address and telephone numbers of the franchise sellers for this offering are:

- William Jones, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109
- Kyle Jones, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109
- Robert Morgan, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109
- Mitchell Wood, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109
- Michelle Lewis, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109

iCRYO Franchise Systems, LLC authorizes the agents listed in Exhibit A to receive service of process for it.

I have received a disclosure document dated July 25, 2023 that included the following Exhibits:

A	State Agencies/Agents for Service of Process	F.	List of Franchisees Who Have Left the System
B	Financial Statements	G.	Table of Contents of Manual
C	Franchise Agreement	H.	State Addenda
D	Multi-Unit Development Agreement	I.	Sample Administrative Services Agreement
E	List of Franchisees		

Date: _____

_____
Signature of Prospective Franchisee

_____
Print Name

Please execute and return this document immediately upon receipt via the method prescribed by the Franchisor.

RECEIPT

(RETURN THIS COPY TO US)

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 iCRYO Franchise Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Iowa require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (14 calendar days for Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If iCRYO Franchise Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed on Exhibit A.

The franchisor is iCRYO Franchise Systems, LLC, located at 14200 Gulf Freeway, Suite 210, Houston, Texas. Its telephone number is (855) 700-2109.

Issuance date: July 25, 2023 (Effective dates of this Disclosure Document in states requiring registration can be found on the State Effective Date page).

The names, principal business address and telephone numbers of the franchise sellers for this offering are:

- William Jones, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109
- Kyle Jones, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109
- Robert Morgan, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109
- Mitchell Wood, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109
- Michelle Lewis, 14200 Gulf Freeway, Suite 210, Houston, Texas – (855) 700-2109

iCRYO Franchise Systems, LLC authorizes the agents listed in Exhibit A to receive service of process for it.

I have received a disclosure document dated July 25, 2023 that included the following Exhibits:

A.	State Agencies/Agents for Service of Process	F.	List of Franchisees Who Have Left the System
B.	Financial Statements	G.	Table of Contents of Manual
C.	Franchise Agreement	H.	State Addenda
D.	Multi-Unit Development Agreement	I.	Sample Administrative Services Agreement
E.	List of Franchisees		

Date: _____

_____
Signature of Prospective Franchisee

_____
Print Name

Please execute and return this document immediately upon receipt via the method prescribed by the Franchisor