FRANCHISE DISCLOSURE DOCUMENT

Anodyne Franchising, LLC
A Delaware limited liability company
2 Music Circle South, Suite 101,
Nashville TN 37203
949-293-4866
grondinelli@anodynepain.com
www.AnodynePain.com

The franchised business is to provide administrative and management services to a pain management clinic operated under the trade name "Anodyne".

The total investment necessary to begin operation of an Anodyne franchise is $185,500 to $460,715. This includes $60,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation under a two-unit to five-unit Multi-Unit Development Agreement (including the first unit) is $236,500 to $635,715. This includes $110,000 to $230,000 that must be paid to the franchisor.

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

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, please contact Gregg Rondinelli at 2 Music Circle South, Suite 101, Nashville TN 37203 and 949-293-4866.

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

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

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

Issuance date: January 31, 2021

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
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 F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets
Will my business be the only Anodyne 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 Anodyne franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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.

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

In this disclosure document, "we", "us," or "our" refers to Anodyne Franchising, LLC. "You" means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is Anodyne Franchising, LLC. We are a Delaware limited liability company. We were formed on November 7, 2019.Our principal business address is 2 Music Circle South, Suite 101, Nashville TN 37203. We have offered franchises since August 1, 2020.

We have a parent entity, Anodyne Pain & Wellness Solutions, Inc ("APWS"). APWS is a Delaware corporation with its principal business address at 2 Music Circle South, Suite 101, Nashville TN 37203. It was formed on October 3, 2018.

Neither we nor our parent entity have any affiliates that offer franchises in any line of business or provide products or services to our franchisees. Moreover, we do not have any affiliates.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names "Anodyne Franchising, LLC" and "Anodyne". We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Delaware is Resident Agents, Inc., and the agent's principal business address is 8 The Green, Ste R, Dover, DE 19901. Our agents for service of process in other states are disclosed in Exhibit A.

Information About Our Business

We do not operate businesses of the type being franchised. However, our parent entity operates 9 businesses similar to the type that you will operate as a franchisee.

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

The Franchises Offered

We specialize in the administration and management of pain management clinics that provide non-surgical, non-opioid modern medical care using a comprehensive multidisciplinary approach including pain management techniques. We offer franchises to persons or legal entities that meet our qualifications and are willing to undertake the investment and effort to own and operate a business (the "Franchised Business") that will develop and provide administrative and management services for a pain management clinic operating under the trade name Anodyne (the "Clinic"). The Franchised Business will be operated in accordance with our management system ("System").

We use, promote, and license certain trademarks, service marks, and other commercial symbols including the mark "ANODYNE" in the operation and management of Clinics (the "Marks"). We may create, use, and license other trademarks, service marks, and commercial symbols for franchised businesses and Clinics. If we do, these other marks and symbols will become part of the "Marks" and the System.

The Franchised Business and the System have distinctive characteristics. These characteristics currently include providing site selection assistance, leasing the premises, managing construction design of a Clinic, identifying preferred vendor relationships for medical equipment and supplies, procedures for monitoring operations and quality of services offered; procedures for management; training and assistance; advertising and promotional programs; business formats, methods, procedures, standards, and specifications. We may periodically change and improve the franchised businesses, Clinics, and System.

We offer you the opportunity to enter into a franchise agreement ("Franchise Agreement") with us. The Franchise Agreement is attached as Exhibit B. In addition to signing the Franchise Agreement with us, before you begin operating the Franchised Business, you must enter into an Administrative Services Agreement ("Administrative Services Agreement") with a professional entity ("PC") that will own and operate the Clinic. The PC will be owned by one or more physicians licensed to provide medical and pain management services in the state in which the Clinic is located. If you are unable to find a suitable PC that will own and operate the Clinic within 365 days after executing the Franchise Agreement, we reserve the right to terminate the Franchise Agreement.

Our standard form of Administrative Services Agreement is attached as Exhibit M. Under the Administrative Services Agreement, as noted below, and in accordance with the Franchise Agreement, you may either convert an existing pain management clinic into a Clinic or select and lease a location in which you will construct and develop the Clinic. In either case, you will provide the PC with ongoing management and administrative services and support consistent with the System to support the PC's practice and its delivery of pain management services and related products to patients at the Clinic, consistent with all applicable laws and regulations. You must use our applicable standard form of Administrative Services Agreement; however, you may negotiate the monetary terms and, with our written consent, certain other terms of the relationship with the PC.

The PC will employ and control the general pain management physicians and any specialty medical physicians and personnel (including, for example, nurses, X-ray technicians, nurse practitioners, medical receptionists, and general practitioners)") and the other pain management professionals who will provide the actual pain management services required to be delivered at and through the Clinic. You will not provide any actual pain management or medical services, nor will you supervise, direct, control or suggest to the PC or its physicians or employees the manner in which the PC provides or may provide medical or pain management services to its patients. Due to various federal and state laws regarding the practice of medicine, and the ownership and operation of medical practices and health care businesses that provide medical and pain management services, it is critical that you do not engage in practices that are, or may appear to be, the practice of medicine. The Clinic must offer all pain management services in accordance with the Administrative Services Agreement and the System.

The requirement for the franchisee to sign an Administrative Services Agreement with a PC applies unless your Clinic will be in a state that permits one entity to both manage and operate the Clinic, including the rendering of medical services by the medical professional of the Clinic. If you are in such a state, you will have the option of signing the Amendment to Waive Administrative Services Agreement described in more detail below.

Conversions of Existing Clinics

We offer to existing independent operators of and managers of pain management clinics the opportunity to convert those existing clinics to a Clinic which will be managed by a Franchised Business ("Conversion Franchisees"). Conversion Franchisees will sign a Franchise Agreement as well as a Conversion Amendment which will modify the Franchise Agreement provisions to reflect their current business operations. A copy of the Conversion Amendment appears at Exhibit L to this disclosure document.

Multiple Unit Development

We offer to qualified persons the right to develop multiple Franchised Businesses within a specified geographical area pursuant to our standard form multi-unit development agreement (the "MUDA") attached as Exhibit C to this disclosure document. The MUDA requires you to develop and open multiple Clinics on an agreed-upon schedule. You will be required to sign our then-current franchise agreement for each Clinic that you open. Upon establishing each additional outlet under the MUDA, a developer may be required to sign a then-current franchise agreement, which may differ from the current franchise agreement included within this FDD.

Laws and Regulations

You are responsible for operating in full compliance with all laws that apply to your franchised business and the Clinic that you manage. The medical industry is heavily regulated. These laws may include federal, state and local regulations relating to: the practice of medicine and the operation and licensing of medical services; the relationship of providers and suppliers of health care services, on the one hand, and physicians and clinicians, on the other, including anti-kickback laws such as the Federal Medicare Anti-Kickback Statute and similar state laws; restrictions or prohibition on fee splitting; physician self-referral restrictions (including the federal

"Stark Law" and similar state laws); payment systems for medical benefits available to individuals through insurance and government resources (including Medicare and Medicaid); privacy of patient records (including the Health Insurance Portability and Accountability Act of 1996); use of medical devices; and advertising of medical services (together such are, "Medical Regulations"). While not all of these laws and regulations will be applicable to all outlets, depending on location, services provided, and which types of government or private insurance may be accepted at an outlet, it is important to be aware of the regulatory framework.

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the franchised business and the other licenses applicable to a Clinic and its employees. You must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files. You must comply with all state and local laws and regulations regarding the management of a pain management clinic.

You must also ensure that your relationship with the PC for which you manage the Clinic complies with all laws and regulations, and that the PC complies with all laws and regulations and secures and maintains in force all required licenses, permits and certificates relating to the operation of a Clinic. Each state has medical, nursing, physician assistant, cosmetology, 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 (as applicable) medical doctors, nurse practitioners, and physician's assistants in the state where the Outlet is located, and to hold required certifications by, or registrations in, any applicable professional association or registry.

If we license you to operate a franchised business, we are not engaging in the practice of medicine, nursing or any other profession that requires specialized training or certification, and you must not engage in the practice of medicine, nursing, or any other profession that requires specialized training or certification. The Franchise Agreement and Administrative Services Agreement will not interfere, affect or limit the independent exercise of medical judgment by the PC and its medical 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 PC, to determine your legal obligations and evaluate the possible effects on your costs and operations.

In addition, you must comply with local, state and federal laws regarding health, sanitation, smoking, Equal Employment Opportunity Commission ("EEOC") standards, Occupational Safety and Health Administration, Federal Trade Commission ("FTC"), consumer protection laws, pricing laws, and employment laws. Your business may be subject to various employment regulations concerning wage rates, mandated employee benefits, employment taxes, worker safety, unemployment compensation, workers' compensation, teenage labor practices, disabled employees, and discrimination in employment practices. You will be subject to the Americans with Disabilities Act, which prohibits practices that discriminate against physically and mentally challenged individuals regarding access to public accommodations and employment opportunities.

Waiver of Administrative Services Agreement

In certain states, it may be permissible under the existing laws that may be applicable to medical practices and/or medical centers, for one entity to both manage and operate the outlet, including hiring any medical and professional personnel and providing medical or pain management services to patients at the outlet. If you determine that the laws that would apply to an outlet in your state would permit you to do so, you may request that we waive certain requirements of the Franchise Agreement related to separating the operation of the medical aspects of the outlet from the management aspects. In particular, you (i) would not enter into an Administrative Services Agreement with a PC, and (ii) you would not be restricted from providing any medical or pain management services to patients or hiring and supervising medical providers. Any waiver, or any modification of our standards, would be subject to compliance with all applicable laws and regulations. If we agree to a waiver, you must enter into an Amendment to Waive Administrative Services Agreement (which is Exhibit K to this disclosure document). Under this Amendment, you agree that, instead of entering into the Administrative Services Agreement with a separate PC, you will (a) operate the outlet, including performing all responsibilities and obligations of the "PC" under the Administrative Services Agreement, and (b) manage the Outlet as required in the Franchise Agreement and by performing all the responsibilities and obligations of the "Company" under the Administrative Services Agreement.

As of the date of this disclosure document, you should be aware that most states do not permit a person or entity to both operate and manage a pain management clinic without establishing 2 separate entities. Additionally, the laws applicable to your outlet may change, and if there are any changes in Medical Regulations or other laws that would render your operation of the outlet through a single entity (or otherwise) in violation of any Medical Regulations, you must immediately advise us of such change and of your proposed corrective action to comply with Medical Regulations, including (if applicable) entering into an Administrative Services Agreement with a PC.

General Market and Competition

The market for the management and administrative services provided by a Franchised Business is narrow and developing, and includes existing general practices and pain management clinics with high integrity, excellent customer service and sales skills.

The market for the pain management clinics that will be managed by a Franchised Business is highly developed and very competitive. The growing needs of the population have increased the demand for pain management services. As a franchisee, the Clinic that you manage will compete with other pain management clinics, franchised and non-franchised, as well as primary care practices and other medical providers. Clinic patients are primarily individuals looking for non-invasive, non-opioid pain management solutions. Generally, sales are not seasonal but sales may be higher in the first and fourth calendar quarter of the year. In additional, Clinics in warmer locales may experience higher sales in the winter.

Item 2
BUSINESS EXPERIENCE

Greg Simons - CEO. Greg Simons has served as the CEO of Anodyne Franchising, LLC and APWS since March 2021. From September 2019 to February 2021, Greg served as President of Commercial Operations for Benevis in Marietta, Georgia. Prior to Benevis, from September 2017 to September 2019, he worked as Regional Operations Director with DaVita, Inc. in Jacksonville, Florida. Prior to DaVita, Inc., Greg worked in acquisitions and operations for Great Expressions Dental Centers from February 2014 to August 2017 in New York, New York.

Gregg Rondinelli - Manager/President. Gregg Rondinelli has been the Manager/President of Anodyne Franchising, LLC in Nashville, Tennessee since March 2021. He previously served as the Manager/CEO of APWS. from November 2019 until March 2021 in Nashville, Tennessee; in that position, among other duties, Gregg was responsible for mergers and acquisitions for APWS and he has continued these duties in his current role as Manager/President of Anodyne Franchising, LLC. Prior to co-founding APWS in October of 2018, he had served as Director of Business Development of Patterns Behavioral Services, Inc. since August 2017 in Orange County, California. He served as a Consultant for Fit Brothers, LLC from June 2015 to November 2018 in Nashville, Tennessee and a Consultant for Midwest Renewable Fuel, Inc. from October 2013 until March 2015 in Orange County, California.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us $60,000 as the initial franchise fee; however, we may consider a request for a payment plan related to such fees on a case by case basis for certain individuals who were instrumental in the creation of our System and were still employed by our parent entity, APWS, as of December 31, 2020 (each person, a "Founder" and collectively, a "Founders"). This fee is uniform and not refundable.

Multi-Unit Development

If you and we agree that you will develop multiple Franchised Businesses, you will sign our MUDA in the form of Exhibit C to this disclosure document. Your franchise fees will be

reduced to $50,000 for the second unit and $40,000 for each subsequent franchise after the first franchise. You will pay all franchise fees upon signing the MUDA; however, we may consider a request for a payment plan related to such fees on a case by case basis for Affiliates. The franchise fees are not refundable.

Founders Incentive Programs

We have also established an incentive program for our Founders ("Founders Incentive Program"). The Founders Incentive Program encourages Founders to open and operate one or more Franchised Businesses. Specifically, if a Founder agrees to develop multiple Franchised Businesses under a MUDA or to open and operate units under multiple franchise agreements at a later date, such Founder is entitled to reduce the $60,000 initial franchise fee for the first Franchised Business to $30,000; the $50,000 initial franchise fee for the second Franchised Business to $25,000, and the $40,000 initial franchise fee for each subsequent Franchised Business to $20,000. A Franchised Business developed under the Founders Incentive Program may be either a new business or a conversion from an existing medical practice to an Anodyne location.

If you are a corporation, limited liability company, or other entity ("Franchisee Entity"), to qualify to participate in the Founders Incentive Program, you must be at least twenty-five percent (25%) directly-owned by one or more Founders. We may modify or discontinue the Founders Incentive Program at any time.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of Gross Revenue	Weekly, on Tuesday	See Note 1 and Note 2. Certain active and honorably discharged members of the United States Armed Forces and those eligible to participate in our Founders Incentive Program are entitled to a royalty discount. See Note 3.
Marketing Fund Contribution	2% of Gross Revenue	Weekly, on Tuesday	The funds are paid to us. See Note 4.
Local Marketing	A minimum of at least 5% of Gross Revenue	Monthly	See Item 11 for a detailed discussion about the Local Marketing requirement. See Note 4.
Market Cooperative Contribution	As determined by co-op. Currently, none.	Weekly, on Tuesday	If we establish local or regional advertising cooperatives, the maximum contribution that a co-op may require is 5% of Gross Revenue.

Type of Fee	Amount	Due Date	Remarks
Replacement / Additional Training fee	Currently, $500 per day	Prior to attending training, only if applicable	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, billing vendors, mystery shopping, and patient feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together a reasonable markup or charge for administering the payment program.
Software subscription	Currently, a flat fee of $2,900 per month and 5% of fee collected for revenue cycle management. If utilize the optional cloud hosting, you will pay an additional $1,000 per month.	Monthly	We require you to use certain software as described in Item 11. You pay subscription fees directly to us. This monthly pricing is based on the pricing arrangement currently offered by our System provider and may be subject to change depending on pricing from the vendor. See Note 5.
Non-compliance fee	$500	On demand, only if applicable	If your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice, we may charge you $500.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the	On demand, only if applicable	If you fail to make a required payment when due, we may charge a late fee.

Type of Fee	Amount	Due Date	Remarks
	highest rate allowed by law)		
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand, only if applicable	If a payment made by you is returned because of insufficient funds in your account, we may charge an insufficient funds fee.
Costs of collection	Our actual costs	As incurred, only if applicable	If we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us, we may charge you our costs of collection.
Special support fee	Our then-current fee, plus our expenses. Currently, $600 per day.	On demand, only if applicable	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses	On demand, only if applicable	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand, only if applicable	If (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any 4-week period, you must pay our records audit cost.
Special inspection fee	Currently $600, plus our out-of-pocket costs	On demand, only if applicable	If we conduct an inspection of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification, you must pay our inspection fee.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed, only if applicable	If you are non-compliance with System specifications, we may cure your non-compliance on your behalf.

Type of Fee	Amount	Due Date	Remarks
			For example, if you do not have required insurance, we may purchase insurance for you. You will owe our costs plus a 10% administrative fee.
Transfer fee	$10,000 per clinic location plus any broker fees and other out-of-pocket costs we incur;	When transfer occurs	Payable if you sell your business. The aggregate of any applicable transfer fee for all clinic locations involved in any transfer shall not exceed 20% of the amount paid per location.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence). This fee is subject to state law.
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us. All fees are imposed by us and collected by us. All fees are non-refundable. Except as noted below, all fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Revenue" is defined in our Franchise Agreement all revenue you collect and receive from operating the Business which includes all revenue received from the PC pursuant to the Administrative Services Agreement, all services and products sold, all amounts that you charge, invoice, collect, or receive (net of discounts, charge backs, refunds or credits issued in the ordinary course of business, if any) at or away from the location, and whether from cash, check, credit or debit card, barter exchange, trade credit, or other credit transactions, but excluding all federal, state, or municipal sales, use, or service taxes collected from patients and paid to taxing authorities. In the event the PC fails to pay you any revenues that it is obligated to pay you under the Administrative Services Agreement, the amounts that it fails to pay you shall nonetheless be included in the calculation of Gross Revenue.

In the event that federal, state or local law or regulations, or state or professional licensing or regulatory rules prohibit you from paying the Royalty as a percentage of Gross Revenues of the Franchised Business, you and we will restructure the Royalty to a weekly fixed fee that will provide an equivalent economic compensation, and such fixed fee shall be modified annually (either greater or lesser), by January 31 of each year, to reflect changes in the revenue derived from the Franchised Business.

2. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

3. We offer a temporary royalty reduction to active members of the United States Armed Forces as well as to those members who were honorably discharged from U.S. military service ("U.S. Veterans"). For those qualified U.S. Veterans that open and operate any new Franchised Business (as opposed to converting an existing medical practice to an Anodyne location), such veterans are entitled to pay us a reduced royalty of 4% of Gross Revenue for the first year of operations commencing on the date the new Franchised Business is open and operating ("Veterans Program"). If you are a Franchisee Entity, to qualify to participate in the Veterans Program, you must be at least fifty-one percent (51%) directly-owned by one or more U.S. Veterans. We may modify or discontinue the Veterans Program at any time. We also provide participants in our Founders Incentive Program with discounted royalty of 5% of Gross Revenue. We may modify or discontinue our Founders Incentive Program at any time.

4. The Marketing Fund Contribution is paid to us but is then spent directly on marketing and advertising as further described in Item 11. We believe the Marketing Fund Contribution of 2%, when added to the Local Marketing requirement of 5%, represents a prudent and diversified marketing approach.

5. The software subscription was created by us to simplify and centralize billing, collections, accounting, payroll and human resource functions and provide cost savings in related payroll and administrative costs. Based on our experience with those company-owned outlets that have converted from independent clinics, the cost savings have exceeded the $2,900 monthly fee charged to franchisees.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - FRANCHISE AGREEMENT

Anodyne Clinic - Converted from Existing Clinic

Type of expenditure	Amount[1]	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 2)	$60,000	Check or wire transfer	Upon signing the franchise agreement	Us
Rent and Lease Security Deposit (see Note 3A)	$0 - $10,000	Check	Upon signing lease	Landlord
Utilities (see Note 4A)	$0 - $2,000	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements (see Note 5A)	$0 - $20,000	Check	As incurred or when billed	Contractors
Market Introduction Program	$10,000 - $25,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Furniture, Fixtures, and Equipment (See Note 6A)	$0 - $5,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Computer Systems	$2,500 - $10,000	Check, debit, and/or credit	As incurred	Vendors
Insurance (See Note 7)	$0 - $4,600	Check	Upon ordering	Insurance company
Signage	$2,500 - $7,500	Check, debit, and/or credit	Upon ordering	Vendor
Office Expenses	$500 - $1,000	Check, debit, and/or credit	As incurred	Vendors
Inventory	$0 - $10,000	Check, debit, and/or credit	Upon ordering	Vendors
Licenses and Permits	$0 - $500	Check	Upon application	Government
Dues and Subscriptions	$0 - $1,000	Check, debit, and/or credit	As incurred	Vendors, trade organizations

Type of expenditure	Amount[1]	Method of payment	When due	To whom payment is to be made
Professional Fees (lawyer, accountant, insurance credentialing etc.) (See Note 8)	$10,000 - $15,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training	$0 - $3,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 6 months) (see Note 9)	$100,000	Varies	Varies	Employees, suppliers, utilities
Total	**$185,500 - $274,600**			

Anodyne Clinics – New Builds

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 2)	$60,000	Check or wire transfer	Upon signing the franchise agreement	Us
Rent and Lease Security Deposit (see Note 3B)	$5,000 - $10,000	Check	Upon signing lease	Landlord
Utilities (see Note 4B)	$1,000 - $2,000	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements (see Note 5B)	$7,500 - $15,000	Check	As incurred or when billed	Contractors
Market Introduction Program	$10,000 - $25,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Furniture, Fixtures, and Equipment (See Note 6B)	$27,615	Check, debit, and/or credit	As incurred	Vendors and suppliers
Computer Systems	$7,500 - $10,000	Check, debit, and/or credit	As incurred	Vendors
Insurance (See Note 7)	$4,600	Check	Upon ordering	Insurance company
Signage	$2,500 - $7,500	Check, debit, and/or credit	Upon ordering	Vendor

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Office Expenses	$1,000 - $2,000	Check, debit, and/or credit	As incurred	Vendors
Inventory	$27,500	Check, debit, and/or credit	Upon ordering	Vendors
Licenses and Permits	$500	Check	Upon application	Government
Dues and Subscriptions	$500 - $1,000	Check, debit, and/or credit	As incurred	Vendors, trade organizations
Professional Fees (lawyer, accountant, insurance credentialing etc.) (See Note 8)	$10,000 - $15,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training	$2,000 - $3,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 6 months) (see Note 9)	$250,000	Varies	Varies	Employees, suppliers, utilities
Total	**$417,215 - $460,715**			

YOUR ESTIMATED INITIAL INVESTMENT - MULTI UNIT DEVELOPMENT AGREEMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
First franchise (see table above)	$185,500 - $460,715	Varies	Varies	Varies
Additional initial franchise fees for 2-5 Locations (see Note 10)	$50,000 - $170,000	Check or wire transfer	Upon signing the MUDA	Us
Business planning and miscellaneous expenses	$1,000 - $5,000	Check	As incurred	Vendors and suppliers
Total	**$236,500 - $635,715**			

Notes

1. We have estimated the low end range at $0 for several line items in those instances where you may be converting an existing medical practice to an Anodyne location.

2. The Initial Franchise Fee will be paid to us directly as part of your Initial Investment in the Franchised Business. Review Item 5 for Additional Information.

3A. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. If you are an existing practice and convert to the franchised business model, you may not have any rent expense if you assume you will operate the franchised business in your current space. Neither we nor any affiliate finances any part of your initial investment. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3B. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different. For a new space (as opposed to converting an existing business space), we believe that you will need a 3,500 to 4,000 square foot space that is in move in condition and otherwise ready for occupancy.

4A. Utilities are assuming the necessary deposit required with the utility service provider in your area. This will vary depending on your credit and the area you will operate the franchised business from. If you are using an existing space and convert your practice into the franchised business, you may not have any utility expenses associated with starting the franchised business.

4B. Utilities are assuming the necessary deposit required with the utility service provider in your area. This will vary depending on your credit and the area you will operate the franchised business from.

5A. Leasehold expenses are accounting for general construction costs associated with opening the franchised business. You may not have any leasehold expenses if you convert your existing practice into the franchised business model.

5B. Leasehold expenses are accounting for general construction costs associated with opening the franchised business.

6A. Furniture, Fixtures and Equipment will be required to operate the franchised business. The low end of the investment range assumes you have what is required for operating the franchised business in an existing practice and can use what is already in the operation.

6B. The figure is an estimate for furniture, fixtures and equipment for those without an existing practice and establishing a new practice. In our figure, we estimated furniture at $8,697, fixtures at $9,656 and equipment at $205,625. However, in our industry, most equipment is acquired under capitalized leases. The total cost, anticipated cash required and the amount that can be leased for such equipment is subject to the commercially acceptable credit of the borrower.

It is our experience that credit can also be obtained for a portion of the total cost of the asset being acquired, for example, a $20,000 piece of equipment may be 100% financed, or based

on credit worthiness, a 20% capital reduction payment may be required to reduce the amount financed under the lease, in this case $4,000, with only $16,000 being financed through the capitalized lease.

In a typical scenario, we estimate that $205,625 of equipment can be leased. The leased amount would be approximately $196,363 and the anticipated cash required for the equipment would be approximately $9,262. Based on foregoing, the estimate for furniture, fixtures and equipment would amount to $27,615 (i.e., furniture ($8,697), fixtures ($9,656) and equipment ($9,262) for an aggregate of $27,615).

7A. Insurance costs will vary depending on the market where you operate the franchised business. The low end of the range assumes you already have the required insurance in place and are able to transfer your insurance to the franchised business model.

7B. Insurance costs will vary depending on the market where you operate the franchised business.

8. Insurance credentialing refers to the process of applying to health insurance networks for inclusion in their provider panels.

9. This includes any other required expenses you will incur during the initial period of operations to support negative cash flow once you begin operating, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of an Anodyne business by our affiliate, and our general knowledge of the industry.

10. This estimate assumes you sign a MUDA for two to five franchises. The franchise fee for your first unit is counted in the "Estimated Initial Investment – Franchise Agreement" table. Your initial franchise fees are reduced to $40,000 for the second and $30,000 for each additional franchise. You will pay all franchise fees upon signing the MUDA.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

Specific Obligations

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

A. Real Estate. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).

B. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (iv) Medical Malpractice Insurance as required by your local state or market, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

D. Equipment, Inventory and Supplies. Unless we approve your vendors, you must use our approved vendors for the equipment, inventory and supplies to be used in the operation of the Franchised Business, and in the Clinic to the extent permitted by law. In certain states, the equipment, inventory and supplies used in connection with medical services provided by the PC to its patients will be subject to the PC's approval based on the professional opinion of the PC's physicians.

Us or our Affiliates as Supplier

We are currently an approved supplier of some of the goods or services that you must purchase, although we reserve to the right to be the sole supplier of a good or service in the future. Currently, we are an approved supplier for billing services and the required software and computer systems. We are not the only approved supplier for any product or service you must purchase.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and

we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual. If your request for approval relates to equipment or medical related products requested by the PC to be used in patient care, and such equipment or medical products meets the System Standards, and any applicable rules or regulations, as determined by the PC's physician(s), we will not unreasonably withhold our approval.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

Revenue to Us and Our Affiliates

We may derive revenue from the required purchases and leases by franchisees. However, because there were no franchises in operations during the last fiscal year, we did not receive any such revenue.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 90% to 95% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 75% to 85% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We have in place a Master Agreement with eClinicalWorks, LLC, for certain software. Under this Agreement, which is subject to change, we have designated eClinicalWorks as our designated supplier for a comprehensive suite of financial management software, which provides (i) data base management of electronic health records, (ii) revenue cycle management ("RCM Service"), (iii) a financial diagnostic solutions application and (iv) a variety of other management tools related to payroll, human resources, finance and accounting (collectively, the "Financial Management Services"). As our designated supplier, and under the terms of our Master Agreement, you must sign the eClinicalWorks End User Agreement attached as Exhibit P to this Disclosure Document. We also have optional designated suppliers for certain medical equipment, medical supplies, board certification training, practice management training, and consulting and coaching services. We will receive payments from both mandatory and optional designated suppliers based on purchases by you or other franchisees.

We will receive rebates in the amount of 1% - 20% for certain equipment and non-medicinal supplies, medication and ancillary medical supplies, medical equipment, consulting services, training sessions, digital advertising, and board exam educational services.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We do negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Benefits Provided to You for Purchases

We do provide material benefits to you based on your purchase of particular goods or services and from your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Franchise Agreement (Franchise Agreement): §§ 6.1, 6.2 Multi-Unit Development Agreement (MUDA): Not Applicable	Item 11
b. Pre-opening purchase/leases	FA: §§ 6.2, 6.3 MUDA: Not Applicable	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Article 6 MUDA: §§1(a), 3	Items 5, 7, 8 and 11
d. Initial and ongoing training	FA: §§ 5.4, 6.4, 7.6 MUDA: Not Applicable	Items 5, 6, 8 and 11
e. Opening	FA: §§ 6.5, 6.6 MUDA: §1(a)	Items 7, 8 and 11

Obligation	Section in agreement	Disclosure document item
f. Fees	FA: Article 4, §§ 5.5, 7.8, 8.4, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6 MUDA: §1(a)	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA: §§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.12, 7.15, 10.1, 10.4, 11.1 MUDA: Article 1	Items 8, 11 and 14
h. Trademarks and proprietary information	FA: Article 12, § 13.1 MUDA: Not Applicable	Items 13 and 14
i. Restrictions on products/services offered	FA: § 7.3 MUDA: Not Applicable	Items 8, 11 and 16
j. Warranty and customer service requirements	FA: §§ 7.3, 7.8, 7.9 MUDA: Not Applicable	Item 8
k. Territorial development and sales quotas	FA: § 2.2 MUDA: §1(a), 4(ii)	Item 12
l. Ongoing product/service purchases	FA: Article 8 MUDA: Not Applicable	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	FA: §§ 3.2, 7.11, 7.12, 15.2 MUDA: Not Applicable	Items 6, 7 and 8
n. Insurance	FA: § 7.14 MUDA: Not Applicable	Items 6, 7 and 8
o. Advertising	FA: Article 9 MUDA: Not Applicable	Items 6, 7, 8 and 11
p. Indemnification	FA: Article 16 MUDA: Not Applicable	Items 6 and 8
q. Owner's participation/management/staffing	FA: § 2.5 MUDA: Not Applicable	Items 15
r. Records and reports	FA: Article 10 MUDA: Not Applicable	Item 11
s. Inspections and audits	FA: §§ 10.5, 11.2 MUDA: Not Applicable	Items 6 and 11
t. Transfer	FA: Article 15 MUDA: Article 7	Items 6 and 17

Obligation	Section in agreement	Disclosure document item
u. Renewal	FA: § 3.2 MUDA: Not Applicable	Items 17
v. Post-termination obligations	FA: Article 13, § 14.3 MUDA: Not Applicable	Item 17
w. Non-competition covenants	FA: § 13.2 MUDA: Not Applicable	Item 17
x. Dispute resolution	FA: Article 17 MUDA: Article 7	Items 6 and 17

Item 10
FINANCING

We offer financing arrangements directly to Founders as part of the Founders Incentive Program which is summarized as follows:

Item 10: Summary of Financing Offered

Item Financed	Source of Financing	Down Payment	Amount Financed	Term (Yrs)	Interest Rate	Monthly Payment	Prepayment Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
Initial franchise fees	Anodyne Franchising LLC	10%	Remainder of amount due	5 years	4%	Five (5) installments of principal and accrued interest on the annual anniversary of the date of issue.	None	None	Whole of principal and any other sums unpaid become due We also have the right to terminate the Franchise Agreement	Waiver of any objection to either the jurisdiction of or venue in such courts Waivef of notice

If a Founder meets our credit standards and agrees to pay us a down-payment in cash in an amount equal to ten percent (10%) of the aggregate initial franchise fees due to us, we will finance the remaining balance of the initial franchise fees due to us over a five (5) year period commencing when the Franchised Business opens to the public ("Founders Loan"). To document this financing, we shall use the promissory note in substantially the form attached hereto as Exhibit O ("Promissory Note"). The Promissory Note evidencing the Founders Loan shall be payable in five (5) installments of principal and accrued interest on the annual anniversary of the date of issue. The Founder Loan shall accrue interest at four percent (4%) per annum (including finance changes)

commencing on the earlier of (i) the date the Franchised Business opens or (ii) the mutually-agreed open deadline specified in the Franchise Agreement. (See Section 1 of Promissory Note) The Founders must personally guarantee the debt but there is no other security interest required. (See Section 3 of Promissory Note) The Founders Loan may be prepaid without any penalty. (See Section 2 of Promissory Note) Upon the occurrence of certain events of default, the whole of the principal of the indebtedness evidenced by the Promissory Note, and any other sums unpaid by under the note shall, at our option, become due and payable. In addition to the foregoing, we shall have the right, at our option, to terminate the Franchise Agreement upon written notice to the Founder.(See Section 6 of Promissory Note).

If requested, we may recommend a third-party lender that may offer financing for fees or equipment to those franchisees that meet certain criteria determined by such lender. We do not receive any revenue from such recommendations or arrangements.

If you intend to finance your Franchised Business with loans backed by the Small Business Administration (SBA), you must sign the SBA Addendum to Franchise Agreement attached to this disclosure document as Exhibit N. We do not guarantee you will be approved for SBA financing.

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

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We will review and advise you regarding potential locations that you submit to us. (Section 5.4). If you sign a MUDA, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.

(i) We generally do not own your premises.

(ii) If your site is not already known and approved by us when you sign your franchise agreement, then we and you will specify in your franchise agreement the area in which you must select a site (Franchise Agreement, Summary Page). We do not select your site. Your site is subject to our approval. To obtain our approval, you must provide all information and documents about the site that we require.

(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

(iv) The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 6.1). If we and

you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement.

(v) We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

B. *Constructing, remodeling, or decorating the premises*. We will provide you with a set of our standard building plans and specifications and/or standard recommended floor plans, and our specifications for required décor. (Section 5.4)

C. *Hiring and training employees*. We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), operational instructions in the Manual which you can use as part of training new employees (Section 5.3), and our initial training program described below. Our opening support (as described below) includes assisting you in training employees. All hiring decisions and conditions of employment are your sole responsibility.

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

E. *Operating Manual*. We will give you access to our Operating Manual (Section 5.1).

F. *Initial Training Program.* We will conduct our initial training program. (Section 5.4). The current initial training program is described below.

G. *Business and marketing plan review*. We will review your pre-opening business plan, market introduction plan and financial projections for a newly developed Clinic. (Section 5.4)

I. *On-site opening support.* We do not provide on-site support in connection with your business opening, unless you are opening a newly developed Clinic. (Section 5.4)

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 9 – 15 months. Factors that may affect the time period include your ability to obtain a lease, obtain financing, develop your location, obtain business permits and licenses, and hire employees.

Our Post-Opening Obligations

After you open your business:

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

B. *Hiring and training employees*. We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), and operational instructions in the Manual which you can use as part of training new employees (Section 5.3). All hiring decisions and conditions of employment are your sole responsibility.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.5)

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.5). We may request you to offer products and services at specific prices we determine if we are promoting such products and services on a national, regional, or local market basis, for the duration of the promotion (but only to the extent permitted by applicable law and at your discretion).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control (Section 5.5). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Marketing Fund*. We will administer the Marketing Fund (Section 5.5). We will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3)

G. *Website*. We will maintain a website for the Anodyne brand, which will include your business information and telephone number. (Section 5.5)

<u>Advertising</u>

Our obligation. We will use the Marketing Fund only for marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which will be paid for by the Marketing Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

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

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% and not more than 5% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

Advertising Fund. You and all other franchisees must contribute to our Marketing Fund. Your contribution is 2% of gross sales per week. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own are not obligated to contribute to the Marketing Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon request.

Because we are a new franchisor, we did not spend any money from the Marketing Fund in our most recently concluded fiscal year.

If less than all marketing funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next year.

No money from the Marketing Fund is spent principally to solicit new franchise sales.

Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business.

Required spending. After you open, you must spend a minimum of at least 5% of gross sales each month on marketing your business.

Point of Sale and Computer Systems

We require you to buy (or lease) and use a point-of-sale system, computer system, and related software (collectively, the "Required System") that currently includes two computer systems, a Financial Management Services which consists of a (i) data base management of electronic health records, (ii) revenue cycle management ("RCM Service"), (iii) a financial diagnostic solutions application and (iv) a variety of other management tools related to payroll, human resources, finance and accounting.

The Required System provides the necessary management tools used to operate the franchised business and manage the day-to-day operations of the practice. These systems will generate or store data such as patient data, customer financial information, contact information and operational data for managing the practice.

We estimate that these systems will cost between $2,500 and $10,500 to purchase and install in an existing Clinic that is converting, depending on what technology systems may already exist in the Clinic.

With the exception of the RCM Service, we charge you a flat fee of $2,900 a month for the Financial Management Services. For the RCM Service, you are charged 5.0% of the revenue processed by the Clinic. If you elect to host your Clinic data in our designated cloud hosting service, you will pay an additional $1,000 per month.

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

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

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $250 to $500 per month.

Through our mandated use of the Financial Management Services, we will have full independent access to your information that will be generated or stored in these systems. The information that we may access may include sales, customer data, and reports. You must sign a Business Associate Agreement to allow us to access this information. Other than that agreement, there is no contractual limitation on our right to access the information.

Operating Manual

See Exhibit G for the table of contents of our Operating Manual as of the date this disclosure document, with the number of pages devoted to each subject. The total number of pages in the Operating Manual is 228.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training (Either Jacksonville, FL or Virtual)	Hours of On-The-Job Training (At Your Location)	Location
Establishing the Business - Licensing - Insurance - Structure, layout and design of the facility - Branding - The Model - Culture and Vision	2	0 - 2	Our Location, Jacksonville, FL, Virtual or Your Location
Operating the Franchised Business - Delivering Services - Menu of Services - Profile of Target Patient - Staffing - Scheduling	8	4	Our Location, Jacksonville, FL, Virtual or Your Location
Technology and Systems - Working with the Platform - Vendors and Providers - Efficient Use	4	-	Our Location, Jacksonville, FL, Virtual or Your Location
Marketing and Lead Generation - Brand - Strategies - Collateral and Tools - Budgeting - Selling and Converting Interest into Patients	4	0 - 4	Our Location, Jacksonville, FL, Virtual or Your Location
Administrative - Payroll and Staffing - Financial and Banking - Licensing - Working with the Franchisor - Reporting	2	-	Our Location, Jacksonville, FL, Virtual or Your Location
Executing the Plan - Goals and Targets	2	0 - 2	Our Location, Jacksonville, FL, Virtual or Your Location
TOTALS:	22 Hours	4 - 12 Hours	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes three to six times per year. Training will be held virtually, however, we may occasionally offer in-person training sessions online based on the availability of our office and business space in Jacksonville, Florida. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual participating in the initial training program.

The instructional materials consist of the Operating Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led or supervised by Mr. Gregg Rondinelli. His experience is described in Item 2. He has 2 years of experience in our industry, and 5 years of experience with us or our affiliates.

You may also elect to purchase training and coaching services from Lori Allen. She is our Director of Operations, and she has also worked with us as a paid consultant. Your initial franchise fee includes two months of free access to her online training portal. You may elect to continue such access at a discount rate of $399 per month. In addition, Ms. Allen offers her services as a "practice management consultant" to our franchisees. Her consulting services for franchisees are fee-for-service. These services are optional and are not mandated by us. She has 25 years of experience in our industry.

If we offer in-person training, there is no fee for up to 3 people to attend the training provided by us. However, you must pay the travel and living expenses of people attending training.

You must participate in or attend training. You may send any additional persons to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business.

Your business must at all times be under your on-site supervision or under the on-site supervision of a general manager who has completed our training program. If you need to send a new general manager to our training program, we will charge a fee, which is currently $500 per person. Otherwise, we do not currently require additional training programs or refresher courses, but we have the right to do so.

We may, in our discretion and subject to our availability, provide or require additional training programs for your medical service providers, either directly or through third-party training providers. There is no additional fee if these training programs if we provide them directly. However, you must pay the travel and living expenses of our training personnel. If these additional training programs are provided through third-party training providers, you will be required to pay the then-current fees charged by such providers.

Item 12
TERRITORY

Your Location

*Known Loc*ation. If the specific location of your Franchised Business is known at the time you sign a Franchise Agreement, your location shall be identified in the Franchise Agreement itself or an addendum, as the case may be, once approved by us ("Location").

Unknown Location. If the specific location of your Franchised Business is not known at the time you sign a Franchise Agreement, then your location is subject to our approval, when you identify the desired site. To facilitate your search for a location, we will designate a protected search area in the Franchise Agreement within which you will search for a location to be approved by us ("Protected Search Area"), and, if applicable, we will designate multiple Protected Search Areas in the MUDA.

The size of the Protected Search Area will depend on the number of Franchised Businesses to be developed, the demographics of the area, the population and other factors. We generally do not designate Protected Search Areas that are within downtown metropolitan areas. If you are subject to a MUDA, you may receive separate Protected Search Area for each individual Franchised Business.

Each Protected Search Area under the Franchise Agreement and/or MUDA is a temporary area in which to search for a location for your Franchised Business. However, we and other franchisees with established Franchised Businesses may conduct business within the Protected Search Area as allowed by the Franchise Agreement. Your Protected Search Area(s) will be subject to certain retained rights outlined below.

Grant of Territory

Once your Franchised Business location is approved by us, and you execute a lease or otherwise secure the location, your Protected Search Area will be terminated and we will establish your territory ("Territory"). Once approved by us, Location for a single Franchised Business will be at the center of the Territory. The size of the Territory will likely differ among franchisees and will be determined by the demographics and attributes of the area in which the Location is situated. As a general rule, the Territory will contain a population of no less than 200,000 people, and will be defined by contiguous 10-mile by 10-mile square-shaped areas, with a minimum of one area and no maximum number of areas to reach the minimum population threshold.

We reserve the right to determine the appropriate boundaries for the Territory, if other than a radius from your Location, such as counties or other political boundaries, streets, geographical features, or trade areas, and depending on the population.

Notwithstanding the grant of the Territory, we retain the right to (i) develop and manage, and license others to develop and manage, Anodyne clinics outside your Territory, notwithstanding their proximity to your Territory or their impact on the Business or the Clinic; (ii) operate and license others to operate businesses anywhere that do not operate under the Anodyne brand name;

and (iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Anodyne outlets.

Relocation; Establishment of Additional Outlets

You do not have the right to relocate your business, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a franchisee's business on a case-by-case basis, considering factors such as changes in demographics, profitability of your current business, or a loss of your premises due to circumstances beyond your control.

You do not have the right to establish additional Franchised Businesses or to manage additional Clinics unless you sign a MUDA in the form attached as Exhibit C to this disclosure document. If you and we sign a MUDA, then you will have the right to establish a mutually agreed number of additional Franchised Businesses on a mutually-agreed schedule. Under the MUDA, your right to develop additional Franchised Businesses is subject to: (1) you must comply with the mutually-agreed development schedule; (2) you must have sufficient financial and organizational capacity to develop, open, operate, and manage each additional Franchised Businesses; (3) you must be in compliance with all brand requirements at your open Franchised Businesses; and (4) you must not be in default under any other agreement with us. We will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. You are not obligated to develop additional Franchised Businesses under the MUDA, and you may terminate it any time without penalty. If you do not meet your development schedule in the MUDA, we have the right to terminate your right to develop additional Franchised Businesses.

Options to Acquire Additional Franchises

If you do not sign a MUDA, you will not receive any options, rights of first refusal, or similar rights to acquire additional franchises. However, we are open to the possibility of granting you the right to acquire a franchise that becomes available for sale.

Territory Protection

In your franchise agreement, we grant you an exclusive Territory. We will not establish either a company-owned or franchised business selling the same or similar goods or services under the same or similar trademarks or service marks as the Franchised Business. The continuation of your territorial protection does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

If you sign a MUDA, you do not receive an exclusive territory as an area developer. Therefore, with respect to a MUDA, we make the following disclosure: You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

There are no restrictions on us from soliciting or accepting requests for services from consumers inside your Territory. We reserve the right to use other channels of distribution, such

as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your Territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting requests for services from inside your Territory.

Soliciting by You Outside Your Territory

There are no restrictions on you from soliciting or accepting requests for services from consumers outside of your Territory, except that we reserve the right to control all internet-based marketing.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

You do not have the right to use other channels of distribution, such as the Internet, catalogues, telemarketing or other direct marketing forms, to solicit sales outside of your Territory.

Item 13
TRADEMARKS

Principal Trademark

The following are the principal trademarks that we license to you. These trademarks are owned by our affiliate, APWS. We do not have federal registrations for our principal trademarks. Therefore, our trademarks do not have many legal benefits and rights as federally registered trademarks. If our right to use the trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses. Applications for registration on the Principal Register of the United States Patent and Trademark Office have been filed by our legal counsel that specializes in patent and trademark law.

Trademark	Application Date	Identification Number
ANODYNE PAIN & WELLNESS SOLUTIONS	8/23/2019	88589971
	8/23/2019	88589764
ANODYNE PAIN & WELLNESS SOLUTIONS	2/3/2021	90507570

Determinations

The United States Patent and Trademark Office (the USPTO) has required in Application No. 88589971 that we enter a disclaimer of exclusive use of the wording "ANODYNE PAIN & WELLNESS SOLUTIONS" apart from the full applied for mark, 

. The USPTO considers this wording to be descriptive of the services covered by the mark. We have entered this disclaimer so that the mark may proceed toward registration. This disclaimer does not affect our rights in the complete logo mark 

as a whole nor your ability to use the logo under the Trademark license; but it does mean that ultimately there will be limited protection for the brand name "ANODYNE PAIN & WELLNESS SOLUTIONS." This disclaimer may also make it more difficult for us to enforce our rights against others using names that are similar to "ANODYNE PAIN & WELLNESS SOLUTIONS" in connection with services that are similar or related to ours. However, if the two logo marks 

and  eventually register, the registrations will provide us with federal rights and protection and enforcement ability against others using similar logos with similar or related services.

The USPTO has not yet reviewed Application No. 90507570 for ANODYNE PAIN & WELLNESS SOLUTIONS, so there have been no material determinations in that Application.

There are no currently effective material determinations by any court as related to the Trademarks. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

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

Agreements

APWS, our affiliate, owns the trademarks described in this Item. Under an Intercompany License Agreement between us and APWS, we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement is of perpetual duration. It may be modified only by mutual consent of the parties. It may be canceled by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

Protection of Rights

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

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

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

Under the franchise agreement, we may require you to modify or discontinue using a trademark, but we will cover the out-of-pocket expenses related to such modification or discontinuance but shall not be liable for any other related claims of damage, including but not limited to, claims of loss of goodwill or lost profits.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

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

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Operating Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

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

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

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

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

Proprietary Information

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

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Operating Manual and other proprietary information, and you must use our confidential information only for your franchised business. We require your managers and key employees to sign confidentiality agreements.

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

Your Participation

You are not required to participate personally in the direct operation of your business. However, we recommend that you participate.

You must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 10% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to Exhibit B).

"On-Premises" Supervision

You are not required to personally conduct "on-premises" supervision (that is, act as general manager) of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchised business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

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

We do not restrict your access to patients, except that all sales must be made at or from your premises or from your Anodyne website as approved and developed by us.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): none	10 years from date of franchise agreement.

Provision	Section in franchise or other agreement	Summary
b. Renewal or extension of the term	FA: § 3.2 MUDA: none	You may obtain a successor franchise agreement for up to two additional 5 year terms.
c. Requirements for franchisee to renew or extend	FA: § 3.2 MUDA: none	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term.
d. Termination by franchisee	FA: § 14.1 MUDA: § 4	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you. If you sign a MUDA, you may terminate it at any time.
e. Termination by franchisor without cause	MUDA § 4	If you sign a MUDA, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your MUDA.
f. Termination by franchisor with cause	FA: § 14.2 MUDA: § 4	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity. If you sign a MUDA, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is terminated, we have the right to terminate your MUDA.

Provision	Section in franchise or other agreement	Summary
g. "Cause" defined--curable defaults	FA: § 14.2 MUDA: none	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	FA: § 14.2 MUDA: § 4	FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of a felony, or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured. MUDA: failure to meet development schedule; violation of franchise agreement or other agreement which gives us the right to terminate it.
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.3 – 14.6 MUDA: none	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1 MUDA: § 7	Unlimited
k. "Transfer" by franchisee – defined	FA: Article 1 MUDA: Background Statement	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	FA: § 15.2 MUDA: § 7	No transfers without our approval.

Provision	Section in franchise or other agreement	Summary
m. Conditions for franchisor's approval of transfer	FA: § 15.2 MUDA: none	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.5 MUDA: none	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	FA: none MUDA: none	
p. Death or disability of franchisee	FA: §§ 2.5, 15.4 MUDA: none	If you die or become incapacitated, a new principal operator acceptable to us must be designated to operate the business, and your executor must transfer the business to a third party within 12 months.
q. Non-competition covenants during the term of the franchise	FA: § 13.2 MUDA: none	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2 MUDA: none	For two years, no ownership or employment by a competitor located within ten miles of your former territory or the territory of any other Anodyne business operating on the date of termination.
s. Modification of the agreement	FA: § 18.4 MUDA: § 7	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3 MUDA: § 7	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not

Provision	Section in franchise or other agreement	Summary
		be enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	FA: § 17.1 MUDA: § 7	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	FA: §§ 17.1; 17.5 MUDA: § 7	Arbitration will take place where our headquarters is located (currently, Nashville Tennessee) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8 MUDA: § 7	Tennessee (subject to applicable state law).

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

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Patient Visits of Company-Managed Clinics – Chart #1 and Chart #2

The tables below present certain historical revenue and related operating results for the Clinics managed by our parent (the "Company-Managed Clinics") that were open and in operation for the periods indicated below in calendar years 2019 and 2020. There were no franchised clinics open and operating during this period. As of the date of this disclosure document, the Company-Managed Clinics below were converting to being managed in accordance with the Anodyne system, but had not yet begun operating under the Anodyne name and marks. Except as noted, each of the Company-Managed Clinics listed below were existing medical practices.

Please carefully read all of the information in this Item 19, and all of the notes following the charts, in conjunction with your review of the historical data.

Chart #1

	Q1 2019	**Q2 2019**	**Q3 2019**	**Q4 2019**	**Trailing 12 Months Ending December 2019**
Clinic Location	Patient Visits	Patient Visits	Patient Visits	Patient Visits	Patient Visits
Anchorage, Alaska	2,065	2,342	2,437	2,219	9,063
Aurora, Illinois	1,890	2,277	2,287	2,330	8,784
Jacksonville, Florida	3,380	3,459	3,165	3,301	13,305
Muncie, Indiana	1,910	2,413	2,224	1,901	8,448
Nashville, TN	1,107	1,528	1,842	1,011	5,488
Ocala, Florida	2,944	3,060	2,927	2,862	11,793
Salt Lake City, Utah	1,085	1,295	1,020	1,021	4,421
St. George, Utah	1,449	1,511	1,577	1,677	6,214
Murfreesboro, Tennessee				587	587
Total	**15,830**	**17,885**	**17,479**	**16,909**	**68,103**

Chart #2

	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Trailing 12 Months Ending December 2020
Clinic Location	Patient Visits	Patient Visits	Patient Visits	Patient Visits	Patient Visits
Anchorage, Alaska	1,957	1,946	2,086	2,010	7,999
Aurora, Illinois	2,136	1,322	2,408	2,382	8,248
Jacksonville, Florida	3,236	3,383	3,781	3,926	14,326
Muncie, Indiana	1,777	1,594	1,740	1,839	6,950
Nashville, TN	984	1,013	970	736	3,703
Ocala, Florida	2,428	1,625	2,262	2,433	8,748
Salt Lake City, Utah	899	1,031	1,172	1,635	4,737
St. George, Utah	1,914	1,662	1,621	1,765	6,962
Murfreesboro, Tennessee[1]	1,125	988	1,116	370	3,599
Highland, Utah	-		344	675	1,019
Park City, Utah	-		193	221	414
Albuquerque, New Mexico	-		294	546	840
Total	**16,456**	**14,564**	**17,987**	**18,538**	**67,545**

1. The Chart #1 and Chart #2 above include all the Company-Managed Clinics that were open and operating during 2019 and 2020, with the exception of one clinic in Canton, Georgia, which did not fully convert to the System and operated for about six (6) months in 2019 before the conversion deal was unwound. All Company-Managed Clinics listed in Chart #1 were open for the same period of time as noted, since November 1, 2018. The Charts also reflect our only "new build" Company-Managed Clinic that previously operated in Murfreesboro, Tennessee. That location ceased operations in 2020 after its lease for its premises was terminated. One of our new managers is seeking to relocate this Company-Managed Clinic to a new location.

2. The Number of Patient Visits reflects the total number of patient visits (each visit by each person is 1 visit) who visited the Company-Managed Clinic during the sample time period. The physicians of each Company-Managed Clinic determine

[1] The Company-Managed Clinic located in Murfreesboro, Tennessee ceased operations in October 2020. The lease for the location terminated in October 2020 and a new operator for this Company-Managed Clinic is seeking to relocate it to a new location.

how many patients a physician must see in a given period or how many hours a physician must work each day. The same method of counting patient visits can be used by you.

3. Set out below is the description of the categories of services offered by all Company-Managed Clinics. You should note, however, that the amount of revenue generated by each of these categories of services may vary from location to location:

"Physical Medicine" -- services include but are not limited to: chiropractic adjustments, therapeutic massage, physical therapy, such as strengthening exercise, traction, stretching, and acupuncture. Not all Company-Managed Clinics provide all listed services.

"Traditional Medicine" -- services include but are not limited to: the use of x-rays, diagnostic blood testing, office visit patient assessment interviews, re-examinations, injection of anti-inflammation medication such as cortisone, trigger point injections. Not all Company-Managed Clinics provide all listed services.

"Functional Medicine" – services include the treatment of a specific patient need, such as weight loss, low thyroid, testosterone or estrogen production, all of which are treated with various courses of supplementation. Not all Company-Managed Clinics provide all listed services.

"Regenerative Medicine" – services include a form of care that includes the body's ability to heal itself in conjunction with

Average Revenue and Expenses of Company-Managed Clinics – Chart #3

The following Chart #3 provides the actual revenue and cost of sales of the Company-Managed Clinics. In the data below, we have provided the average, the high, the low and the median dollar figures under each of the categories listed below for these clinics. The notes that follow this chart provide further details regarding what is covered in each category. As noted above, the figures below do not reflect the operations of the Company-Managed Clinic location in Canton, Georgia for the reasons noted above. Further, the figures below reflect the operations of the Company-Managed Clinic in Murfreesboro, Tennessee while it was open from the fourth quarter of 2019 until October 2020 at its prior location. For purposes of the chart below, its operations were annualized for the full calendar year.

ANODYNE PAIN & WELLNESS SOLUTIONS INC
9 Company-Managed Clinics Open 12 Months Ending December 31, 2020
1 Company-Managed Clinic, Annualized Open 10 Months Ending December 31, 2020
For the Twelve Months Ending December 31, 2020

	*Average*** *($)*	*High ($)*	*Low ($)*	*Median ($)*
Clinic Revenue	$2,037,117	$2,945,222	$980,745	$1,937,150
AR Adjustment	($12,404)	$458,023	($299,323)	$0
Total Revenue	$2,024,713	$3,077,340	$766,153	$1,937,150
Cost of Sales	($669,174)	($1,437,012)	($116,295)	($637,020)
Gross Profit	$1,355,539	$2,351,523	$649,858	$1,226,940

****Please note that we have calculated the average, median, high and low values based on the data from the corresponding line item of the profit and loss statements for each Company-Managed Clinic (including annualized numbers for Murfreesboro). As a result, the individual figures in each category may not "add-up" to the total figures provided.**

The above categories are defined as follows:

- **Clinic Revenue** – Clinic revenue is the revenue generated in the Company-Managed Clinics for certain services provided to patients. Those services may vary from clinic to clinic and may include the following - Physical Therapy: (chiropractic, physical therapy); Traditional Medicine: (x-ray, evaluations, traditional injections); Regenerative Medicine: (regenerative medicine injections using no stem cells) and Functional Medicine. See also Note 3 under Chart #2 for additional detail on the services provided.

  Please note that the Clinic Revenue may or may not be equal to the expected Gross Revenues of the Franchise Business. Gross Revenues is defined in our Franchise Agreement as all revenue you collect and receive from operating the Business which includes all revenue received from the PC pursuant to the Administrative Services Agreement, all services and products sold, all amounts that you charge, invoice, collect, or receive at or away from the location, and whether from cash, check, credit or debit card, barter exchange, trade credit, or other credit transactions, but excluding all federal, state, or municipal sales, use, or service taxes collected from patients and paid to taxing authorities. In the event the PC fails to pay you any revenues that it is obligated to pay you under the Administrative Services Agreement, the amounts that it fails to pay you shall nonetheless be included in the calculation of Gross Revenue.

  An analysis of the charts above, along with an assessment of the administrative services fees you can expect to collect under applicable law, can provide some information regarding the expected and/or potential revenues of the Franchised Business. You are strongly encouraged to consult with your own financial advisors in reviewing the tables and in particular in estimating your revenue (and the revenue of the PC) as well as the types and amounts of costs and expenses that you will or may incur in operating your own Franchised Business. You are also advised to consult with an attorney regarding the foregoing in light of any corporate practice of medicine laws in the applicable jurisdiction.

- **AR Adjustment** – The AR adjustment reflects the accounts deemed to be non-collectable that have been written off in 2019 and in 2020 or more collections were received than anticipated which resulted in an increase in reported revenue.
- **Cost of Sales** – The cost of sales is the carrying value of goods sold during a particular period. For Regenerative Medicine, this generally refers to Russell Health Products. The other cost of sales includes costs for medical injections, imaging services, stem cells provided by various suppliers, and general medical supplies.

Revenue and Expenses of Two Company-Managed Clinics – Chart #4

The following Chart #4 provides the actual revenue and expenses for the Company-Managed Clinics that were designated as having the "high" (Jacksonville) and the "low" (Alaska) in the "Income from Operations" line item category in Chart #3. The notes that follow the Chart #3 also provide further details regarding what is covered in the "Clinic Revenue," "AR Adjustment" and "Cost of Sales" line items. The notes that follow this chart provide further details regarding what is covered in each additional category.

ANODYNE PAIN & WELLNESS SOLUTIONS INC
2 Company-Managed Clinics Open 12 Months Ending December 31, 2020
For the Twelve Months Ending December 31, 2020

	Alaska[2]	Jacksonville
Clinic Revenue	$1,065,476	$2,547,636
AR Adjustment	$(299,323)	$0
Total Revenue	**$766,153**	**$2,547,636**
Cost of Sales	$(116,295)	$(621,109)
Gross Profit	**$649,858**	**$1,926,527**
Salaries, Taxes, and Benefits	$930,749	$771,560
Supplies	$7,589	$18,495
Professional Fees	$36,831	$40,666
Technology Services	$21,331	$9,556
Contract Services	$65,256	$12,797
Fees – Other	$11,059	$21,526
Facility Rental	$141,390	$89,394
Building Services	$24,009	$14,833
Equipment Rental	$8,501	$5,153
Repairs and Maintenance	$0	$9,327
Insurance	$18,868	$30,125
Voice and Data	$11,014	$14,123
Postage and Delivery	$891	$2,853
Travel and Entertainment	$2,202	$10,830
Licenses and Taxes	$50	$2,769
Marketing and Advertising	$85,385	$81,448
Employee Recruiting and Retention	$5,339	$11,844
Other Operating Expenses	$12	$1,096
Total Operating Expenses	**$1,370,476**	**$1,148,395**

[2] The Alaska location has undergone a number of material changes in its effort to convert to the Anodyne System as a Company-Managed Clinic. It has had several changes in management and on-going operational challenges that has impacted its financial performance.

Income from Operations	**$(720,618)**	**$778,132**
Income from Operations as a % of Total Revenue	-94.06%	30.54%
Imputed Royalty Expense	$45,969	$152,858
Adjusted Income from Operations	**($766,587)**	**$625,274**
Marketing Expense *(reflecting what the percentage of "Marketing and Advertising" expense is of the Clinic Revenue)*	11.14% of Clinic Revenue	3.20% of Clinic Revenue
Imputed RCM Service Fee *(5% of Clinic Revenue)*	$38,308	$127,382

The above categories are defined as follows:

- **Salary, Wages & Benefits** – This is a comprehensive expense category including all labor costs, including independent contractors not on our payroll, employee benefits costs, workers' compensation, and human resources, and payroll services fees.
- **Supplies** - This expense reflects office supplies, office food and beverage expense, copies and printing, technology services (local IT support), and software services (business office software fees for certain software)
- **Professional Services –** The expense reflects outsourced accounting services fees incurred. This category can also include legal fees and collection agency fees.
- **Technology Services –** This expense reflects use of third party technology platforms or services related to IT support, including hosted servers, software services and website domain services.
- **Contract Services –** This expense reflects fees paid to service providers outside of contract labor for medical providers (which are included in the above category of "Salary, Wages & Benefits"), which are primarily billing services base on a percentage of collections.
- **Fees – Other** – This expense include credit card fees, Bank Fees, and Patient Financing Fees.
- **Facility Rental** – This expense covers occupancy base rent, pass-through expenses and common area maintenance charges. This expense category reflects the monthly rent payment for an office space which is typically 3,000 square feet.
- **Building Services** – This expense includes janitorial, building security, utilities, medical waste disposal, waste disposal and sanitation, and document shredding.
- **Equipment Rental** - This category covers office equipment rental for including copier leases, postage meters, and physical therapy equipment leases.
- **Repairs and Maintenance –** This category covers expenses for repairs and maintenance made to software, computers, autos, buildings, equipment, office equipment, and medical equipment.
- **Insurance** – This category covers expenses for professional and general liability insurance. It also covers medical malpractice insurance, providing coverage for any claim brought against caregivers and clinics for errors, omissions as a result of treatment. Typically, coverage amounts are as follows: $1 million per claim / $3 million per clinic location.
- **Voice and Data** - This category includes telephone and data and internet connectivity services.

- **Postage and Delivery** – This category covers costs related to sending mail, information and packages to patients.
- **Travel and Entertainment** - This category covers employee meals, client meals, airfare and mileage reimbursement.
- **Licenses & Taxes** - This category includes fees for annual corporate filings, business license renewals, and franchise excise taxes. These expenses vary by state.
- **Marketing and Advertising** – This expense category expense for Facebook, Tentacle Digital Marketing for website maintenance, Post Cared Mailings, Dr. Biz Boom (Regenerative Medicine Marketing System), seminar hosting, and promotional materials. See also Imputed Marketing Expenses for further disclosures.
- **Employee Recruiting and Retention** – This category covers fees paid to executive recruiters and for direct advertising related to hiring employees.
- **Other Operating Expenses** – These other expenses may include (i) financial services fees such as bank service fees, merchant credit card fees or (ii) miscellaneous expenses such as postage, overnight delivery and charitable contributions. Interest expense is also covered in the category.

* * *

None of the Company-Managed Clinics locations pay Royalty Fees (6% Gross Revenue), Marketing Fund Fees (2% of Gross Revenue) or an RCM Service Fee (5% of revenue processed). As a Franchisee, you will need to account for these fees as expenses for your business. The Royalty Fees have no equivalent in the expenses of the Company-Managed Clinics and are included as an imputed separate line item expense for the Company-Managed Clinics in the chart above. The Marketing Fund Fees and RCM Services have some equivalent or correlated expense within the Company-Managed Clinics, as explained below. We have imputed these fees in the chart above to account for these amounts.

- **Imputed Royalty Expense** - None of the Company-Managed Clinic locations pay Royalty Fees. We have imputed these fees to account for these amounts you will pay as a franchisee.

- **Marketing Expense** - None of the Company-Managed Clinic locations pay Marketing Fund Fees of 2% of Gross Revenue, as required under the Franchise Agreement. The Company-Managed Clinics are also not required to pay 5% of Gross Revenue in local advertising, as required under the Franchise Agreement. This aggregate of 7% of Gross Revenue in marketing expenses are amounts that you, as franchisee, will be required to pay. However, the above chart in the "Average" column reflects that Company-Managed Clinics have incurred other significant marketing expenses (6.86% of Clinic Revenue) and the "Median" column also reflects a similar amount spent on marketing, specifically 7.02% of Clinic Revenue. These figures from Company-Managed Clinics approximates the 7% of Gross Revenue that you would be expected to pay as a franchisee, accordingly we have not adjusted them. Of course, there is a range in marketing expenses highlighted above. The "Low" column in the chart reflects a marketing spend of 3.2% of Clinic Revenue in at least one Company-Managed Clinic which

is about half of what would be required to be spent on marketing expenses if the location(s) were owned and operated by a franchisee.

- **Imputed RCM Service Expense**– Revenue cycle management (RCM) is the process used by healthcare systems to track the revenue from patients, from their initial appointment or encounter with the healthcare system to their final payment of any balance due. The cycle reflects all administrative and clinical functions that contribute to the capture, management, and collection of patient service revenue. It is a cycle that describes and explains the life cycle of a patient (and subsequent revenue and payments) through a typical healthcare encounter from admission (registration) to final payment (or adjustment off of accounts receivables)

  In the Franchise Agreement, franchisees are required to use the RCM Service and, as a result, are changed 5.0% of revenue processed by their clinics. We have imputed these additional fees to account for these amounts you will pay as a franchisee in the chart above.

  None of the Company-Managed Clinic locations pay for the RCM Service. However, they do have in place and pay for the infrastructure to provide the RCM Service, which includes additional employee costs for collection matters to managing the RCM software for the entire System.

As a Franchisee, you will need to account for these fees as expenses for your business.

You should conduct an independent investigation of the costs and expenses you will or may incur in operating your Franchised Business. Franchisees listed in this disclosure document may be one source of this information.

In addition to the points noted above, your results will be affected by factors such as prevailing medical insurance reimbursement rates, prevailing economic or market area conditions, demographics, geographic location, your capitalization level, interest rates, the amount and terms of any financing that you may secure, the property values and lease rates, your business and management skills, staff strengths and weaknesses, and the cost and effectiveness of your marketing activities.

Some Company-Managed Clinics have earned this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Actual costs, expenses and revenues vary from business to business, and from franchisee to franchisee. We cannot estimate the results of any specific business or franchisee. Results of a new franchisee's franchised business are likely to differ from those of established company-owned businesses. The characteristics of the represented franchisee operations that may differ materially from that of a new franchisee include: services offered, existing patient base, repeat business, community awareness, length of time being open, awareness of location, establishment of physician's following, and digital marketing footprint.

We recommend that you make your own independent investigation about your franchised business' potential financial performance, and that you consult with your attorney and other advisors before signing any Franchise Agreement.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Gregg Rondinelli at 2 Music Circle South, Suite 101, Nashville, Tennessee 37203 and/or by telephoning him at 949-293-4866, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2018 to 2020

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Company-Owned**	2018	0	9	+9
	2019	9	9	0
	2020	9	11	+2
Total	2018	0	9	+9
	2019	9	9	0
	2020	9	11	+2

**The 11 outlets listed are owned by our parent entity.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Number of Transfers
N/A	2018	0
	2019	0
	2020	0
Total	2018	0
	2019	0
	2020	0

Table 3
Status of Franchised Outlets
For years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
N/A	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Total	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For years 2018 to 2020

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Alaska	2018	0	1	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Florida	2018	0	2	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
Georgia	2018	0	1	0	0	0	1
	2019	1	0	0	1	0	0
	2020	0	0	0	0	0	0
Illinois	2018	0	1	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Indiana	2018	0	1	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
New Mexico	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
	2020	0	1	0	0	0	1
Tennessee	2018	0	1	0	0	0	1
	2019	1	1	0	0	0	2
	2020	2	0	0	1	0	1
Utah	2018	0	2	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	2	0	0	0	4
Totals	**2018**	**0**	**9**	**0**	**0**	**0**	**9**
	2019	**9**	**1**	**0**	**1**	**0**	**9**
	2020	**9**	**3**	**0**	**1**	**0**	**11**

*The outlets listed are owned by our parent entity.

Table 5
Projected Openings As Of December 31, 2020

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets In The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets In the Next Fiscal Year
Arizona	4	2	0
Colorado	0	1	0
Delaware	1	1	0
Florida	2	2	0
Georgia	0	2	0
Idaho	1	1	0
Mississippi	1	1	0
Missouri	1	1	0
Nevada	3	1	0
New Jersey	0	1	0
New Mexico	0	0	0
Ohio	0	3	0
Pennsylvania	0	1	0
Tennessee	0	0	1
Texas	2	2	0
Utah	1	1	0
Total	16	20	1

Current Franchisees

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

Former Franchisees

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

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

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

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit F contains our audited financial statements dated as of December 31, 2020. Our fiscal year end is December 31.

Item 22
CONTRACTS

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

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
J. State Addenda to Agreements
K. Amendment to Waive Administrative Services Agreement
L. Conversion Amendment
M. Administrative Services Agreement
N. SBA Addendum to Franchise Agreement
O. Form of Founders' Promissory Note
P. eClinicalWorks End User Agreement
Q. State Effective Dates
R. Receipts

Item 23
RECEIPTS

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

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Business Oversight 1515 K Street Suite 200 Sacramento, CA 95814-4052 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	$_____
3.	**Protected Search Area**	_____
4.	**Location**	_____
5.	**Territory**	_____
6.	**Opening Deadline**	_____
7.	**Principal Executive**	_____
8.	**Franchisee's Address**	_____

FRANCHISE AGREEMENT

This Agreement is made between Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising"), and Franchisee effective as of the date signed by Anodyne Franchising (the "Effective Date").

Background Statement:

A. Anodyne Franchising and its affiliate Anodyne Pain & Wellness Solutions, Inc., have created and own a system (the "System") for businesses (each, an "Anodyne business") that develop and provide administrative and management services to Anodyne branded pain management clinics.

B. The System includes (1) methods, procedures, and standards for developing and providing administrative and management services to pain management clinics, (2) plans, specifications, equipment, signage and trade dress for pain management clinics, (3) recommendations for products and services, (4) the Marks, (5) training programs for non-medical tasks, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by Anodyne Franchising from time to time.

C. The pain management clinics developed and managed by an Anodyne business in accordance with the System ("Anodyne Clinics") operate under the trade name "Anodyne."

D. The parties desire that Anodyne Franchising license the Marks and the System to Franchisee for Franchisee to develop and manage an Anodyne Clinic that will provide, through independent physicians and professionally licensed persons or entities, on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

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

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

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

"**Clinic**" means the pain management clinic developed and supported by the Business.

"**Competitor**" means any business which offers non-surgical, non-opioid, comprehensive multidisciplinary approach for pain management solutions.

"**Confidential Information**" means all non-public information of or about the System, Anodyne Franchising, and any Anodyne business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply

systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

"**Gross Revenue**" all revenue Franchisee collects and receives from operating the Business which includes all revenue received from the PC pursuant to the Administrative Services Agreement, all services and products sold, all amounts that you charge, invoice, collect, or receive at or away from the Location, and whether from cash, check, credit or debit card, barter exchange, trade credit, or other credit transactions, but excluding all federal, state, or municipal sales, use, or service taxes collected from patients and paid to taxing authorities.

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

"**Location**" means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

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

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

"**Marketing Fund**" means the fund established (or which may be established) by Anodyne Franchising into which Marketing Fund Contributions are deposited.

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

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

"**PC**" means the professional corporation, professional limited liability company or other professional entity as permitted by law in the state to operate the Clinic.

"**Remodel**" means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new Anodyne business.

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

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards for the Business under the System as determined by Anodyne Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1.

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

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Anodyne Franchising grants to Franchisee the right to operate an Anodyne business solely at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate an Anodyne business at the Location for the entire term of this Agreement.

2.2 Professional Corporation Under Management. Prior to commencing operations of the Business, Franchisee must enter into an administrative services agreement with a PC whereby Franchisee will provide to the PC administrative and management services and support consistent with the System and as outlined in our form of Administrative Services Agreement to support the PC's pain management practice and its delivery of pain management services and related products to patients, consistent with all applicable laws and regulations. The PC shall employ and control the physicians and professionally licensed personnel, including nurses, nurse practitioners and medical receptionists, together with the general practitioners, and any other professionals who will provide the actual pain management services at the Clinic. Franchisee will not provide any actual medical services, nor will Franchisee supervise, direct, control or suggest to the PC or its physicians or employees the manner in which the PC provides or may provide medical services to its patients. Franchisee acknowledges and agrees that neither Anodyne Franchising nor its affiliates will provide any medical services, nor will Anodyne Franchising supervise, direct, control or suggest to the PC or its physicians or employees the manner in which the PC provides medical services to its patients. Franchisee must use the standard form of Administrative Services Agreement (attached as Attachment 4 hereto); however, Franchisee may negotiate the monetary terms and, with the written consent of Anodyne Franchising, certain other terms of the relationship with the PC. Franchisee must obtain written approval of the final Administrative Services

Agreement from Anodyne Franchising prior to its execution. Anodyne Franchising must approve the PC candidate. Franchisee shall ensure that the PC offers all services in accordance with the Administrative Services Agreement and the System. Franchisee must have an Administrative Services Agreement in effect with a PC at all times during the operation of the Business. If Franchisee is unable to find a suitable PC that will own and operate the Clinic within 365 days after executing this Agreement, Anodyne Franchising reserves the right to terminate this Agreement.

2.3 Protected Territory. Anodyne Franchising shall not establish, nor license the establishment of, another business within the Territory selling the same or similar goods or services under the same or similar trademarks or service marks as an Anodyne business. Anodyne Franchising retains the right to:

(i) develop and manage, and license others to develop and manage, Anodyne Clinics outside the Territory, notwithstanding their proximity to the Territory or their impact on the Business or the Clinic;

(ii) operate and license others to operate businesses anywhere that do not operate under the Anodyne brand name; and

(iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Anodyne outlets.

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

2.5 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Anodyne Franchising's reasonable approval.

2.6 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to Anodyne Franchising, in the form of Attachment 3.

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

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 5 years each, subject to the following conditions prior to each expiration:

(i) Franchisee notifies Anodyne Franchising of the election to renew between 90 and 180 days prior to the end of the term;

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

(iii) Franchisee has made or agrees to make (within a period of time acceptable to Anodyne Franchising) renovations and changes to the Business as Anodyne Franchising requires (including a Remodel, if applicable) to conform to the then-current System Standards;

(iv) Franchisee and its Owners execute Anodyne Franchising's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section;

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

(vi) Franchisee shall not be charged a fee for a renewal;

ARTICLE 4. FEES

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

4.2 Royalty Fee. Franchisee shall pay Anodyne Franchising a weekly royalty fee (the "Royalty Fee") equal to 6% of Gross Revenue; provided, however, as part of our Veterans Program, active members of the United States Armed Forces and those were honorably discharged ("U.S. Veterans") are entitled to pay Anodyne Franchising a reduced royalty of 4% of Gross Revenue for the first year of operation commencing on the date the new Business opens ("Veterans Program"). If Franchisee is a limited liability company, corporation, partnership or other entity, to qualify to participate in the Veterans Program, such Franchisee entity must be at least fifty-one percent (51%) directly-owned by one or more U.S. Veterans. Franchisee and Anodyne Franchising agree and acknowledge that Anodyne Franchising may modify or discontinue the Veterans Program at any time

The Royalty Fee for any given week is due on the first Tuesday of the following week.

4.3 Marketing Contributions.

(a) Marketing Fund Contribution. Franchisee shall pay Anodyne Franchising a contribution to the Marketing Fund (the "Marketing Fund Contribution") equal to 2% of Franchisee's Gross Revenue (or such lesser amount as Anodyne Franchising determines), at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Revenue (or other amount) determined by the Market Cooperative.

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee to Anodyne Franchising's training program after opening, Anodyne Franchising may charge its then-current training fee. As of the date of this Agreement, the training fee is $500 per person.

4.5 Non-Compliance Fee. Anodyne Franchising may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to Anodyne Franchising) which Franchisee fails to cure after 30 days' notice. This fee is a reasonable estimate of Anodyne Franchising's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of Anodyne Franchising's other rights and remedies (including default and termination under Section 14.2).

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

4.7 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, and any other amounts owed to Anodyne Franchising by pre-authorized bank draft or in such other manner as Anodyne Franchising may require. Franchisee shall comply with Anodyne Franchising's payment instructions.

(b) Calculation of Fees. Franchisee shall report weekly Gross Revenue to Anodyne Franchising by Tuesday of the following week. If Franchisee fails to report weekly Gross Revenue, then Anodyne Franchising may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Gross Revenue reported to Anodyne Franchising, and the parties will true-up the actual fees after Franchisee reports Gross Revenue. Franchisee acknowledges that Anodyne Franchising has the right to remotely access Franchisee's point-of-sale system to calculate Gross Revenue.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or,

if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

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

(e) Costs of Collection. Franchisee shall repay any costs incurred by Anodyne Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

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

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

ARTICLE 5. ASSISTANCE

5.1 Manual. Anodyne Franchising shall make its Manual available to Franchisee.

5.2 Assistance in Hiring Employees. Anodyne Franchising shall provide its suggested staffing levels to for the Business and the Clinic to Franchisee. Anodyne Franchising shall provide suggested guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility in accordance with applicable law.

5.3 Assistance in Training Employees. Anodyne Franchising shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees.

5.4 Pre-Opening Assistance.

(a) Selecting Location. Anodyne Franchising shall provide its criteria for Anodyne locations to Franchisee. Anodyne Franchising will review and advise Franchisee regarding potential locations submitted by Franchisee.

(b) Pre-Opening Plans, Specifications, and Vendors. Within a reasonable period of time after the Effective Date, Anodyne Franchising shall provide Franchisee with (i) Anodyne Franchising's sample set of standard building plans and specifications and/or standard recommended floor plans; (ii) the applicable System Standards, (iii) other specifications as Anodyne Franchising deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (iv) Anodyne Franchising's lists of Approved Vendors and/or Required Vendors.

(c) Business and Marketing Plan Review. For newly developed Clinics, Anodyne Franchising shall review and advise on Franchisee's pre-opening business plan, market

introduction plan and financial projections. **Franchisee acknowledges that Anodyne Franchising accepts no responsibility for the performance of the Business.**

(d) Pre-Opening Training. Anodyne Franchising will not provide pre-opening training for converting Clinics but it will provide pre-opening training for newly developed Clinics

(e) On-Site Opening Assistance. Anodyne Franchising will not have a representative present for Franchisee's business opening or for onsite opening training and assistance.

5.5 Post-Opening Assistance.

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

(b) Pricing. Upon request, Anodyne Franchising will provide recommended prices for products and services offered by franchisees of the System and Anodyne Clinics.

(c) Procedures. Anodyne Franchising will provide Franchisee with Anodyne Franchising's recommended administrative, bookkeeping, accounting, and inventory control procedures. Anodyne Franchising may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. Anodyne Franchising shall manage the Marketing Fund.

(e) Internet. Anodyne Franchising shall maintain a website for Franchisee, which will include the location of the Clinic and its telephone number.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location for the Clinic within the Protected Search Area described on the Summary Page. Franchisee shall submit its proposed Location to Anodyne Franchising for acceptance, with all related information Anodyne Franchising may request. If Anodyne Franchising does not accept the proposed Location in writing within 30 days, then it is deemed rejected. Anodyne Franchising shall use its reasonable discretion in consenting to any proposed Location.

(ii) When Anodyne Franchising accepts the Location, it shall issue a Location Acceptance Letter in the form of Attachment 2 which states the Location and Territory. Anodyne Franchising shall determine the Territory in its good faith discretion, substantially in accordance with Item 12 of the Franchise Disclosure Document.

(iii) **Anodyne Franchising's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful, and Anodyne Franchising has no liability to Franchisee with respect to the location of the Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by Anodyne Franchising, Franchisee must submit the proposed lease to Anodyne Franchising for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by Anodyne Franchising.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with Anodyne Franchising's System Standards. If required by Anodyne Franchising, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining Anodyne Franchising's approval of Franchisee's plans. Anodyne Franchising may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by Anodyne Franchising or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and Anodyne Franchising assumes no liability with respect thereto. Anodyne Franchising's inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. Anodyne Franchising will require or provide a training program for new franchisees.

6.5 Conditions to Opening. Franchisee shall notify Anodyne Franchising at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Anodyne Franchising has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of Anodyne Franchising's required pre-opening training; and (7) Anodyne Franchising has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Deadline. Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. Franchisee and the Business and PC shall comply with all laws and regulations. Franchisee must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Business and must ensure that PC secures and maintains in force the other licenses applicable to the management of the Clinic. Franchisee and must operate the Franchised Business and PC in full compliance with all applicable laws, ordinances and regulations, including, without limitation, HIPAA, other federal, state and local regulations regarding the provision of medical services, government regulations relating to occupational hazards, health, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. Franchisee shall not employ, and shall ensure that the PC does not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in the files of the Business. Franchisee must comply with and ensure that the PC complies with all state and local laws and regulations regarding the staffing and operation of a pain management client. Franchisee shall ensure that the Business and PC have a compliance program(s) that meets the requirements set forth in Attachment 5 to this Agreement. Anodyne Franchising shall have no liability related to Franchisee's, the Owner's, the Business's or PC's legal compliance.

7.3 Products, Services, and Methods of Sale. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by Anodyne Franchising in the Manual or otherwise in writing. Franchisee shall make sales only to retail patients, and only at the Location. Unless otherwise approved or required by Anodyne Franchising, Franchisee shall not make sales by any other means, including without limitation by wholesale, by delivery, by mail order or over the internet, or at temporary or satellite locations. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Anodyne Franchising may require.

7.4 Prices. Notwithstanding any provision of this Agreement or the Manual to the contrary, Franchisee retains the sole discretion to determine the prices it charges for products and services.

7.5 Personnel.

(a) Management. The Business must at all times be under the on-site supervision of the Principal Executive or a general manager who has completed Anodyne Franchising's training program. Franchisee must ensure that each Clinic is under the direct on-premises supervision of a Clinic Administrator (which may be an owner of Franchisee) that meets the minimum qualifications, receives such certification(s), and has completed the training programs that Anodyne Franchising may require.

(b) Service. Franchisee shall cause its personnel and Clinic employees to render competent and courteous service to all patients and members of the public; provided, however, that nothing in this provision shall be construed to interfere in the manner in which the PC provides medical services to its patients.

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

(d) Qualifications. Anodyne Franchising may set minimum qualifications for categories of employees employed by Franchisee and the PC, provided, however, that nothing in this provision shall be construed to interfere in the manner in which the PC provides medical services to its patients.

(e) Key Personnel. Franchisee shall make reasonable efforts to ensure that each PC owner, and clinician, is subject to transfer restrictions preventing such owners from transferring the PC without permission and permitting Franchisee to replace an owner that fails to work required hours and maintain appropriate standards, to the extent permitted by law.

(f) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Anodyne Franchising are not joint employers, and no employee of Franchisee will be an agent or employee of Anodyne Franchising. Within seven days of Anodyne Franchising's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not Anodyne Franchising) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

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

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Anodyne Franchising. Franchisee shall enter into any subscription and support agreements that Anodyne Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as Anodyne Franchising may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give Anodyne Franchising unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by Anodyne Franchising.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints regarding the Clinic. Anodyne Franchising may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Anodyne Franchising may require Franchisee to reimburse Anodyne Franchising for any expenses; provided, however,

that nothing in this provision shall be construed to interfere in the manner in which the PC provides medical services to its patients.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Anodyne Franchising for obtaining patient evaluations, reviewing Franchisee's compliance with the System, and/or managing patient complaints, which may include (but are not limited to) a customer feedback system, patient survey programs, and mystery shopping. Anodyne Franchising shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Anodyne Franchising for such programs.

7.10 Payment Systems. Franchisee shall accept payment on behalf of the Clinic from patients in any form or manner designated by Anodyne Franchising (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Anodyne Franchising. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Maintenance and Repair. Franchisee shall at all times keep the Clinic in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Clinic as Anodyne Franchising may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.12 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, Anodyne Franchising may require Franchisee to undertake and complete a Remodel of the Location to Anodyne Franchising's satisfaction. Franchisee must complete the Remodel in the time frame specified by Anodyne Franchising. Anodyne Franchising may require the Franchisee to submit plans for Anodyne Franchising's reasonable approval prior to commencing a required Remodel. Anodyne Franchising's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term (except that a Remodel may be required as a condition to renewal of the term or a Transfer), and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.13 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that Anodyne Franchising requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.14 Insurance.

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

(i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);

(ii) Business interruption insurance covering at least 12 months of income;

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

(iv) Medical Malpractice insurance as required by your local market and state laws; and

(v) Workers Compensation coverage as required by state law.

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

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to Anodyne Franchising prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Anodyne Franchising.

7.15 Suppliers and Landlord. Franchisee shall pay all vendors and suppliers in a timely manner. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location.

7.16 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Anodyne, the Business, or any particular incident or occurrence related to the Business, without Anodyne Franchising's prior written approval, which will not be unreasonably withheld.

7.17 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without Anodyne Franchising's prior written approval, which will not be unreasonably withheld.

7.18 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the Anodyne Business. Franchisee

shall not use assets of the Business for any purpose other than the Business. If Franchisee is an entity, the entity shall not own or operate any other business except the Business.

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

7.20 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Anodyne Franchising. Franchisee must display at the Business signage prescribed by Anodyne Franchising identifying the Location as an independently owned franchise.

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

ARTICLE 8. SUPPLIERS AND VENDORS

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

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

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

8.4 Purchasing. Anodyne Franchising may negotiate prices and terms with vendors on behalf of the System. Anodyne Franchising may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees. Anodyne Franchising has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor, and impose a reasonable markup or charge for administering the payment program.

Anodyne Franchising may implement a centralized purchasing system. Anodyne Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Anodyne Franchising may determine.

8.5 No Liability of Franchisor. Anodyne Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If Anodyne Franchising or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Anodyne Franchising or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

8.7 PC Approval of Inputs. Notwithstanding anything else in this Agreement, Anodyne Franchising and Franchisee acknowledge and agree that that the selection and use of any Inputs used in connection with medical services provided by the PC to its patients will be subject to the PC's approval based on the professional opinion of the PC's physicians. Franchisee agrees to purchase or lease approved brands, types, or models of products and equipment only from suppliers we designate or approve (which may include or be limited to us). If Franchisee or the PC wishes to use any medical equipment or medical related product other than items that Anodyne Franchising has previously approved, Franchisee must first submit a written request for approval, which Anodyne Franchising will not unreasonably withhold if the proposed medical equipment or medical product meets the System Standards, and any applicable rules or regulations, as determined by the PC's physician(s).

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by Anodyne Franchising. Anodyne Franchising may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, include any social media policy that Anodyne Franchising may prescribe. Franchisee shall implement any marketing plans or campaigns determined by Anodyne Franchising. Franchisee agrees to independently verify that all advertising proposed and used by Franchisee is strict compliance with, the local rules and regulations regarding the operation, management and advertising of or for a pain management clinic.

9.2 Use by Anodyne Franchising. Anodyne Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to Anodyne Franchising for such purpose.

9.3 Marketing Fund. Anodyne Franchising may establish a Marketing Fund to promote the System on a local, regional, national, and/or international level. If Anodyne Franchising has established a Marketing Fund:

(a) Separate Account. Anodyne Franchising shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from Anodyne Franchising's other accounts.

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

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

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

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

(f) Financial Statement. Anodyne Franchising will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of Anodyne Franchising's fiscal year and will provide the financial statement to Franchisee upon request.

9.4 Marketing Cooperatives. Anodyne Franchising may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. Anodyne Franchising shall not require Franchisee to be

a member of more than one Market Cooperative. If Anodyne Franchising establishes a Market Cooperative:

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

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

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

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Revenue.

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

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

9.5 Required Spending. Franchisee shall spend a minimum of at least 5% of Gross Revenue each month on marketing the Business. Upon request of Anodyne Franchising, Franchisee shall furnish proof of its compliance with this Section. Anodyne Franchising has the sole discretion to determine what activities constitute "marketing" under this Section. Anodyne Franchising may, in its reasonable discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

9.6 Market Introduction Plan. If Franchisee is opening a newly developed Clinic, Franchisee must develop a market introduction plan and obtain Anodyne Franchising's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

ARTICLE 10. RECORDS AND REPORTS

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

10.2 Reports.

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

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

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Anodyne Franchising's fiscal year; and

(iii) any information Anodyne Franchising requests in order to prepare a financial performance representation for Anodyne Franchising's franchise disclosure document.

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

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

(d) Other Information. Franchisee shall submit to Anodyne Franchising such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Anodyne Franchising may reasonably request.

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

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

10.5 Records Audit. Anodyne Franchising may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Anodyne Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Anodyne Franchising. Franchisee shall also reimburse Anodyne Franchising for all costs and expenses of the examination or audit if (i) Anodyne Franchising conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Revenue by 3% or more for any 4-week period.

Subject to any applicable laws pertaining to the privacy of consumer, employee, and transactional information, including but not limited to HIPAA, you agree to provide us, or designated suppliers of support services that use such data to provide services to the Franchised Business, with the reports that we may reasonably request. You agree to allow us to have independent access to the information generated or stored in your Computer System. During any periods that we have independent access, we may access the Computer System as we deem appropriate (including on a continual basis), and retrieve all information concerning your Franchised Business's operation, subject to your and our compliance with HIPAA or other applicable law relating to confidentiality of patient records. There are no contractual limitations on our right to access your Company System for information and data.

ARTICLE 11. FRANCHISOR RIGHTS

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

11.2 Inspections. Anodyne Franchising may enter the premises of the Business from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate with Anodyne Franchising's inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and patients, and removing samples of products, supplies and materials. Anodyne Franchising may videotape and/or take photographs of the inspection and the Business. Anodyne Franchising may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting Anodyne Franchising's other rights under this Agreement, Franchisee will, as

soon as reasonably practical, correct any deficiencies noted during an inspection. If Anodyne Franchising conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed inspection), then Anodyne Franchising may charge all out-of-pocket expenses plus its then-current inspection fee to Franchisee.

11.3 Anodyne Franchising's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, Anodyne Franchising may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Anodyne Franchising for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, Anodyne Franchising may (i) require that Franchisee pay cash on delivery for products or services supplied by Anodyne Franchising, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Anodyne Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Anodyne Franchising are in addition to any other right or remedy available to Anodyne Franchising.

11.5 Business Data. Subject to any applicable laws pertaining to the privacy of consumer, employee, and transactional information, including but not limited to HIPAA, you agree to provide us, or designated suppliers of support services that use such data to provide services to the Franchised Business, with the reports that we may reasonably request. You agree to allow us to have independent access to the information generated or stored in your Computer System. During any periods that we have independent access, we may access the Computer System as we deem appropriate (including on a continual basis), and retrieve all information concerning your Franchised Business's operation, subject to your and our compliance with HIPAA or other applicable to confidentiality of patient records. You and we shall execute the Business Associate Agreement attached hereto as Attachment 4 to ensure such compliance. There are no contractual limitations on our right to access your Company System for information and data. All customer data and other non-public data generated by the Business is Confidential Information. All non-medical Confidential Information is exclusively owned by Anodyne Franchising. Anodyne Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

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

11.7 Communication Systems. If Anodyne Franchising provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Anodyne Franchising to access such communications (subject to compliance with HIPAA and other requirements).

11.8 Delegation. Anodyne Franchising may delegate any duty or obligation of Anodyne Franchising under this Agreement to an affiliate or to a third party.

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

11.10 Temporary Public Safety Closure. If Anodyne Franchising discovers or becomes aware of any aspect of the Business which, in Anodyne Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon Anodyne Franchising's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. Anodyne Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

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

12.2 Change of Marks. Anodyne Franchising may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Anodyne Franchising makes any such change, Franchisee must comply with the change and Anodyne Franchising shall cover the out-of-pocket expenses related to such modification or discontinuance but shall not be liable for any other related claims of damage, including but not limited to, claims of loss of goodwill or lost profits.

12.3 Infringement.

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

(b) Infringement by Third Party. Franchisee shall promptly notify Anodyne Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party.

Anodyne Franchising may, in its sole discretion, commence or join any claim against the infringing party.

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

12.4 Name. If Franchisee is an entity, it shall not use the word[s] "Anodyne" or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Anodyne Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Anodyne Franchising, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Anodyne Franchising (except for Confidential Information which Anodyne Franchising licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor within ten miles of Franchisee's Territory or the territory of any other Anodyne business operating on the date of termination or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Anodyne Franchising. Franchisee agrees that the existence of any claim it may have against Anodyne Franchising shall not constitute a defense to the enforcement by Anodyne Franchising of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. Franchisee will cause its general manager and other key employees to sign Anodyne Franchising's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

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

14.2 Termination by Anodyne Franchising.

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

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

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

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

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

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

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

(v) Franchisee loses possession of the Location;

(vi) Franchisee or any Business, PC or Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vii) Franchisee abandons or ceases operation of the Business for more than five consecutive days;

(viii) Franchisee or any Owner slanders or libels Anodyne Franchising or any of its employees, directors, or officers;

(ix) Franchisee refuses to cooperate with or permit any audit or inspection by Anodyne Franchising or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

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

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

(xii) Anodyne Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate) (provided that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not give Anodyne Franchising the right to terminate this Agreement);

(xiii) Franchisee or any Owner is accused by any governmental authority or third party of any act that in Anodyne Franchising's opinion is reasonably likely to materially and unfavorably affect the Anodyne brand, or is charged with, pleads guilty to, or is convicted of a felony;

(xiii) The Clinic terminates its relationship with Franchisee under the Administrative Services Agreement; or

(xiv) Franchisee is unable to find a suitable PC that will own and operate the Clinic within 365 days after executing this Agreement.

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

(i) pay all amounts owed to Anodyne Franchising based on the operation of the Business through the effective date of termination or expiration;

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

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Anodyne Franchising or any new franchisee as may be directed by Anodyne Franchising, and Franchisee hereby irrevocably appoints Anodyne Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks.

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

14.5 [reserved]

14.6 Purchase Option. When this Agreement expires or is terminated, Anodyne Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to Anodyne Franchising. To exercise this option, Anodyne Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that Anodyne Franchising elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Anodyne Franchising's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. Anodyne Franchising may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Anodyne Franchising. If Anodyne Franchising exercises the purchase option, Anodyne Franchising may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by Anodyne Franchising to cure defaults under Franchisee's lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, Anodyne Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. Anodyne Franchising may withhold 25% of the purchase price for

90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Anodyne Franchising may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

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

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

(i) Anodyne Franchising receives a transfer fee equal to $10,000 per Clinic plus any broker fees incurred by Anodyne Franchising; provided, however, such transfer fee shall not in any event exceed twenty percent (20%) of the amount paid per Clinic;

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

(iii) the proposed assignee is not a Competitor;

(iv) the proposed assignee executes Anodyne Franchising's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement;

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.6;

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

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

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

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

(x) if any Transfer includes (a) substantially all assets located at or used in the operation of the Business or the entire equity ownership of Franchisee; and (b) the proposed purchase price exceeds three (3) times EBITDA of the Business for the prior calendar year, as reasonably calculated by Anodyne Franchising ("Minimum Franchisee Proceeds"), Franchisee shall pay to Anodyne Franchising an "Appreciation Fee" of fifty percent (50%) of any amount above the Minimum Franchisee Proceeds. Such Appreciation Fee shall be paid to Anodyne Franchising in a lump sum payment upon the closing of the Transfer. For the avoidance of doubt, the EBIDTA of the Business for the prior calendar year shall be calculated using generally accepted accounting principles, and Franchisee agrees not to challenge any purchase price so calculated.[3]

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Anodyne Franchising, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.4; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Anodyne Franchising, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.6.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by Anodyne Franchising (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within 12 months after death or incapacity. Such transfer must comply with Section 15.2.

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

[3] By way of example, if a proposed assignee ("Purchaser") offers to purchase Franchisee Business X for $3,900,000, and Franchisee Business X had an EBITDA of $300,000 for the prior calendar year, the Purchaser is offering to purchase the Franchisee Business X at thirteen (13) times the EBITDA ($3,900,000 / $300,000 = 13). If the transaction closes, the Franchisee would receive 100% of the first three (3) times of EBITDA as its Minimum Franchisee Proceeds. The remaining ten (10) times EBITDA would split between Anodyne Franchising and Franchisee. Anodyne Franchising would receive an Appreciation Fee of fifty percent (50%) of the remaining ten (10) times EBITDA, for a total multiple of five (5) times EBITDA. The Franchisee would receive the other fifty percent (50%) of the remaining ten (10) times EBITDA, for a total of a multiple of eight (8) times EBITDA. In sum, the total purchase price totaling $3,900,000 would be shared as follows: $2,400,000 to Franchisee ($300,000 x 8) and $1,500,000 to Franchisor ($300,000 x 5).

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

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

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Anodyne Franchising) Anodyne Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Anodyne Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of, or any legal non-compliance associated with, the Business and the PC. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

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

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

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

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

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

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

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

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

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

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

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

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

ARTICLE 18. MISCELLANEOUS

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

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Anodyne Franchising, and Anodyne Franchising's affiliates.

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

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

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

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

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

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Anodyne Franchising, addressed to 2 Music Circle South, Suite 101, Nashville TN 37203. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Anodyne Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time (regardless of any course of dealing by the parties),

Anodyne Franchising may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Anodyne Franchising specifies, or (ii) bind Franchisee to a renewal term of 5 years, and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

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

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

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in Anodyne Franchising's Disclosure Document.

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.

(3) That no person acting on Anodyne Franchising's behalf made any statement or promise regarding the costs involved in operating an Anodyne franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on Anodyne Franchising's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on Anodyne Franchising's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue an Anodyne franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on Anodyne Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between Anodyne Franchising and Franchisee concerning the Anodyne franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

ANODYNE FRANCHISING, LLC

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

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

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

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

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

State: _____

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

Name	Shares or Percentage of Ownership

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

Name	Title

Attachment 2 to Franchise Agreement

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by Anodyne Franchising, LLC for your Anodyne franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

   _____

2. The Territory of the Business is:

   _____

ANODYNE FRANCHISING, LLC

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

Attachment 3 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising").

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

Guarantor agrees as follows:

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

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Anodyne Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Anodyne Franchising, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by

Anodyne Franchising or its affiliates (except for Confidential Information which Anodyne Franchising licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Anodyne Franchising. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor located within five miles of Franchisee's Territory or the territory of any other Anodyne business operating on the date of termination or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Anodyne Franchising. Guarantor agrees that the existence of any claim it or Franchisee may have against Anodyne Franchising shall not constitute a defense to the enforcement by Anodyne Franchising of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which Anodyne Franchising may from time to time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Tennessee (without giving effect to its principles of conflicts of law). The parties agree that any Tennessee law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Anodyne Franchising all costs incurred by Anodyne Franchising (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

_____

Name: _____

Address: _____

_____

_____

Date: _____

_____

Name: _____

Address: _____

_____

_____

Date: _____

_____

Name: _____

Address: _____

_____

_____

Date: _____

Attachment 4 to Franchise Agreement

SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT ADDENDUM

THIS SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT ADDENDUM ("Addendum") supplements that Franchise Agreement ("Agreement") made by and between [_____] ("Business Associate"), and **Anodyne Franchising LLC** ("Subcontractor Business Associate") (Business Associate and Subcontractor Business Associate are each referred to herein as a "Party," and collectively the "Parties"), and is effective the later of the ____ day of _____, 20_____ and the date of the Agreement (the "Effective Date").

W H E R E A S

A. The Business Associate is subject to, and must comply with, certain provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended from time to time including Sections 13400 through 13424 of the Health Information Technology for Economic Clinical Health Act (the "HITECH Act") and the corresponding Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"), and the Notification in the Case of Breach of Unsecured Protected Health Information (the "Breach Notification Rule"), each of which are incorporated herein by reference.

B. Subcontractor Business Associate is a contractor that provides services to the Business Associate and that the Business Associate deems to be a "business associate" under the Privacy Rule and/or Security Rule.

C. Subcontractor Business Associate is subject to, and must comply with, certain provisions of the Privacy Rule, the Security Rule and the Breach Notification Rule, as required by the HITECH Act.

D. Subcontractor Business Associate acknowledges that the Business Associate must comply with certain provisions of HIPAA and its corresponding regulations, and that in order to achieve such compliance, the Agreement must contain certain satisfactory assurances that Subcontractor Business Associate will appropriately safeguard Protected Health Information and Electronic Protected Health Information (collectively referred to herein as "PHI") that it receives from, or creates or receives on behalf of, the Business Associate.

E. The Business Associate seeks certain assurances from Subcontractor Business Associate, and Subcontractor Business Associate wishes to provide such assurances to the Business Associate, to help it achieve and maintain compliance with the Privacy Rule, Security Rule and Breach Notification Rule.

F. By this Addendum, the Business Associate and Subcontractor Business Associate wish to supplement the terms and conditions of the Agreement to include provisions required by the HITECH Act, the Privacy Rule, the Security Rule and the Breach Notification Rule in order to bring the relationship between the Parties into compliance therewith.

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Business Associate and Subcontractor Business Associate agree as follows:

ARTICLE I
DEFINITIONS

Unless otherwise defined herein, terms used in this Addendum have the same meanings as those terms defined in the Privacy Rule (45 C.F.R. § 160.103 and § 164.501), the Security Rule (45 C.F.R. Parts 160, 162 and 45 C.F.R. § 164.304), and the Breach Notification Rule (45 C.F.R. § 164.402).

ARTICLE II
PERMITTED USES AND DISCLOSURES OF PHI

Pursuant to the Agreement, Subcontractor Business Associate provides training, standards, support, software and billing systems, and other services ("Services") for the Business Associate that may involve access to or the use and/or disclosure of PHI that may be obtained from Business Associate. Except as otherwise specified herein, Subcontractor Business Associate may use or disclose such PHI only in accordance with the Privacy Rule and Security Rule (as applicable) and only to perform those functions, activities or services for, or on behalf of, the Business Associate as specified in the Agreement, provided that use or disclosure would not violate (i) the Privacy Rule or Security Rule if done by a covered entity or (ii) the minimum necessary policies and procedures of the covered entity for which Business Associate provides services.

Subcontractor Business Associate may use and disclose PHI created or received by Subcontractor Business Associate on behalf of Business Associate if necessary for the proper management and administration of Subcontractor Business Associate or to carry out Subcontractor Business Associate's legal responsibilities, if (i) the disclosure is required by law, or (ii) Subcontractor Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the Subcontractor Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.

ARTICLE III
RESPONSIBILITIES OF SUBCONTRACTOR BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Subcontractor Business Associate agrees to do the following:

3.1 ***Use.*** Subcontractor Business Associate agrees to use and/or disclose PHI only as permitted or required by this Addendum or as otherwise required by law.

3.2 ***Safeguards.*** Subcontractor Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI it creates, receives, maintains or transmits on behalf of

Business Associate, and that reasonably prevent the use or disclosure of the PHI except as described in this Addendum. Subcontractor Business Associate shall comply, as applicable, with the requirements of the Security Rule.

3.3 ***Reporting to Business Associate.*** Subcontractor Business Associate will report to the Business Associate any security incident or use or disclosure of PHI of which it becomes aware that is not permitted or required by this Addendum.

3.4 ***Mitigation.*** Subcontractor Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to it resulting from a use or disclosure of PHI in violation of the terms of this Addendum. These efforts will include, but not be limited to, ensuring that the improper use of PHI is discontinued immediately, seeking return or destruction of the improperly disclosed PHI, and ensuring that any person to whom PHI was improperly disclosed will not redisclose such information.

3.5 ***Agents.*** Subcontractor Business Associate agrees to require all of its subcontractors and agents that create, receive, maintain or transmit PHI under the Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of PHI and to implement the same safeguards to protect PHI that apply to Subcontractor Business Associate. Subcontractor Business Associate agrees to make available to Business Associate at its reasonable request documentation evidencing its subcontractors' and agents' agreements described in the preceding sentence.

3.6 ***Access to Records.*** Except as protected by state or federal privilege, Subcontractor Business Associate agrees to make available all records, books, agreements, policies and procedures relating to the safeguards implemented and the use or disclosure of PHI to the Business Associate, or at the request of the Business Associate to the Secretary of the Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Business Associate or the Secretary, for the purpose of determining the Parties' compliance with the Privacy Rule, Security Rule, Breach Notification Rule and/or the Enforcement Rule (45 C.F.R. Part 160, Subparts C, D and E).

3.7 ***Documentation of Disclosures.*** Subcontractor Business Associate agrees to document the disclosures of PHI and information related to those disclosures that would be required for a covered entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. The documentation shall include: (i) the date of the disclosure; (ii) the name of the person receiving the PHI, and, if known, the address of such person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure or, instead of such statement, a copy of the request for disclosure. Subcontractor Business Associate agrees to provide the Business Associate with documentation of all of Subcontractor Business Associate's disclosures of PHI as and to the extent reasonably requested by Business Associate to permit a covered entity to respond to an Individual's request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 within five (5) business days of a request from Business Associate.

3.8 ***Access to Designated Record Set.*** Subcontractor Business Associate agrees to provide access to the Business Associate, or to an Individual or an Individual's designee as directed by the Business Associate, to PHI contained in a Designated Record Set within five (5) business days of a request from Business Associate. If an individual requests an electronic copy of PHI maintained electronically in a Designated Record Set, Subcontractor Business Associate agrees to provide access to the Business Associate, or to an Individual or an Individual's designee as directed by the Business Associate, to PHI in a readable electronic form and format as agreed to by a covered entity and the Individual, with respect to the PHI maintained electronically in a Designated Record Set.

3.9 ***Amendments to Designated Record Set.*** Subcontractor Business Associate agrees to make any amendment(s) to PHI contained in a Designated Record Set that the Business Associate directs or agrees to pursuant to 45 C.F.R. § 164.526 within five (5) business days of a request from Business Associate.

3.10 ***Minimum Necessary.*** Subcontractor Business Associate agrees to request from the Business Associate, and disclose to its subcontractors, agents or applicable third parties, only the minimum PHI necessary to fulfill a specific function required or permitted hereunder.

3.11 ***Business Associate's Obligations under the Privacy Rule.*** To the extent that Subcontractor Business Associate is to carry out one or more of a covered entity's obligation(s) under the Privacy Rule, Subcontractor Business Associate agrees to comply with the requirements of the Privacy Rule that apply to the covered entity in the performance of such obligation(s).

3.12 ***Breach Notification.*** Subcontractor Business Associate shall, following the discovery of a breach of Unsecured PHI, notify Business Associate of such breach without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. When notifying Business Associate, Subcontractor Business Associate shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Subcontractor Business Associate to have been, accessed, acquired, used, or disclosed during the breach.

ARTICLE IV
RESPONSIBILITIES OF THE BUSINESS ASSOCIATE

With regard to the use or disclosure of PHI by Subcontractor Business Associate, the Business Associate hereby agrees to do the following:

a. Inform Subcontractor Business Associate of any changes in, or revocation of, an Individual's consent or authorization to use or disclose PHI, if such changes affect Subcontractor Business Associate's permitted or required uses and disclosures.

b. Notify Subcontractor Business Associate of any restriction to the use or disclosure of PHI in the notice of privacy practices of the covered entity for which Business Associate provides services to the extent that such restriction may affect Subcontractor Business Associate's use or disclosure of PHI.

c. Request Subcontractor Business Associate to use or disclose PHI only in a manner permissible under the Privacy Rule or Security Rule if done by a covered entity.

ARTICLE V
TERM AND TERMINATION

5.1 ***Term***. This Addendum shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by the Business Associate to Subcontractor Business Associate, or created or received by Subcontractor Business Associate on behalf of the Business Associate, is (i) destroyed and documentation of such destruction is provided to the Business Associate, (ii) returned to the Business Associate or (iii) if it is infeasible to return or destroy such PHI, until protections are extended to such information in accordance with **Section 5.3**.

5.2 ***Effect of Termination***. Except as otherwise provided in this **Section 5.3**, Subcontractor Business Associate agrees to return or destroy all PHI received from the Business Associate, or created or received by Subcontractor Business Associate on behalf of the Business Associate, upon termination of this Addendum for any reason. Subcontractor Business Associate also agrees to provide the Business Associate with documentation of the destruction of PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Subcontractor Business Associate. In the event that Subcontractor Business Associate determines that returning or destroying PHI is infeasible, Subcontractor Business Associate shall provide the Business Associate with notification of the conditions that make return or destruction infeasible. Upon the mutual agreement of the Parties that the return or destruction of PHI is infeasible, Subcontractor Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Subcontractor Business Associate maintains such PHI.

ARTICLE VI
INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 ***Indemnification.*** Business Associate shall defend, indemnify and hold harmless Subcontractor Business Associate, its affiliates, officers, directors, employees and agents, from and against any claims or liabilities, and shall pay all losses, damages, liabilities, claims and actions, and all related expenses (including reasonable attorneys' fees and expenses) based on or arising out of any breach by the Business Associate of any duty or obligation of the Agreement or this Addendum that pertains in any way, directly or indirectly, to PHI or the protection of the confidentiality thereof.

6.2 ***Limitation of Liability.*** The indemnification provisions of **Article VI** shall in no event be subject to any limitation of liability or damages set forth in the Agreement, and no express or implied agreement or arrangement between the Parties shall in any way reduce or limit Breaching Party's liability thereof.

ARTICLE VII
MISCELLANEOUS

7.1 ***Regulatory References.*** References in this Addendum to a section in the Privacy Rule, Security Rule and/or Breach Notification Rule shall refer to the section in effect or as amended.

7.2 ***Survival***. The respective rights and obligations of Subcontractor Business Associate and the Business Associate under the provisions of this Addendum shall survive termination of this Addendum.

7.3 ***Changes, Modifications or Alterations***. The Parties agree to take such action to amend this Addendum from time to time as is necessary for the Parties to comply with the Privacy Rule, Security Rule and/or Breach Notification Rule. No changes or modifications of this Addendum shall be valid unless the same shall be in writing and signed by both Business Associate and Subcontractor Business Associate.

7.4 ***Counterparts***. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Facsimile copies hereof shall be deemed to be originals.

7.5 ***Interpretation.*** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, the Privacy Rule, the Security Rule, the Breach Notification Rule and the HITECH Act, as applicable.

7.6 ***Governing Law*****.** This Addendum shall be interpreted, construed and enforced pursuant to and in accordance with the laws of Tennesee, without regard to its conflicts of law principles.

7.7 ***Notices*****.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid first class certified United States mail, (iii) transmitted by pre-paid, overnight delivery with delivery tracking service, or (iv) transmitted by facsimile transmission. All notices and other communications shall be deemed to have been duly given, received and effective on (i) the date of receipt if delivered personally, (ii) three (3) business days after the date of posting if transmitted by mail, (iii) the business day after the date of transmission if by overnight delivery with proof of delivery, or (iv) if transmitted by facsimile transmission, the date of transmission with confirmation by the originating facsimile transmission machine of receipt by the receiving facsimile machine of such transmission, addressed to the Parties at the addresses below:

As to Business Associate:	**As to Subcontractor Business Associate:**
	Anodyne Franchising 2 Music Circle South, Suite 101 Nashville TN 37203

or to such other address, or to the attention of such other person(s) or officer(s), as either Party may designate by written notice to the other Party.

7.8 ***Incorporation*****.** Any provisions now or hereafter required to be included in this Addendum by applicable state or federal law, including without limitation, the Privacy Rule, the Security Rule, the Breach Notification Rule and the HITECH Act, or by the Department of Health and Human Services or the Centers for Medicare and Medicaid Services shall be binding upon and enforceable against the Parties and be deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Addendum or elsewhere in the Agreement.

7.9 ***Severability*****.** The provisions of this Addendum shall be deemed severable, and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Addendum shall be effective and binding upon the Parties.

7.10 ***Waiver*****.** A waiver of any provision of this Addendum must be in writing, signed by the Parties hereto. The waiver by either Party of any provision of this Addendum or the failure of any Party to insist on the performance of any of the terms or conditions of this Addendum shall not operate as, nor be construed to be, a waiver or the relinquishment of any rights granted hereunder and the obligation of the Parties with respect thereto shall continue in full force and effect.

7.11 ***Force and Effect.*** The Parties acknowledge and agree that this Addendum shall be of no force and effect unless and until a duly authorized representative of each party has signed the following signature page where indicated.

IN WITNESS WHEREOF, the undersigned have caused this Subcontractor Business Associate Agreement Addendum to be duly executed as of the Effective Date.

BUSINESS ASSOCIATE:	**SUBCONTRACTOR BUSINESS ASSOCIATE:**
[_____]	ANODYNE FRANCHISING LLC
By:_____	By:_____
Print Name:_____	Print Name:_____
Print Title:_____	Print Title:_____
Date:_____	Date:_____

Attachment 5 to Franchise Agreement

COMPLIANCE PROGRAM REQUIREMENTS

Franchisee shall ensure that the Business and PC comply with all applicable federal, state and local laws, rules and regulations and third-party payor rules (collectively, "Laws") at no cost or expense to Anodyne Franchising. In furtherance of the foregoing, Franchisee shall ensure that the Business and PC establish and adopt a compliance program(s) that takes into account the Office of Inspector General ("OIG") of the Department of Health and Human Services' guidance pertaining to compliance programs for individual and small group practices. Franchisee shall, and/or shall cause PC to, engage healthcare regulatory or similar counsel to prepare and/or update the Business's and PC's compliance program(s). Franchisee shall make the Business's and PC's compliance programs available to Anodyne Franchising at any time upon request. The Business's and PC's compliance programs shall address, at a minimum, the following areas of healthcare compliance, which Franchisee understands and agrees is not an exclusive or all-encompassing list of all Laws, legal issues or risks:

1. **Documentation and Medical Necessity**: The compliance program shall require timely, accurate, thorough, legible and complete documentation, as well as any specific documentation requirements necessary to support the medical necessity of the services performed and accuracy of the billing for such services.

2. **Coding and Billing**: The compliance program shall require that services be billed in compliance with applicable Laws. For example, the compliance program shall address the following risk areas: billing for items or services not rendered or not provided as claimed or that are not reasonable and necessary; seeking duplicate payment; misuse of provider identification numbers; unbundling (billing for each component of the service instead of billing or using an all-inclusive code); upcoding the level of service provided; clustering; failure to properly code and/or properly use coding modifiers; failure to repay overpayments or untimely refund of overpayments; and compliance with applicable billing rules (e.g., "incident to" billing). In addition, the compliance program shall require compliance with Laws that pertain to billing patients directly for cash-based services. For example, the compliance program shall address payor rules, such as the use of Medicare Advanced Beneficiary Notices, and requirements pertaining to billing patients for payor-covered services.

3. **Fraud and Abuse**:

    a. **False Claims**: The compliance program shall require compliance with federal and state false claims laws. For example, the compliance program shall require compliance with prohibitions on submitting false claims as well as overpayment refund requirements.

    b. **Stark Law**: The compliance program shall require compliance with the federal Stark law as it pertains to physicians (which include chiropractors and other enumerated providers) who refer designated health services to entities with which they (or their immediate family members) have a financial relationship, when the services referred are billed under Medicare or Medicaid (note that all such terms used in this sentence

are defined within Stark). In the event that Stark is implicated, the compliance program shall require that an exception to Stark be met and complied with. For example, in the event that Stark is implicated and the financial relationship is an ownership or investment interest (or compensation relationship), the parties to the arrangement may choose to meet the in-office ancillary services exception to Stark, provided that if the Business or PC has more than one physician, that it meets the "group practice" requirements under Stark. Other examples include physician employment and independent contractor relationships and lease relationships between physicians and entities or other providers and the compliance program shall require that any such financial relationships be structured to fit within applicable Stark exceptions if Stark is implicated.

c. **Federal Anti-Kickback Statute**: The compliance program shall require compliance with the federal Anti-Kickback Statute ("AKS") as it pertains to all persons who knowingly and willfully offer, pay, solicit or receive remuneration, directly or indirectly, overtly or covertly, in cash or in kind, to induce or reward the: (a) referral of an individual for the furnishing of any item or service that may be reimbursed under a federal health care program, or (b) purchase, lease, ordering or arranging for or recommending the purchasing, leasing or ordering of any item, facility or service that may be reimbursed under a federal health care program. In the event that the AKS is implicated, the compliance program shall require that an AKS safe harbor be met and complied with (or that the parties otherwise mitigate risks of noncompliance under the AKS, as determined by legal counsel). For example, marketing and sales arrangements, provider employment and independent contractor arrangements, and certain employee, space and/or equipment leases and other remunerative relationships must be structured to comply with the AKS.

d. **State Self-Referral, Anti-Kickback, Fee-Splitting and Other Fraud and Abuse Laws**: The compliance program shall require compliance with state fraud and abuse laws including, without limitation, state provider self-referral laws, anti-kickback laws pertaining to providers and applicable payors, and fee-splitting laws.

4. **HIPAA and Patient Privacy Compliance**: The compliance program shall require compliance with HIPAA's privacy and security rules as well as applicable state patient privacy laws. These types of policies are often lengthy and can be located in separate documents outside of the general compliance program, provided that Franchisee ensures that the Business and PC maintain policies and procedures addressing such compliance.

5. **Waiver of Co-Payments and Deductibles/Offering Benefits/Inducements Policy**: The compliance program shall require compliance with Laws pertaining to waiving co-payments and deductibles as well as those pertaining to patient inducements. For example, the compliance program shall address the regulatory risks and guidelines associated with providing patients with free services and/or items.

6. **Scope of Practice and Ownership**:

a. **Corporate Practice of Medicine**: The compliance program shall require that the entity be properly structured in compliance with state laws, including any corporate practice of medicine restrictions that may require ownership, in whole or in part, by certain licensed providers.

b. **Scope of Practice**: The compliance program shall require that all providers and applicable services (e.g., x-ray, laboratory, DME, etc.) be licensed, registered, and/or certified in compliance with state laws. The compliance program shall ensure that providers and the entity only perform services within the scope of such licensure, as applicable. Further, the compliance program shall require that all provider prescribing practices be compliant with applicable Laws and that required licenses and registrations be effective at all times while prescribing. In addition, to the extent that payor enrollment and/or credentialing is required prior to the performance and billing of certain services (e.g., DMEPOS), the compliance program shall require that the entity and/or providers be enrolled or credentialed prior to the performance of such services. The compliance program shall also require compliance with Laws pertaining to the delegation and supervision of providers. For example, the compliance program shall address compliance with Laws pertaining to physician supervision and delegation of services to nurse practitioners and physician assistants.

7. **Advertising and Marketing**:

a. **Marketing Policy**: The compliance program shall require that all individuals and entities that generate business on behalf of the Business or PC comply with applicable Laws. For example, the business generation efforts of marketers and salesforces may implicate Stark, the AKS and state anti-kickback laws and the compliance program shall require compliance with these and other applicable laws.

b. **Advertising**: The compliance program shall require compliance with all applicable Laws relating to advertising that pertain to the entity and its providers. For example, the compliance program shall require compliance with state advertising laws, which may address issues such as: misrepresentations of fact, creations of false or unjustified expectations or favorable results, use of photographs and images, disclosure of fees, claims of professional superiority, unsubstantiated scientific claims, endorsements and testimonials.

8. **OIG Guidance Components**: The compliance program shall include the following components identified in OIG guidance:

a. Conducting internal monitoring and auditing through the performance of periodic audits;

b. Implementing compliance and practice standards through the development of written standards and procedures;

c. Designating a compliance officer or contact(s) to monitor compliance efforts and enforce practice standards;

d. Conducting appropriate training and education on practice standards and procedures;

e. Responding appropriately to detected violations through the investigation of allegations and the disclosure of incidents to appropriate Government entities;

f. Developing open lines of communication, such as (1) discussions at staff meetings regarding how to avoid erroneous or fraudulent conduct and (2) community bulletin boards, to keep practice employees updated regarding compliance activities; and

g. Enforcing disciplinary standards through well-publicized guidelines.

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this "MUDA") is made between Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising") and _____, a _____ _____ ("Franchisee") on the Effective Date.

Background Statement: On the same day as they execute this MUDA, Anodyne Franchising and Franchisee have entered into a Franchise Agreement for the franchise of an Anodyne business (the "Franchise Agreement"; capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). Anodyne Franchising and Franchisee desire that Franchisee develop multiple Anodyne businesses.

1. Multi-Unit Commitment.

(a) Development Schedule; Fee. Franchisee shall develop and open Anodyne businesses on the following schedule:

Store #	Deadline for Opening	Total # of Stores to be Open and Operating on Deadline	Initial Franchise Fee
1		1	$_____
2		2	$_____
3		3	$_____
4		4	$_____
5		5	$_____
		Total Initial Franchise Fee:	

(b) Payment**.** Upon execution of this MUDA, Franchisee shall pay the total Initial Franchise Fee to Anodyne Franchising. The Initial Franchise Fee is non-refundable.

2. Form of Agreement. For Store #1, Franchisee and Anodyne Franchising have executed the Franchise Agreement simultaneously with this MUDA. For each additional Anodyne franchise, Franchisee shall execute Anodyne Franchising's then-current standard form of franchise agreement no later than three business days after Franchisee leases or acquires a location. This MUDA does not give Franchisee the right to construct, open, or operate an Anodyne business, and Franchisee acknowledges that Franchisee may construct, open, and operate each Anodyne business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such Anodyne business.

3. Development Area. Franchisee shall locate each Anodyne business it develops under this MUDA within the following area: _____ _____ (the "Development Area"). Franchisee acknowledges that it does not have exclusive rights to develop, open or operate Anodyne businesses in the Development Area.

4. Default and Termination. Anodyne Franchising may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee fails to satisfy the development schedule; or

(ii) Anodyne Franchising has the right to terminate any franchise agreement between Anodyne Franchising and Franchisee (or any affiliate thereof) due to Franchisee's default thereunder (whether or not Anodyne Franchising actually terminates such franchise agreement).

5. Limitation of Liability. Franchisee's commitment to develop Anodyne businesses is in the nature of an option only. If Anodyne Franchising terminates this MUDA for Franchisee's default, Franchisee shall not be liable to Anodyne Franchising for lost future revenues or profits from the unopened Anodyne businesses. Franchisee may terminate this MUDA at any time.

6. Conditions. Franchisee's right to develop each Anodyne franchise after the Store #1 is subject to the following:

(i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Anodyne business, in the reasonable judgment of Anodyne Franchising, and

(ii) Franchisee must be in full compliance with all brand requirements at its open Anodyne businesses, and not in default under any Franchise Agreement or any other agreement with Anodyne Franchising.

7. Integration/Merger Clause. Nothing in this MUDA or any related agreement is intended to disclaim the representations Franchisor has made in the Franchise Disclosure Document.

8. Dispute Resolution; Miscellaneous. The laws of the State of Tennessee (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Tennessee law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of Anodyne Franchising, and any Transfer without Anodyne Franchising's prior written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

[*Signatures on Next Page*]

Agreed to by:

FRANCHISOR:

ANODYNE FRANCHISING, LLC

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____

[*if an entity:*]

_____

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

EXHIBIT D

RIDER TO LEASE AGREEMENT

Landlord: _____
Notice Address: _____
_____
_____
Telephone: _____

Franchisor: Anodyne Franchising, LLC
Notice Address: 2 Music Circle South, Suite 101, Nashville TN 37203
Telephone: 949-293-4866

Tenant: _____

Leased Premises: _____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of an Anodyne business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Anodyne brand. Any provision of the Lease which limits Tenant's right to own or operate other Anodyne outlets in proximity to the Leased Premises shall not apply to Franchisor.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

_____

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

TENANT:

_____

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

FRANCHISOR:

ANODYNE FRANCHISING, LLC

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

EXHIBIT E

FORM OF GENERAL RELEASE

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

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

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

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

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

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Anodyne Franchising reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Agreed to by:

_____

Name: _____

Date: _____

EXHIBIT F

FINANCIAL STATEMENTS

ANODYNE FRANCHISING, LLC

REPORT ON AUDIT

December 31, 2020

John F. Coggin, CPA PLLC
Certified Public Accountant

ANODYNE FRANCHISING, LLC

Table of Contents

John F. Coggin CPA PLLC
3300 E Walnut St. Ste B
Pearland, TX 77581

January 31, 2021

INDEPENDENT AUDITOR'S CONSENT

John F. Coggin, CPA PLLC consents to the use in the Franchise Disclosure Document issued by Anodyne Franchising LLC ("Franchisor") on January 31, 2021, as it may be amended, of our report dated January 31, 2021, relating to the financial statements of the Franchisor for the period ending December 31, 2020.

Sincerely,

John F. Coggin, CPA PLLC

January 31, 2021

John F. Coggin CPA PLLC
3300 E Walnut St. Ste B
Pearland, TX 77581

Independent Auditor's Report

To the Members of
Anodyne Franchising LLC
TN 37203

We have audited the accompanying financial statements of Anodyne Franchising LLC (the "Company"), (a Delaware Limited Liability Company) which are comprised of the balance sheet as of December 31, 2020 and the related statement of income, member's equity, and cash flows for the year then ended, and the related notes to the financial statement.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on the balance sheet based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the December 31, 2020 financial statements referred to above present fairly, in all material respects, the financial position of Anodyne Franchising LLC as of December 31, 2020, and the results of their operations and their cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

John F. Coggin CPA PLLC
Pearland, TX
January 31,2021

ANODYNE FRANCHISING LLC
BALANCE SHEET
December 31, 2020

	2020
ASSETS	
Current Assets	
Checking	$ 106,995
Total Current Assets	106,995
Other Assets-Intangibles	178,141
TOTAL ASSETS	**$ 285,136**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	$ 33,129
Accrued Expenses	2,556
Total Current Liabilities	35,685
Total Liabilities	35,685
Member's Equity	249,451
Total Equity	249,451
TOTAL LIABILITIES & EQUITY	**$ 285,136**

The attached notes are an integral part of these financial statements

ANODYNE FRANCHISING LLC
INCOME STATMENT
For the period ended December 31, 2020

		2020
Income		
Revenue		700,000
Expense		
Advertising	8,000	
Marketing	21	
Travel	1,553	
Meals	2,033	
Accounting	5,850	
Software	1,390	
Website	2,000	
Postage	36	
Other	100	
Amortization	28,871	
Legal	2,556	
Consulting	62,500	
Tax Fees	550	
Licenses	7,622	
Franchise Dev Fees	557,960	
Total Expense		681,042
Net Income		18,958
Beginning Member's Equity		(7,500)
Equity Contributions		237,993
Ending Member's Equity 12/31/2020		**249,451**

The attached notes are an integral part of these financial statements

ANODYNE FRANCHISING LLC
Statement of Cash Flows
For the Year Ended December 31, 2020

	2020
Cash Flows from Operating Activities	
Net Income	$ 18,957
Non Cash Adjustment - Amortization	28,871
Adjustments to reconcile net income to net cash provided by (used in) operating activities:	
Changes in operating assets and liabilities:	-
Accounts Payable	18,129
Intangibles	(199,512)
Accrued Expenses	2,557
Net Cash Provided by (Used in) Operating Activities	(130,998)
Net Cash Provided by (Used in) Investing Activities	
Cash Flows from Financing Activities	-
Net Cash Provided by (Used in) Financing Activities - Equity Contributions	237,993
Net Increase (Decrease) in Cash and Cash Equivalents	106,995
Cash and Cash Equivalents, beginning of year	-
Cash and Cash Equivalents, end of year	106,995
Supplemental Disclosure of Cash Flow Information	
Cash Paid for Interest	-
Cash Paid for Taxes	-

The attached notes are an integral part of these financial statements

1 – NATURE OF ORGANIZATION

Anodyne Franchising LLC (The "Company") presently serves as the Franchisor for the Anodyne Franchising, LLC. The Company was organized and has been in existence since November 7, 2019. The Company is a 100% owned subsidiary of Anodyne Pain And Wellness Solutions, Inc.

2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

METHOD OF ACCOUNTING

The Company maintains it books and records, and corresponding financial statements, on the accrual method of accounting in compliance with generally accepted accounting principles recognized in the United States of America.

REVENUE RECOGNITION

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue.

Monthly royalty fees will be recognized when paid by the franchisees.

CASH AND CASH EQUIVALENTS

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting restrictions of a capital nature. Also, certificates of deposit are considered a current asset as they can be converted immediately into cash despite a penalty for early withdrawal.

BALANCE SHEET CLASSIFICATIONS

A one-year time period is used in classifying all current assets and liabilities.

PROGRAMS

The Company offers its clients the complete range of professional consulting services for the formation of Franchise operations.

CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject The Company to credit risk include cash on deposit with a financial institution if they exceed $250,000, the FDIC insured limits.

ESTIMATES

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and

2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES-Continued

liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates with respect to these estimates. Estimates include the stability in the marketplace, availability of Franchise operations and continued favorable economic conditions.

CONCENTRATIONS

There are concentrations on revenue for the Company. The Company is located in Delaware and is accordingly impacted by the economic environment.

3 – INCOME TAX

The Company is an LLC formed in the State of Delaware.

The Company reports annually to the Internal Revenue Service on the Consolidated Return with the parent.

The Federal IRS filed returns remain open to potential examination by the IRS for a period of three years after the returns are filed. The current open year is 2020, the year of formation. Any penalties or interest resulting from Federal Taxes are reflected in other expenses.

If it is probable that an uncertain tax position will result in a material liability and the amount of the liability can be estimated, then the estimated liability is accrued. If the Company were to incur any income tax liability in the future, interest on any income tax liability would be reported as interest expense, and penalties on any income tax would be reported as income taxes. The Company's federal and state income tax returns are open for years including and after December 2020. As of December 31, 2020, there were no uncertain tax positions.

4 – RELATED PARTY TRANSACTIONS

The Company had no related party transactions.

5 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through January 31, 2021, which is the date the financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the financial statements would be required.

6 – COMMITMENTS AND CONTINGENCIES

The Company is subject to various claims and legal proceedings covering a wide range of matters that arise in the ordinary course of its business activities. Management believes that any liability that may ultimately result from the resolution on these type matters will not have a material effect on the financial condition or results of operations of the Company. Presently management is of the opinion that there are no pending legal or claim matters.

In addition, the Company has various commitments under consulting contracts requiring set monthly retainer payments. The Company is currently in compliance with the terms of these agreements.

7 – EMPLOYEE BENEFIT PLANS

There are currently no employees of the Company. There are no benefit plans currently in place.

8 – MEMBERS' EQUITY

The Company is structured as a membership. Each member owns their respective shares per the operating agreement.

9 – LEASES

The Company has no leases in place as of December 31, 2020.

10– LOANS

The Company has no loan payables at December 31, 2020

11– DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2020 are recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

12– FRANCHISE AGREEMENT

The term of the Company's franchise agreement will be as follows:

A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.

B. The franchisee is obligated to pay a non-refundable initial franchise fee.

C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

13– RECENTLY ISSUED ACCOUNTING STANDARDS

The Company adopted ASC 606 using the modified retrospective method applied to all contracts not completed as of January 1, 2019. Results for reporting periods beginning after January 1, 2019 are presented under ASC 606 while prior period amounts continue to be reported in accordance with legacy GAAP. The adoption of ASC 606 did not result in a change to the accounting for any of the in-scope revenue streams; as such, no cumulative effect adjustment was recorded.

In February 2016, the FASB issued ASU 2016-02, Leases. This updated requires lessees to recognize at the lease commencement date a lease liability which is the lessee's obligation to make lease payments arising from a lease, measured on a discounted basis, and a right of use assets, which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. In June 2020, the FASB issued ASU 2020-05, which allowed certain entities that have not yet issued financial statements to defer application of the new recognition guidance by one additional year, making these changes effective for the Company on January 1, 2022. The Company elected to defer application and is currently evaluating the impact of the adoption of this standard on its financial statements.

14– INTANGIBLES AND AMORTIZATION

The Company presently has amortization expense of $28,871 on $207,012 in intangible formation cost comprised of legal expenses and consulting costs. The amortization period is 60 months. Total amortized to date is $28,871.

EXHIBIT G

OPERATING MANUAL TABLE OF CONTENTS

Manual Section	Number of Pages
Preface & Introduction	35
Establishing My Franchised Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	61
Selling & Marketing	22
Total Number of Pages	**228**

EXHIBIT H

CURRENT AND FORMER FRANCHISEES

Current Franchisees

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

Franchisee Name	Clinic Address	Clinic Phone Number
Jon Pollock	1001 Brittany Parkway Manchester, MO 63001	(636) 330-7246
Richard Davis & Patrick Davis	N/A	N/A
Andrew Leitzke & Tom Lutz	N/A	N/A
Sam Zafa	N/A	N/A
Joanny Gonzales & Gustavo Urbino	N/A	N/A
Michael Hallinan	N/A	N/A
Greg Gills	N/A	N/A
JD & Stephanie Hertweck	N/A	N/A
Jordan Adams	N/A	N/A

None

Note: We did not have any multi-unit developers at the close of our last fiscal year.

Former Franchisees

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

None

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

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

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

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

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

   The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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

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

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

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

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

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

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

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

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

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

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

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

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

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

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

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

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

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

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

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTION. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2016) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2016).

IF YOU ARE NOT LICENSED/ CERTIFIED IN ILLINOIS TO PROVIDE SERVICES OF THE NATURE DESCRIBED INT HIS DISCLOSURE DOCUMENT, YOU MUST NEGOTIATE THE TERMS OF AN ADMINISTRATIVE SERVICES AGREEMENT WITH LICENSED MEDICAL PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. YOU SHOULD RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

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

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MICHIGAN ADDENDUM TO DISCLOSURE DOCUMENT

For transactions governed by the Michigan Franchise Investment Law only, this Disclosure Document is amended by substituting the following information immediately after the Cover Page:

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

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

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

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

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from

exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

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

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

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

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

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

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

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

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

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

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

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

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

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

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

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

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

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending

action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (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 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be

considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

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

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

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

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit J for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT J

STATE ADDENDA TO AGREEMENTS

ILLINOIS RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and/or Multi-Unit Development Agreement dated _____ (the "Agreement"), between Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising") and _____, a _____ _____ ("Franchisee").

1. Governing Law and Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

2. Limitation of Claims. No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

3. Waivers Void. 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. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

4. ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTION. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2016) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2016).

IF YOU ARE NOT LICENSED/ CERTIFIED IN ILLINOIS TO PROVIDE SERVICES OF THE NATURE DESCRIBED IN THIS DISCLOSURE DOCUMENT, YOU MUST NEGOTIATE THE TERMS OF AN ADMINISTRATIVE SERVICES AGREEMENT WITH LICENSED MEDICAL PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. YOU SHOULD RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	ANODYNE FRANCHISING, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INDIANA RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and/or Multi-Unit Development Agreement dated _____ (the "Agreement"), between Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	ANODYNE FRANCHISING, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchisee Agreement and Multi-Unit Development Agreement dated _____ (the "Agreement"), between Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

3. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

4. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	ANODYNE FRANCHISING, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MINNESOTA RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and/or Multi-Unit Development Agreement dated _____ (the "Agreement"), between Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

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

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

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

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

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	ANODYNE FRANCHISING, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and/or Multi-Unit Development Agreement dated _____ (the "Agreement"), between Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve Anodyne Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Anodyne Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	ANODYNE FRANCHISING, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and/or Multi-Unit Development Agreement dated _____ (the "Agreement"), between Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	ANODYNE FRANCHISING, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise Agreement and/or Multi-Unit Development Agreement dated _____ (the "Agreement"), between Anodyne Franchising, LLC, a Delaware limited liability company ("Anodyne Franchising") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	ANODYNE FRANCHISING, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
AND
RIDER TO THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any litigation, arbitration, or mediation involving a franchise purchased in Washington, the site thereof shall be either in the state of Washington, or in a place mutually agreed upon at that time, or as determined by the judge, arbitrator, or mediator, as applicable.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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 limitation period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	ANODYNE FRANCHISING, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT K

AMENDMENT TO WAIVE ADMINISTRATIVE SERVICES AGREEMENT

AMENDMENT TO FRANCHISE AGREEMENT
(WAIVER OF ADMINISTRATIVE SERVICES AGREEMENT)

THIS AMENDMENT ("**Amendment**") is made and entered into on _____, 20__ by and between ANODYNE FRANCHISING, LLC, a Delaware limited liability company ("**Franchisor**" or "**we**" or "**us**"), and _____, a _____ ("**Franchisee**" or "**you**").

RECITALS:

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

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

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

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

1. **Franchisee's Representations and Warranties:**

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

b. You represent and warrant to us that: (i) you have conducted independent research regarding the Medical Regulations that are applicable to pain management clinics and medical services generally, and the Franchised Business specifically in the Territory, including retaining the services of qualified professional advisers as necessary; (ii) you have verified that under the Medical Regulations applicable to your Franchised Business, you are permitted to both manage the Clinic and operate

the Clinic, including hiring any medical and professional personnel and providing medical or pain management services to patients at the Clinic.

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

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

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

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

a. Notwithstanding anything to the contrary in the Franchise Agreement, you are not required by the Franchise Agreement to enter into an Administrative Services Agreement with a Practice, provided that you comply with applicable Medical Regulations.

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

c. Instead of entering into the Administrative Services Agreement with a separate Practice, you agree to be solely responsible for operating the Clinic and providing, or arranging for and supervising the provision of, medical and pain management services to the patients of the Clinic. You, therefore, agree that you will perform

all responsibilities and obligations of the "Practice" as set forth in the form of Administrative Services Agreement attached to this Amendment as Exhibit A (the "**Administrative Services Agreement**"), which are hereby incorporated into this Amendment. Without limiting the foregoing, you acknowledge and agree that these obligations include:

(i) satisfying the representations and warranties of Section 4.11 of the Administrative Services Agreement;

(ii) selecting, maintaining, and using the Equipment and Furnishings as described in Sections 3.2 and 3.3 of the Administrative Services Agreement;

(iii) being responsible for providing Professional Services in accordance with the professional standards and principles that apply to professionals providing the Professional Services; hiring, compensation, evaluation and termination of its professional employees and contractors in a manner consistent with the Budget; licensing, inspection and regulatory fees incurred in connection with the Professional Services provided by it and its Providers as described in Sections 3.17, 4.3 and 4.4 of the Administrative Services Agreement;

(iv) maintaining malpractice and other insurance as described in Section 8.1 of the Administrative Services Agreement;

(v) providing indemnification as described in Section 8.2 of the Administrative Services Agreement; and

(vi) complying with the non-solicitation requirements of Section 4.9(b) of the Administrative Services Agreement.

d. Instead of entering into the Administrative Services Agreement with a separate Practice, you agree to be solely responsible for providing the management and support services necessary for operating the Clinic. You, therefore, agree that you will perform all responsibilities and obligations of the "Service Provider" as set forth in the Administrative Services Agreement, which are hereby incorporated into this Amendment. Without limiting the foregoing, you acknowledge and agree that these obligations include:

(i) providing the use of the Premises and Equipment and Furnishings as described in Section 3.6 of the Administrative Services Agreement;

(ii) providing the management and administrative services described in Sections 3.1 of the Administrative Services Agreement; and

(iii) ensuring that all insurance required by Section 3.24 of the Administrative Services Agreement is maintained.

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

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

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

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

ANODYNE FRANCHISING, LLC, a Delaware limited liability company

By:_____

Title:_____

Dated**:**_____

FRANCHISEE

(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

_____
[Name]

By:_____

Title:_____

Dated:_____

EXHIBIT A to WAIVER OF MANAGEMENT
AGREEMENT ADMINISTRATIVE SERVICES AGREEMENT

EXHIBIT L

CONVERSION ADDENDUM

TEMPLATE
TO BE REVISED IN ACCORDANCE WITH APPLICABLE LAW AND TO REFLECT APPLICABLE DEAL TERMS AND SERVICES TO BE PROVIDED

CONVERSION ADDENDUM TO THE FRANCHISE AGREEMENT

THIS CONVERSION ADDENDUM to the Anodyne Franchising, LLC Franchise Agreement ("**Franchise Agreement**") by and between Anodyne Franchising, LLC ("Anodyne" or "us" or "we") and _____ ("Franchisee" or "you") is entered into simultaneously with the Franchise Agreement.

Preamble and Background

A. You currently own and operate an existing pain management clinic at the Premises ("**Existing Clinic**"), and you wish to convert the Existing Clinic to an Anodyne outlet and to manage it under our system.

B. You and we entered in to the Franchise Agreement for this purpose, and are also entering into this Addendum to modify certain terms of the Franchise Agreement to provide for the conversion of the Existing Clinic to an Anodyne outlet, and to reflect that the franchised business described in the Franchise Agreement is for you to manage the converted pain management clinic as an "Anodyne" pain management business (the "**Franchised Business**").

C. All capitalized terms in this Addendum will have the same meaning as in the Franchise Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. The Premises and Location. The Location of the Existing Clinic is identified in Summary Page to the Franchise Agreement. Sections 6.1 of the Franchise Agreement is deleted. We will not provide you with any site selection assistance.

2. Conversion of Existing Clinic. Notwithstanding anything to the contrary in the Franchise Agreement, the parties acknowledge and agree that, as you are converting the Existing Clinic and not developing a new pain management clinic, we will not be providing you with the assistance described in Sections 6.5 (regarding plans for location selection and pre-opening assistance). The parties further agree to the following:

    a. Anodyne Franchising will evaluate the Existing Clinic and Franchisee's business operations that manage and support the Existing Clinic, and will prepare and provide Franchisee with a schedule of required modifications and upgrades to the Existing Clinic and Franchisee's business operations, which Franchisee must complete in order to convert the Existing Clinic to an Anodyne clinic and to manage the Existing Clinic as an Anodyne pain management business. Such changes and upgrades may include, without limitation: modifications and upgrades to patient waiting areas, registration areas, and patient rooms; installing new

fixtures, furnishings, and signage; purchasing and adding to the Existing Clinic new and/or upgraded equipment for medical and health occupational treatment and care or other operating assets; upgrading and/or replacing the computer equipment to comply with Anodyne Franchising specifications for computer systems; and removal of fixtures, furnishings, and equipment that do not comply with Anodyne Franchising required standards and specifications (together, the "**Conversion Plan**").

b. Franchisee must not operate the Business or otherwise operate the Existing Clinic using the Marks until Franchisee has completed the Conversion Plan and obtained the written approval of Anodyne Franchising and are otherwise in compliance with the Franchise Agreement.

c. The parties agree that references in the Franchise Agreement to "opening" the Business or similar references will mean the date on which Franchisee first begins to operate the Business with the public under the identification of the Marks after having received the written approval of Anodyne Franchising to do so. Franchisee must complete the Conversion Plan, complete all other pre-opening requirements of the Franchise Agreement (including, without limitation, training requirements), have obtained written approval of Anodyne Franchising to begin operating the Business, and have begun operating the Business with the public under the identification of the Marks by no later than six (6) months from the Effective Date of the Franchise Agreement.

4. Royalty and Marketing Fund Contributions. Franchisee and Anodyne Franchising agree that the Royalty Fee obligations under Section 4.2 and Marketing Fund Contributions under Section 4.3 of the Franchise Agreement will begin upon the Opening Deadline, based on the Business' Gross Revenue beginning as of the Opening Deadline.

5. Additional Acknowledgements. Franchisee represents and warrants that neither Franchisee nor the Existing Clinic were associated with, a party to a contract with or otherwise obligated to any third party pursuant to a license, franchise, joint venture, marketing or other such agreement.

6. Integration and Effect. This Addendum is an integral part of, and be incorporated into, the Franchise Agreement as if fully set forth therein. The provisions of this Addendum will govern, control, and supersede any inconsistent or conflicting provisions of the Franchise Agreement. Except as expressly modified by this Addendum, the Franchise Agreement remains in full force and effect.

TEMPLATE
TO BE REVISED IN ACCORDANCE WITH APPLICABLE LAW AND TO REFLECT APPLICABLE DEAL TERMS AND SERVICES TO BE PROVIDED

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Addendum to the Franchise Agreement.

ANODYNE FRANCHISING, LLC, a Delaware limited liability company	**FRANCHISEE**
By:_____	_____ [Name]
Title:_____	By:_____
Dated**:**_____	Title:_____
	Dated:_____

TEMPLATE
TO BE REVISED IN ACCORDANCE WITH APPLICABLE LAW AND TO REFLECT APPLICABLE DEAL TERMS AND SERVICES TO BE PROVIDED

EXHIBIT M

ADMINISTRATIVE SERVICES AGREEMENT

TEMPLATE
TO BE REVISED IN ACCORDANCE WITH APPLICABLE LAW AND TO REFLECT APPLICABLE DEAL TERMS AND SERVICES TO BE PROVIDED

Administrative Services Agreement

by and between

[Professional Entity], and

[Management Entity]

ADMINISTRATIVE SERVICES AGREEMENT

This ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement"), dated as of [_____ __, 20__] (the "Effective Date"), is entered into by and between [Management Entity], a [_____ _____] (hereinafter referred to as "Service Provider"), and [Professional Entity], a [_____ _____] (hereinafter referred to as the "Practice"). Service Provider and the Practice are sometimes collectively referred to as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, the Practice is a validly existing [_____ _____], formed for and engaged in the provision of Professional Services through the Providers; and

WHEREAS, [_____ __] ("Owner") is the sole [_____] of the Practice; and

WHEREAS, the Practice currently has offices for its professional practice located at those locations set forth on Exhibit 1.41, which may be amended from time to time; and

WHEREAS, Service Provider is a validly existing [_____ _____], which has been formed to provide certain equipment, space, supplies, non-clinical staff, administrative, billing and collection services to health care practices which provide health care services which include the Professional Services; and

WHEREAS, the Practice desires to focus its energies, expertise and time on the delivery of the Professional Services to patients and to accomplish this goal, the Practice desires to delegate certain administrative functions of the Practice to persons with expertise in this area; and

WHEREAS, the Practice wishes to engage Service Provider exclusively to provide the Administrative Services as are necessary and appropriate for the day-to-day management and administration of the non-clinical aspects of the Practice, and Service Provider desires to provide such Administrative Services, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and on the terms and subject to the conditions herein set forth, the Parties hereto agree as follows:

DEFINITIONS

Section 1.1 "Account" means a right to payment of a monetary obligation, whether or not earned by performance for services rendered or to be rendered or for a secondary obligation incurred or to be incurred, including but not limited to (a) the reimbursable portion of accounts receivable, including without limitation health-care insurance receivables, owing to the Practice (whether billed or

unbilled) arising out of the delivery by the Practice of Professional Services (whether such services are supplied by the Practice or a third party), including all rights to reimbursement under any agreements with any account debtor or other Person obligated on any Account, (b) all accounts, general intangibles, rights, remedies, guarantees, and liens in respect of the foregoing, and all rights of enforcement and collection in respect of the foregoing, all books and records evidencing or related to the foregoing, (c) all information and data compiled or derived by the Practice in respect of such accounts receivable, subject to the confidentiality rights under applicable law, and (d) all proceeds of any of the foregoing.

Section 1.2 "Administrative Services" shall mean all of those non-clinical management and administrative services set forth in this Agreement as more particularly set forth in ARTICLE 3.

Section 1.3 "Administrative Services Fee" shall mean the services fee set forth in Exhibit 6.1.

Section 1.4 "Advance" shall have the meaning set forth in Section 6.3(a).

Section 1.5 "Affiliate" shall mean with respect to any designated Person, another Person (a) which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the designated Person, (b) which beneficially owns or holds more than fifty percent (50%) of any class of the voting stock (or in the case of a Person which is not a corporation, more than fifty percent (50%) of the equity interests) of the designated Person, or (c) of which more than fifty percent (50%) of its voting stock (or in the case of a Person which is not a corporation, more than fifty percent (50%) of the equity interests) is beneficially owned or held by the designated Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the administration and policies of a Person, whether through the ownership of voting securities by contract or otherwise, and includes any Person that qualifies for consolidated financial reporting with the designated Person.

Section 1.6 "Agency Negotiation" shall have the meaning set forth in Section 12.2.

Section 1.7 "Board of Directors" shall mean the board of directors or similar governing body of the Practice.

Section 1.8 "Change in Law" shall have the meaning set forth in Section 12.7.

Section 1.9 "Collateral" shall mean all of the following whether now existing or hereafter arising or acquired: (a) all accounts, payment intangibles, instruments and other rights to receive payments of the Practice (including without limitation the Accounts), subject to anti-assignment limitations relating to

government receivables, (b) all general intangibles (including, without limitation, contract rights and intellectual property), chattel paper, documents, supporting obligations, letter of credit rights, supporting obligations, commercial tort claims, rights, remedies, guarantees and collateral evidencing, securing or otherwise relating to or associated with any of the Collateral, including without limitation all rights of enforcement and collection, (c) all lockboxes and deposit accounts (and all depository account control agreements relating thereto) into which proceeds belonging to the Practice are deposited other than the Lockbox Account, all funds received thereby or deposited therein, any deposit or other account into which such funds are transferred or deposited, and any checks or instruments from time to time representing or evidencing any of the same, (d) all books and records of the Practice evidencing or relating to or associated with any of the foregoing, (e) all collections, receipts and other proceeds (cash and noncash) derived from any of the foregoing, (f) all agreements to which Practice is a party, including without limitation, agreements between Practice and any facility or payor, and all of Practice's rights under each such agreement, (g) all other assets of the Practice, including, but not limited to, inventory, equipment, fixtures, investment property and intangible assets, and (h) all information and data compiled or derived by the Practice with respect to any of the foregoing (other than any such information and data subject to legal restrictions of patient confidentiality) and all products and proceeds of the foregoing.

Section 1.10 "Confidential and Proprietary Information" shall have the meaning set forth in Section 5.1.

Section 1.11 "Effective Date" shall have the meaning set forth in the introductory paragraph.

Section 1.12 "Equipment" shall mean any and all items of furniture, fixtures and equipment, including computer hardware and information systems, and telephone systems (both wired and wireless), reasonably necessary to support the Practice and the provision of the Administrative Services, including all accessories, parts, improvements, additions, replacements and substitutions to such Equipment described herein, but excluding any Practice Equipment.

Section 1.13 "Equipment Leases" shall have the meaning set forth in Section 4.5.

Section 1.14 "Furnishings" shall mean all fittings and other accessories, decorative or otherwise, of the Practice not otherwise provided pursuant to the Master Leases.

Section 1.15 "Government Agency" shall mean the Internal Revenue Service or any other governmental or quasi-governmental agency, body, entity or board including, without limitation, any municipal, state or federal agency or board.

Section 1.16 "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder by the United States Department of Health and Human Services.

Section 1.17 "Indemnitee" shall have the meaning set forth in Section 8.2(c).

Section 1.18 "Indemnitor" shall have the meaning set forth in Section 8.2(c).

Section 1.19 "Intellectual Property" shall mean all copyright, service mark and trademark rights and interests in the logos, trademarks, trade names, website domain names, information systems, clinical systems management information and other systems, forms, form contracts and policy manuals, inventions, patents and patent applications, trade secrets, and any and all other proprietary intellectual property licensed or otherwise owned by Service Provider, except (a) such property which may only be owned under applicable law by licensed professionals, and (b) the Practice Records.

Section 1.20 "Leased Personnel" shall mean such administrative and non-clinical staff as reasonably determined by Service Provider to be necessary for the effective operation of Practice and who shall perform work on behalf of Practice as leased employees of Service Provider.

Section 1.21 "Licensed Marks" means all trademarks included in the Intellectual Property and subject to the license set forth in Section 3.4(a).

Section 1.22 "Lockbox Account" shall have the meaning set forth in Section 6.7(a).

Section 1.23 "Losses" shall have the meaning set forth in Section 8.2(a).

Section 1.24 "Master Leases" shall have the meaning set forth in Section 3.6(a).

Section 1.25 "Non-compete Territory" shall mean any location within a twenty-five (25) mile radius of any of the Premises.

Section 1.26 "Operating Account" shall have the meaning set forth in Section 6.7(b).

Section 1.27 "Originating Party" shall have the meaning set forth in Section 5.1(a).

Section 1.28 "Outstanding Balance" shall have the meaning set forth in Section 6.3(c).

Section 1.29 "Owner": shall have the meaning set forth in the recitals.

Section 1.30 "Party" and "Parties" shall have the meaning set forth in the introductory paragraph.

Section 1.31 "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust, business trust, joint stock association, joint venture, firm, unincorporated organization, cooperative, Government Agency, foreign associations of like structure to any of the foregoing, or other entity.

Section 1.32 "POA" shall have the meaning set forth in Section 3.7(a).

Section 1.33 "Post-Termination Period" shall have the meaning set forth in Section 8.1(b).

Section 1.34 "Practice" shall have the meaning set forth in the introductory paragraph.

Section 1.35 "Practice Account" shall mean, collectively, any and all bank accounts of the Practice (other than the Lockbox Account").

Section 1.36 "Practice Administrator" shall mean an individual to whom Service Provider may delegate responsibility for the overall administration of the Administrative Services pursuant to this Agreement.

Section 1.37 "Practice Equipment" shall mean any equipment that the Practice, with the Service Provider's approval and at the Practice's sole expense, acquires directly for any reason, where such equipment requires a government issued license or otherwise may only be held in the name of the Practice.

Section 1.38 "Practice Records" shall mean, collectively, (a) medical records, papers and documents, including without limitation, medical reports for patients of the Practice, (b) to the extent there is clinical data, clinical protocols and other clinical records, papers and documents, (c) Provider Agreements, third-party payor contracts and any other contracts or agreements to which the Practice is a party, (d) insurance policies of the Practice, including those obtained to satisfy the Practice's obligations pursuant to Section 8.1, and related records, papers and documents, (e) records, papers and documents which may only be owned under applicable law by licensed professionals, and (f) data contained in any of the foregoing, in each case, whether in written or electronic form.

Section 1.39 "Premises" shall mean the one or more offices which Service Provider currently or may license or lease for Practice, subject to the terms and conditions of a Master Lease, as set forth on Exhibit 1.41 and at which Practice provides Professional Services.

Section 1.40 "Prime Rate" means the prime rate reported by the *Wall Street Journal* under "Money Rates" on the last business day preceding the date on which an Advance was disbursed or on which an Outstanding Balance was due and payable.

Section 1.41 "Professional Services" shall mean professional medical, chiropractic, nursing, and physical therapy services related to or incidental to the services provided by Practice through Practice's Providers and other employees or agents that are retained by or affiliated with Practice.

Section 1.42 "Provider Agreements" shall have the meaning set forth in Section 4.3(c).

Section 1.43 "Providers" shall mean individual physicians, nurses, physician assistants, chiropractors and other professionals licensed or authorized in the State to provide Professional Services and who are employed or engaged by the Practice.

Section 1.44 "Representatives" shall mean, with respect to a Party, its officers, owners (to the extent not Affiliates), directors, employees, or other agents or authorized representatives.

Section 1.45 "Restricted Period," means the Term of this Agreement plus two (2) years after the date of such termination.

Section 1.46 "Service Provider" shall have the meaning set forth in the introductory paragraph.

Section 1.47 "Service Provider MIS" shall have the meaning set forth in Section 3.26.

Section 1.48 "Service Provider Records" shall mean all business records, papers, documents, files, reports, presentations, policies, manuals, protocols, methods of operations, analysis of data, know-how, data bases, processes, procedures, guides, specifications, plans, drawings, designs, copyrights, service marks and trademark rights, computer programs and computer systems, program descriptions and similar materials, lists of present, past or prospective patients (other than those included in Practice Records), proposals, marketing and public relations materials, invitations to submit proposals, fee schedules and non-medical data relating to patients and the pricing of the Service Provider′s products and services, records, notebooks and similar repositories of or containing Confidential and Proprietary Information (including all copies thereof), that are developed or used by Service Provider or the Practice, whether in written or electronic form, in connection with the performance of their obligations under this Agreement or the operation of the Practice.

Section 1.49 "State" shall mean [_____].

Section 1.50 "Term" shall have the meaning set forth in Section 9.1.

Section 1.51 "Termination Date" shall have the meaning set forth in Section 9.4.

Section 1.52 "Trade Secret" shall have the meaning set forth in Section 5.1(b).

Section 1.53 "UCC" shall mean the Uniform Commercial Code in effect in [_____].

RELATIONSHIP OF THE PARTIES

Section 2.1 Relationship of the Parties. The Practice and Service Provider intend to act and perform as independent contractors. This Agreement is not intended to, and does not, create any partnership, joint venture, agency or employment relationship between the Parties. Service Provider and the Practice agree that the Practice shall retain the authority to direct the medical, health care, professional, and ethical aspects of its operations. Service Provider shall neither exercise control over, nor interfere with, the Provider-patient relationships of the Practice, which shall be maintained strictly between the Practice and the Providers and their patients.

Section 2.2 No Referrals; No Income Guarantee. Service Provider is not and shall not be responsible for the referral of patients to the Practice or Providers or for otherwise developing a greater number of patient referrals to the Practice or Providers. The Parties hereby acknowledge and agree that no benefits to the Parties hereunder require or are in any way contingent upon the recommendation, referral or any other arrangement for the provision of any item or service offered by the Practice or any of the Providers. Service Provider shall neither have nor exercise any control or direction over the number, type, or recipient of patient referrals to the Practice, and nothing in this Agreement shall be construed as directing or influencing such referrals. Service Provider has not guaranteed to Practice that the arrangements contemplated hereunder will guarantee any amount of income to Practice. None of Service Provider's activities contemplated under this Agreement or otherwise shall constitute obligations of Service Provider to generate patient flow or business to Practice. Further, there is absolutely no intent for Service Provider in any manner to be compensated to generate patients for Practice. Rather, Practice has engaged Service Provider to manage the administrative aspects of the Practice in order to enable the Practice to focus on delivering patient care.

Section 2.3 Compliance with Law. In performing their respective duties and obligations hereunder, the Parties shall comply with all codes, ordinances, rules, regulations and requirements of all applicable federal, State and municipal

authorities now in force, or which may hereafter be in force. Without limiting the generality of the foregoing, each Party agrees to perform its respective duties and obligations in a non-discriminatory manner without regard to race, gender, color, national origin, sexual orientation or disability and to operate in compliance with compliance plans and programs for the operation of the Practice established from time to time by the Practice and/or Service Provider. Nothing in this Agreement is intended or shall be construed to allow Service Provider to exercise control or to influence or direct the manner or method by which the Practice or the Providers perform Professional Services or otherwise exercise professional judgment.

Section 2.4 Compliance with Corporate Practice Prohibition. THE PARTIES HERETO HAVE MADE ALL REASONABLE EFFORTS TO ENSURE THAT THIS AGREEMENT COMPLIES WITH ANY APPLICABLE CORPORATE PRACTICE OF MEDICINE PROHIBITIONS IN THE STATE. THE PARTIES HERETO UNDERSTAND AND ACKNOWLEDGE THAT SUCH LAWS MAY CHANGE, BE AMENDED, OR HAVE A DIFFERENT INTERPRETATION, AND THE PARTIES INTEND TO COMPLY WITH SUCH LAWS IN THE EVENT OF SUCH OCCURRENCES. UNDER THIS AGREEMENT, THE PRACTICE SHALL HAVE THE EXCLUSIVE AUTHORITY AND CONTROL OVER THE CLINICAL ASPECTS OF THE PRACTICE TO THE EXTENT THEY CONSTITUTE THE PRACTICE OF MEDICINE, WHILE SERVICE PROVIDER SHALL HAVE THE AUTHORITY, IN ACCORDANCE WITH THE TERMS HEREOF, TO MANAGE THE ADMINISTRATIVE ASPECTS OF THE PRACTICE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

SERVICES TO BE PROVIDED BY SERVICE PROVIDER

[THE SERVICES MAY BE REVISED TO REFLECT ACTUAL ARRANGEMENTS BETWEEN THE ENTITIES AND TO COMPLY WITH APPLICABLE LAW]

Section 3.1 Overall Functions. During the Term, Service Provider will license to the Practice, the use of the Premises, Intellectual Property, Furnishings and Equipment. In addition to licensing the necessary Premises, Intellectual Property, Furnishings and Equipment to the Practice, Service Provider also will provide the Practice with a comprehensive range of Administrative Services as set forth in this ARTICLE 3 with respect to all non-clinical aspects of the Practice's operation. Subject to the provisions of ARTICLE 4 and 11 hereof, Service Provider is hereby authorized to perform such additional services hereunder as the Practice deems to be necessary or appropriate for the efficient administrative functioning of the Practice. The Practice hereby agrees that it will, subject to compliance with applicable patient confidentiality and other laws, provide such information and assistance to Service Provider as is reasonably required by Service Provider to perform its services hereunder.

(a) The Practice hereby engages Service Provider to provide the Administrative Services set forth herein on an exclusive basis. For the avoidance of doubt, the Practice shall not be permitted to receive Administrative Services from any person or entity other than Service Provider during the Term. In performing any Professional Services, Practice and its Providers shall exercise independent professional judgment. Service Provider will have no authority, directly or indirectly, to perform or supervise, and will not perform or supervise, any medical or health care function, including, without limitation, the delivery or supervision of pain management services, participation in clinical trials, and the conduct of clinical research.

Section 3.2 Furnishings.

(a) Service Provider hereby licenses to the Practice the use of the Furnishings, and the Practice hereby agrees to utilize the Furnishings in accordance with the terms and conditions set forth herein. The provisions and obligations in this Agreement are subject and subordinate to the provisions and obligations contained in any financing, security interest, mortgage, lien or other encumbrance Service Provider may on its own behalf, but not on behalf of the Practice, in its reasonable discretion, place upon the Furnishings. The Practice shall use the Furnishings only in connection with the conduct of the Practice and shall have no right to alter, repair, augment or remove any of the Furnishings from the Premises without the prior written consent of Service Provider, which approval may be granted or withheld in Service Provider's sole discretion.

(b) Service Provider shall be responsible for the repair, maintenance and replacement of the Furnishings other than such repairs, maintenance and replacement necessitated by the negligence or willful misconduct of the Practice, the Providers or other personnel employed or engaged by the Practice.

Section 3.3 Equipment.

(a) Service Provider hereby licenses to the Practice the use of the Equipment in accordance with the terms and conditions set forth herein. The provisions and obligations in this Agreement are subject and subordinate to the provisions and obligations contained in any financing, security interest, mortgage, lien or other encumbrance Service Provider may, on its own behalf, but not on behalf of the Practice, in its reasonable discretion place upon the Equipment. During the Term, the Practice shall use the Equipment only in connection with the conduct of the Practice and shall have no right to remove the Equipment from the Premises without the prior written consent of Service Provider, which approval may be granted or withheld in Service Provider's sole discretion.

(b) The Practice shall enjoy the benefit of whatever warranties presently exist with respect to the Equipment as set forth in the lease agreements presently covering said Equipment except if such lease agreements contain a provision to the contrary.

(c) Except for equipment that is Practice Equipment, title to all Equipment shall be and shall remain at all times the property of Service Provider (subject to the rights of the equipment lessors or vendors, as the case may be) and shall remain in the name of Service Provider. Practice Equipment shall at all times be held by the Practice.

(d) With regard to Equipment acquired by Service Provider after the Effective Date, Service Provider shall be responsible for the repair, maintenance and replacement of the Equipment, other than such repairs, maintenance and replacement necessitated by the negligence or willful misconduct of the Practice, its Providers or other personnel employed or engaged by the Practice. Service Provider may select and replace Equipment that is not Practice Equipment in its sole discretion.

(e) The Parties will use their best efforts to cooperate with one another in securing all licenses and permits necessary to permit Service Provider's ownership of, and the Practice's use and operation of, the Equipment.

Section 3.4 Intellectual Property.

(a) Service Provider hereby licenses to the Practice the use of the Intellectual Property, and the Practice hereby agrees to utilize the Intellectual Property in accordance with the terms and conditions set forth herein. The provisions and obligations in this Agreement are subject and subordinate to the provisions and obligations contained in any financing, security interest, mortgage, lien or other encumbrance Service Provider may on its own behalf, but not on behalf of the Practice, in its reasonable discretion, place upon the Intellectual Property. The Practice shall use the Intellectual Property only in connection with the conduct of the Practice and shall have no right to use the Intellectual Property in any other way without the prior written consent of Service Provider, which approval may be granted or withheld in Service Provider's sole discretion. Practice agrees that it shall not at any time knowingly harm, misuse or bring into disrepute the Intellectual Property, including the proprietary property of Service Provider used by the Practice during the Term, whether such is used exclusively by the Practice or otherwise.

(b) Service Provider owns or has the sole right to use, pursuant to a valid license, sublicense, agreement, or permission, all Intellectual Property. Nothing herein shall be deemed to give the Practice any ownership interest in any of the Intellectual Property including, but not limited to, the Licensed Marks. All use of the Licensed Marks (whether before or after the Effective Date) by the Practice, and the goodwill associated therewith, shall inure to the benefit of Service Provider. The Practice hereby assigns, and agrees to require its employees and consultants to assign, to Service Provider any right, title and interest (other than the rights granted under this Agreement during the Term) it may have or acquire to the Licensed Marks and other Intellectual Property developed in connection with providing the Professional Services (to the extent permitted by law), and any goodwill associated therewith, whether before or after the Effective Date.

Section 3.5 Recruitment; Expansion. Practice, in consultation with Service Provider, will determine the need or desire for Practice expansion, including hiring any additional Providers, and the Practice shall consult with Service Provider in connection with the non-clinical administrative aspects relating thereto. Service Provider shall also assist the Practice, and the Practice shall consult with Service Provider, in evaluating the non-clinical administrative aspects of any proposals for relationships or affiliations with other health care providers, networks, payors, or other third parties. In furtherance thereof, Service Provider shall, as and when requested by the Practice, provide such administrative tasks as Service Provider deems necessary with respect to recruiting the Providers

and any other professional staff necessary for the Practice to provide the Professional Services, including, without limitation, advertising for open positions, obtaining and verifying credentialing information with respect to all applicants, and processing applications for participation in insurance plans, and the like. Notwithstanding the foregoing, the primary responsibility for activities of the Providers and other professional staff shall, at all times, remain with the Practice.

Section 3.6 Premises and Property Management.

(a) The Practice authorizes Service Provider to act as the Practice's exclusive agent to acquire or arrange for the Premises. The Service Provider hereby licenses the use of the Premises to Practice and Practice agrees to use the Premises only for the purposes described in this Agreement and in accordance with all applicable federal, State and local laws, rules and regulations. [The Practice acknowledges that Service Provider leases the Premises pursuant to the leases, copies of which shall be annexed hereto and made a part hereof as Exhibit 3.6(a)] (the "Master Leases"). The Practice agrees to use the Premises in accordance with and comply with all applicable terms of the Master Leases and the terms hereof and not to do or omit doing anything which will breach in any material respect any material terms thereof. In consultation with Practice, Service Provider shall oversee all management, maintenance and other decisions pertaining to the Premises consistent with the terms of this Agreement. Service Provider may provide such additional and/or replacement facilities as it deems necessary, with Practice approval, from time to time.

(b) Service Provider shall be responsible for the repair, maintenance and replacement of the Premises, other than such repairs, maintenance and replacement necessitated by the negligence or willful misconduct of the Practice, the Providers or other personnel employed or engaged by the Practice.

(c) In addition to the foregoing, Service Provider shall provide, to the extent possible, necessary utilities and other services, including, without limitation, heat, water, gas, electricity, air conditioning, and telephone necessary for the Practice to conduct the Professional Services in the Premises.

(d) Service Provider shall use best efforts to procure landlord waivers such that Equipment and Furnishings located on the Premises shall not be deemed fixtures and shall be acknowledged as personal property of Service Provider or the Practice (for Practice Equipment); provided, however, that Service Provider's failure to obtain such waivers after expenditure of reasonable efforts shall not be deemed a breach of this Agreement.

(e) Disclaimer. To the extent Service Provider provides the Practice with Equipment, supplies or Premises, Practice acknowledges that Service Provider is not the manufacturer or seller of the Equipment or supplies, or the manufacturer's or seller's agent, or the developer, architect or owner of the Premises. ACCORDINGLY, EXCEPT FOR SERVICE PROVIDER'S OBLIGATIONS UNDER SECTIONS 3.2, 3.3 AND 3.6 HEREIN, PRACTICE HEREBY AGREES TO TAKE THE PREMISES, IF ANY, SUPPLIES AND EQUIPMENT, IF ANY, IN AN "AS IS" CONDITION. SERVICE PROVIDER HEREBY DISCLAIMS ANY

REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE EQUIPMENT, SUPPLIES OR THE PREMISES, INCLUDING WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE PREMISES, THE SUPPLIES AND THE EQUIPMENT AND THE PREMISES', THE SUPPLIES' AND THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP, OR AS TO PATENT INFRINGEMENT OR THE LIKE.

Section 3.7 Billing and Collection.

(a) Service Provider shall, if not separately contracted to a third-party, on behalf of the Practice, assist the Practice in establishing collection policies and procedures and shall bill patients, insurance companies (if any) and other third-party payors (if any) in the name of the Practice and collect the professional fees for services rendered by the Practice in accordance with all applicable laws, rules, regulations and payor requirements. In connection with the billing and collection services to be performed by Service Provider, the Practice shall require its Providers and professional staff to promptly endorse and deliver to the Practice all payments of any kind and from any source received by such providers in connection with rendering any services at the Premises. The Practice hereby authorizes Service Provider and grants to Service Provider an exclusive, special power of attorney ("POA") (such appointment being coupled with an interest) and irrevocably and unconditionally appoints Service Provider for the Term to be its true and lawful agent and attorney-in-fact, and Service Provider accepts such appointment, for the following limited purposes:

(i) to bill patients and third-party payors in the Practice's name and on its behalf, including all claims for reimbursement or indemnification from, insurance companies and all third-party payors for Professional Services provided by the Practice to its patients all to be done by Service Provider in accordance with all applicable laws, rules, regulations, and payor requirements;

(ii) to collect accounts receivable resulting from Professional Services provided by Practice to patients whose care is not paid for by federal health care programs and deposit all amounts collected in the Practice's name into the Practice Account. The Practice covenants to deposit into, or to transfer and deliver to Service Provider for immediate deposit into, the Practice Account all cash received, including patient co-payments, co-insurance and deductibles and accounts receivable relating to patients whose care is not paid for by any federal health care program;

(iii) to collect accounts receivable resulting from services provided by Practice to patients whose care is, in whole or in part, paid for by federal health care programs and deposit all amounts collected in the Practice's name and on behalf of the Practice into the Lockbox Account. The Practice covenants to deposit into, or to transfer and deliver to Service Provider for immediate deposit into, the Practice Account all cash received, including patient co-payments, co-insurance and deductibles and accounts receivable relating to patients whose care is paid for by any federal health care program;

(iv) to contest and defend, using legal counsel selected by Service Provider and approved by the Practice, in any forum, any allegation of improper billing practices by the Practice or its employees arising out of billing for services provided by Service Provider;

(v) to make demand with respect to, settle (following approval of the Practice), compromise and adjust such claims coordinate with collections agencies (approved by Practice) in the name of Practice, Providers and for the benefit of Practice, to commence any suit, action or proceeding to collect any such claims after Service Provider obtains Practice's prior consent;

(vi) to take possession of, and endorse in the name of the Practice (and/or in the name of an individual Provider) any notes, checks, money orders and other instruments received in payment of accounts receivable for deposit in the Practice Account;

(vii) to effect the transfer from the Practice Account to an account designated by Service Provider amounts sufficient to pay the Administrative Services Fee and Practice expenses as reflected in the Budget, and any and all other amounts due to Service Provider under this Agreement applicable to the Practice;

(viii) to sign checks, drafts, bank notes or other instruments on behalf of Practice and to make withdrawals from the Practice Account for Practice expenses and other payments in connection with the Administrative Services or otherwise to be handled by Service Provider pursuant to this Agreement and as requested from time to time by Practice; and

(ix) to file any security instruments as Service Provider deems necessary pursuant to ARTICLE 10.

(b) Service Provider shall assist the Practice in connection with any regulatory investigation, inquiry, or proceeding, unless prohibited by applicable laws, rules and regulations.

(c) Any attempted or actual revocation of the POA by the Practice or any of its Representatives is a material breach of this Agreement and constitutes a default by Practice hereunder.

(d) Upon request of Service Provider, the Practice shall execute and deliver to the financial institution wherein the Practice Account is maintained, such additional documents or instruments as may be necessary to evidence or effect the POA.

(e) The POA shall expire on the latest of the date that (i) this Agreement is terminated, (ii) all loan payments, if any, due under loans between Service Provider and the Practice have been satisfied, or (iii) all Administrative Services Fees as defined in Section 6.1 due to Service Provider have been paid.

Section 3.8 Budgets.

(a) For each fiscal year after execution of this Agreement, Service Provider, in consultation with Practice shall prepare an annual capital and operating budget (the "Budget"). The Budget shall include all expenses to be incurred by the Practice, including, but not limited to,

salaries and benefit expenses for Providers of the Practice, and the Administrative Services Fee. With respect to each budget period following the initial Budget (during the partial year following the Effective Date) period, Service Provider, in consultation with Practice shall prepare each annual Budget not less than ninety (90) days prior to the commencement of the budget period to which such Budget relates. Such Budget shall reflect the projected annual costs and expenses of the Practice and projected annual revenue of the Practice. The Budget must be approved by both the Practice and the Service Provider. If the parties are unable to agree on a final Budget, the Budget for the prior year shall continue in effect subject to modification for any line items in the then current Budget that the parties have approved.

(b) Service Provider shall use best efforts to assist the Practice in managing the operations of the Practice as herein provided so that the actual revenues, costs and expenses of the operation and maintenance of the Practice during any applicable period shall be consistent with the Budget.

Section 3.9 Policies. Service Provider, in consultation with the Practice, shall develop, provide and revise all necessary policies and operating procedures pertaining to the Practice's (non-clinical) administrative operations. Upon request of the Practice, Service Provider shall assist the Practice in the development and implementation of clinical practice guidelines. Nothing in this Section shall be construed to give the Service Provider any control or influence over the practice of medicine by the Practice or any of the Providers employed or engaged by the Practice.

Section 3.10 Litigation Management. Service Provider, in consultation with and following approval of the Practice, shall, at the expense of the Practice, (a) manage and direct the defense of all claims, actions, proceedings or investigations against the Practice or any of its Representatives, (b) manage and direct the initiation and prosecution of all claims, actions, proceedings or investigations brought by the Practice against any Person other than Service Provider, and (c) cancel, modify, or terminate any contract for the breach or default by any other party thereto. Service Provider shall promptly notify the Practice of all material legal actions filed on behalf of or (as Service Provider becomes aware thereof) against the Practice; provided, no action shall be filed on behalf of the Practice without the Practice's prior consent.

Section 3.11 Bookkeeping and Business Records; Financial Services.

(a) Service Provider (or its designee) shall supervise and maintain all administrative and financial files and records relating to the operation of the Practice, including but not limited to accounting, billing, and collection records. In accordance with, and to the extent permitted by, applicable law, Service Provider shall coordinate the maintenance of all patient files and records.

(b) Service Provider shall implement all procedures, controls and systems for the timely generation and preparation of all financial records and reports needed for the review, planning and management of the operations and affairs of the Practice. In furtherance of the

foregoing, Service Provider shall be responsible for: (i) the maintenance of all accounting and payroll systems; (ii) the payment on behalf of the Practice of all payroll and income taxes, assessments, licensing fees and other fees of any nature whatsoever in connection with its operations as the same become due and payable unless payment thereof is being contested in good faith; and (iii) the establishment and maintenance of accounts payable, record keeping, accounts receivable and general ledger procedures and practices appropriate to the Practice's operations. In addition, Service Provider shall prepare all annual cash flow and capital operating budgets, as set forth in Section 3.8, and a balance sheet and profit and loss statement reflecting the financial status of the Practice in regard to the provision of Professional Services as of the end of each calendar year, all of which shall be prepared in accordance with law and past practices. In addition, Service Provider shall provide monthly financial reports and such other reports as reasonably agreed upon by the Parties.

(c) Notwithstanding anything set forth herein to the contrary, all taxes and other governmental obligations properly imposed on the Practice shall be the obligation of the Practice, and Service Provider shall have no responsibility or liability therefor. All taxes and other governmental obligations properly imposed on Service Provider shall be the obligation of Service Provider, and the Practice shall have no liability therefor.

Section 3.12 Inventory and Supplies. Service Provider shall order and purchase Practice approved inventory and supplies, and such other ordinary, necessary or appropriate materials for the operation of the Practice. Practice shall advise Service Provider with respect to any clinical supplies and inventory.

Section 3.13 Advertising, Marketing and Public Relations; Marketing System. [To the extent permitted by and consistent with applicable law], Service Provider shall implement all public relations, marketing and advertising programs on behalf of the Practice, emphasizing among other things, the availability and quality of services at the Practice; provided, Service Provider shall obtain Practice's prior consent prior to the implementation of all such programs. All public relations, marketing and advertising programs shall be conducted in compliance with applicable laws and regulations governing advertising and with the prior approval of the Practice. Service Provider is not and shall not be responsible for increasing the volume of business for the Practice. Examples of marketing services that Service Provider shall provide includes:

(a) Advertising, including placement of advertisements in various media;

(b) Maintenance of a website with a page devoted to information regarding the Practice; and

(c) Assisting the Practice in various forms of community and targeted outreach to make individuals aware of the Practice and its services.

The Parties acknowledge and agree that all of the services described in this Section 3.13 are solely and exclusively in the name of the Practice and that the Practice shall have the right to approve or disapprove of any of the services described in this Section 3.13.

Section 3.14 Personnel. Service Provider shall provide the Leased Personnel, none of whom shall perform Professional Services as licensed health care professionals under State law. Service Provider shall retain such Leased Personnel as may reasonably be required for the efficient operation of the Practice. Service Provider shall be responsible for all salaries, fringe benefits, taxes and insurance for the Leased Personnel. If the Practice determines that any of the Leased Personnel is not performing appropriately or is endangering the welfare of the Practice or the Practice's staff or patients, the Practice shall contact Service Provider and explain the specific grounds for its concern. Service Provider agrees to meet with Practice in good faith to discuss possible remediation of any such situation; provided, that Service Provider shall retain sole authority and discretion as to the continued retention, discipline, termination or other status of its employees or other staff members. Furthermore, Service Provider may appoint the Practice Administrator in its reasonable discretion and upon the approval of the Practice. Notwithstanding any contrary provisions contained herein, the Practice shall be solely responsible for supervising all professional and licensed personnel performing the Professional Services as required by applicable law.

Section 3.15 Other Consulting and Advisory Services. In consultation with the Practice, Service Provider shall provide, as and when requested by the Practice, such other mutually agreed and budgeted consulting and other advisory services in all areas of the Practice's administrative functions, including, without limitation the following: (a) assistance in the development of long-term business objectives; (b) assistance in the development of short-term business goals; (c) assistance in the development of appropriate programs (such as seminars and lectures) whereby the expertise of the Providers rendering services on behalf of the Practice can be made known to the relevant public and the public at large; (d) assistance with the creation of business and marketing systems; (e) office layout; and (f) office interior design.

Section 3.16 Scheduling, Pre-Certification and Credentialing. Service Provider shall maintain patient appointment services on behalf of the Practice, which services shall include, but not be limited to, scheduling and collecting and processing all demographic, insurance and related materials with respect to patients all in accordance with all applicable laws, rules and regulations, including, without limitation, HIPAA. Service Provider shall assist the Practice with any licensure, certification or credentialing activities as requested by Practice.

Section 3.17 Licensing, Inspection and Regulatory Fees. Service Provider shall be responsible for the administrative work involved in the payment of the licensing, inspection and regulatory fees, provided that the Practice provides it with the relevant information sufficiently before payment is due. The Practice shall be responsible for all licensing, inspection and regulatory fees incurred in connection with the Professional Services provided by it and its Providers.

Section 3.18 Managed Care and Other Agreements. Service Provider shall assist the Practice in reviewing, evaluating, and negotiating contracts or

agreements of the Practice, including without limitation any contract with a payor, hospital, health system, vendor, supplier, or other third party. In furtherance thereof, Service Provider shall assist the Practice in the Practice's administration of any contracts with payors, and to the extent Practice is responsible under such payor contracts for providing the following, Service Provider shall assist the Practice to: (a) administer the patient eligibility and authorization processes established by a payor; (b) provide claims administration, including submitting all claims and encounter data of Practice for services provided to enrollees or members of payors (and Practice will timely provide Service Provider with all information necessary to administer such claims); (c) reconcile retroactive denials of eligibility; (d) assist Practice in managing all payor policies and procedures, manuals, protocols and information requests; (e) assist Practice in managing all payor payment reviews, audits, investigations and legal proceedings; and (f) assist Practice in managing and resolving any grievances between Practice and payors or Practice and any payor enrollee or member. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed to authorize Service Provider to contract directly with managed care organizations or independent practice associations to make the services of the Practice available to the enrollees of a managed care organization. All managed care and other payor agreements are subject to the approval of the Practice.

Section 3.19 Training. Service Provider shall assist in furnishing training services to the Practice with respect to all aspects of the non-clinical operations of the Practice, including, without limitation, administrative, financial, billing, compliance and equipment maintenance matters.

Section 3.20 Human Resource Services; Payroll.

(a) Service Provider (or its designee) shall provide advice and assistance with respect to human resources management.

(b) Service Provider (or its designee) shall oversee the processing of payroll on behalf of the Practice for the Practice's employees, consultants and independent contractors. Service Provider (or its designee) shall manage all benefit plans of the Practice and process all claims of employees thereunder.

Section 3.21 Utilization Review, Quality Assurance and Peer Review. Service Provider shall assist the Practice in the creation and administration of utilization review, quality assurance, and peer review programs for the Practice; provided, however, that in all events, the Practice shall direct, be solely responsible for, and make all decisions with respect to all such programs.

Section 3.22 Support Services. Service Provider shall provide or arrange for all printing, stationery, forms, postage, duplication or photocopying services, and other administrative support services as are reasonably necessary and appropriate for the operation of the Practice.

Section 3.23 Reports and Records.

(a) Practice Records. All Practice Records shall be the property of the Practice. Service Provider shall establish, monitor, and maintain procedures and policies for the timely creation, preparation, filing and retrieval of all Practice Records generated by the Practice in connection with the Practice's provision of the Professional Services; and, subject to applicable law, shall ensure that the Practice Records are promptly available to the Providers and any other appropriate persons. Practice Records shall either be maintained by the Practice or, if Practice Records are stored electronically through software owned by Service Provider, Practice Records shall be made available to the Practice through an irrevocable license by Service Provider to the Practice. Upon termination of this Agreement for any reason, Service Provider shall transfer such electronically stored Practice Records to the Practice. The Practice agrees to respond to subpoenas for medical and billing information contained in the Practice Records and to comply with any requests for information contained in the Practice Records following the termination of this Agreement, to the extent reasonably required by applicable law. Any Practice Records, other than Practice Records that are subject to the attorney-client privilege or relate to a dispute between the Practice and Service Provider or Service Provider's performance of its obligations under this Agreement, shall be available for inspection and copying by Service Provider, at Service Provider's sole cost and expense, during the Term, during regular business hours in the Practice's offices upon no less than two (2) business days prior written notice from Service Provider to the Practice. The Practice shall permit Service Provider and its duly authorized representatives to inspect, audit and duplicate any Practice Records to the extent permitted by applicable law that are reasonably necessary for Service Provider to perform its duties under this Agreement, defend any third-party claims, determine proposed Budget expense or the Administrative Services Fee or comply with applicable law. Service Provider shall conduct such inspections or audits in a manner that minimizes any unreasonable interference in the operation of the Practice's clinical practice. The Practice agrees that Service Provider may retain a copy of all Practice Records copied by Service Provider in accordance with this Agreement for regulatory reporting, archival purposes and the determination of rights and/or resolution of disputes arising under this Agreement. The Practice and Service Provider shall each comply with all applicable laws pertaining to the confidentiality of the Practice Records, including, but not limited to, HIPAA. Concurrently with the execution of this Agreement, Service Provider and the Practice shall enter into a Business Associate Agreement substantially in the form attached hereto as Exhibit 3.23(a).

(b) Service Provider Records. Except for the Practice Records, all Service Provider Records shall be the property of Service Provider. The Practice further acknowledges and agrees that all other business records that are owned or developed by Service Provider, whether in written or electronic form, in connection with the performance of its obligations under this Agreement shall be the property of Service Provider and shall constitute Service Provider Records. Service Provider agrees to respond to subpoenas for information contained in the Service Provider Records and to comply with any requests for information contained in the Service Provider Records both during the Term and following the termination of this Agreement, to the extent reasonably required by applicable law. If the Practice reasonably requests Service Provider Records (other than Service Provider Records that are subject to the attorney-client privilege or relate to a dispute between the Practice and Service Provider or Service Provider's performance of its obligations under this Agreement) in order for the Practice to defend any third-party claims, determine proposed Budget expense or the Administrative Services Fee or comply with applicable

law, Service Provider shall provide such Service Provider Records for inspection and copying by the Practice at the Practice's sole cost and expense during the Term and post-termination period during regular business hours in Service Provider's office upon no less than two (2) business days prior written notice from the Practice to Service Provider. The Practice agrees that Service Provider records will not be used by Practice or its Providers in any way adverse to the Service Provider, will not be removed from the premises of the Practice (except as the Practice and/or its Providers' duties hereunder require) and (d) at the termination of this Agreement or engagement of such Providers, will be left with, or promptly returned and/or restored to the Service Provider, and the Practice and such Providers shall discontinue use of such materials.

Section 3.24 Insurance.

(a) Service Provider shall assist Practice in determining the insurance Practice needs to maintain in accordance with the Practice's obligations pursuant to Section 8.1 below. Service Provider shall procure such insurance in the name of the Practice.

(b) Throughout the Term, Service Provider shall obtain and maintain with commercial carriers, appropriate workers' compensation coverage and such other employment-related insurance as required by State law for Service Provider's Leased Employees provided pursuant to this Agreement, and comprehensive general liability insurance covering Service Provider on such basis and upon such terms and conditions as is appropriate in the determination of Service Provider. Upon the request of the Practice, Service Provider shall provide the Practice with a certificate evidencing such insurance coverage.

Section 3.25 Tax Matters. Service Provider will oversee the preparation of all appropriate tax returns and reports required of Practice. Service Provider and Practice acknowledge and agree that to the extent that any of the Administrative Services to be provided by Service Provider hereunder may be subject to any state sales and use taxes, Service Provider may have a legal obligation to collect such taxes from Practice and to remit same to the appropriate tax collection authorities. Practice agrees to pay, in addition to the payment of the Administrative Services Fee, the applicable state sales and use taxes in respect of the portion of the Administrative Services Fees attributable to such services.

Section 3.26 Information Systems. The Practice shall use all software, hardware and any other components of any data or information systems (collectively, the "Service Provider MIS") provided by Service Provider (or its designee) in accordance with and subject to all of the terms and conditions of any license or sublicense agreements, leases or any other agreements that such Service Provider MIS are subject to, and which have been provided to Practice, and the Practice shall not allow or permit any person to use the Service Provider MIS or any portion thereof in violation of any such license or sublicense agreements, lease or any other agreements.

Section 3.27 Health Care Compliance. Service Provider shall assist the Practice in connection with the Practice's compliance with health care laws, as applicable; provided, however, that such compliance shall be subject to the

ultimate oversight, and shall be the sole and exclusive responsibility of the Practice, as the case may be, and, to the extent applicable, the Providers.

Section 3.28 Health Care Analytics. Service Provider (or its designee) shall assist the Practice in formulating and analyzing various types of health care data in order to facilitate the Practice's operations. The Practice shall require its Providers to participate in the development, implementation, and continuing operation of such programs and to comply with the standards, protocols or practice guidelines established thereby. The Practice hereby authorizes Service Provider to prepare and distribute reports of such programs to Providers, employees of, and consultants to, the Practice and Service Provider, to payors and to such other persons as the Practice deems necessary in order for Service Provider to carry out its obligations hereunder, all in accordance with applicable law. Further, Service Provider shall provide the non-clinical aspects of developing resources and protocols for the Practice in connection with risk management, incident tracking, and patient safety in a manner approved by the Practice.

Section 3.29 Representations and Warranties of Service Provider.

(a) Service Provider is [____] duly organized, validly existing and in good standing under the laws of [____] and authorized to conduct business in the State. Service Provider has full power and authority to execute and deliver this Agreement and to carry out, or cause to be carried out, the transactions contemplated by this Agreement.

(b) This Agreement has been duly authorized by all necessary action on the part of Service Provider and has been duly executed and delivered by Service Provider and, assuming valid execution and delivery by the Practice, constitutes a valid and legally binding obligation of Service Provider in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law).

(c) Neither the execution and delivery of this Agreement by Service Provider, nor the consummation by Service Provider of the transactions contemplated hereby nor compliance by Service Provider with any of the provisions hereof shall: (i) conflict with or result in any breach of any provisions of the organizational documents of Service Provider; (ii) conflict with, or result in the breach of, constitute a default under or result in the termination, cancellation or acceleration (whether after the giving of notice or the lapse of time or both) of any right or obligation of Service Provider or its Affiliates under any agreement to which Service Provider or its Affiliates is a party or to which its properties or assets are subject; or (iii) violate or result in a breach of, or constitute a default under any law or other restriction of any governmental entity to which Service Provider is subject, except, with respect to the immediately preceding clauses (ii) and (iii), for any violations, breaches, conflicts, defaults, losses, liens, terminations, cancellations or accelerations that would not, individually or in the aggregate, materially affect the ability of Service Provider to perform its obligations under this Agreement or prevent or materially impede, interfere with, hinder or delay the consummation of the transactions contemplated by this Agreement.

(d) Service Provider, its employees and contractors, if any, shall at all times during the Term, comply with all applicable laws, rules, and regulations governing companies of its type.

Section 3.30 Services Service Provider May Not Provide.

[ADDITIONAL EXCLUDED SERVICES MAY BE APPROPRIATE UNDER APPLICABLE STATE LAW]

(a) Service Provider shall not provide any of the following services to the Practice:

(i) assignment or designation of Providers to treat or otherwise perform health care services for patients;

(ii) assumption of responsibility for the care of patients;

(iii) serve as a party to whom bills or charges are made payable; or

(iv) any activity that involves the provision of Professional Services.

(b) To the extent that any act or service required by or permitted of Service Provider by any provision of this Agreement is construed or deemed to constitute the practice of such services by Service Provider in its reasonable discretion or by a court of competent jurisdiction or applicable state regulatory agency, said provision shall be void *ab initio*, severed from this Agreement, and the performance of said act or service by Service Provider shall be deemed waived by Practice but the remainder of the terms of this Agreement shall remain in full force and effect.

OBLIGATIONS OF THE PRACTICE

Section 4.1 Organization and Operation. The Practice shall at all times during the Term, be and remain legally organized and operated to provide Professional Services in a manner consistent with all material State and federal laws.

Section 4.2 Notice. In the event Practice becomes aware of any claim, lawsuit, action, governmental investigation or licensure proceeding involving the Practice or a Provider, or receives any summons, complaint, subpoena or demand letter or other notice indicating that Practice or a Provider will or may be named as a defendant in a lawsuit, then Practice shall promptly, and in no event longer than within seventy-two (72) hours, notify Service Provider in writing of such claim, lawsuit or action.

Section 4.3 Employment of Professional Employees.

(a) The Practice shall have control of and responsibility for the hiring, compensation, evaluation and termination of its professional employees and contractors in a manner consistent with the Budget; provided, however, if Practice reasonably believes an action outside the Budget is necessary to ensure appropriate clinical care, such action will not be deemed a breach of this Agreement. Although Service Provider shall provide payroll and other related services to the Practice, the Practice shall be solely responsible for the payment of all of its expenses, including but not limited to its contractors' wages, if any, and its employees' salaries and wages, payroll taxes and all other taxes and charges now or hereafter applicable to them. The Practice and its employees shall not have any claim under this Agreement or otherwise against Service Provider for workers' compensation, unemployment compensation, Social Security benefits or any other employee benefits, all of which shall be the sole responsibility of the Practice. The Practice shall only employ and contract with licensed health care professional employees who have not been terminated or excluded under the Medicare or Medicaid programs or any other federal or State health care program. Practice shall determine the salaries and fringe benefits for Practice's Providers in accordance with the Budget.

(b) Practice agrees to enforce the terms of any employment-related agreement, independent contractor agreement, and any other agreement with any non-competition, non-solicitation, confidentiality or other covenants entered into by and between the Practice and any Provider (collectively "Provider Agreements").

Section 4.4 Professional Services. The Practice retains responsibility for providing Professional Services in accordance with the professional standards and principles that apply to professionals providing the Professional Services. The Practice shall provide the Professional Services to patients in compliance at all times with ethical standards, laws and regulations applicable to the practice of medicine and any other Professional Services provided by the Practice, respectively. The Practice shall require that each licensed professional associated with the Practice who provides the Professional Services to patients at the Premises, or any other location at which Professional Services are rendered by the Practice, is licensed by the State to render the Professional Service.

Section 4.5 The Practice's Use of Equipment. With respect to any Equipment that Service Provider may acquire for the Practice, the Practice shall not authorize the Equipment to become subject to any lien, levy, attachment, encumbrance, charge, or to any judicial process of any kind whatsoever, and shall not remove the Equipment from the Premise at which it is located without the prior consent of Service Provider. The Practice recognizes and agrees that certain of the Equipment may from time to time be subject to equipment leases or otherwise as collateral for arrangements between Service Provider and equipment lessors or creditors (collectively, the "Equipment Leases"). The Practice covenants and agrees: (a) to use commercially reasonable efforts not to do anything which would constitute a material breach of the terms and conditions of any Equipment Lease of which Practice is aware; and (b) that the Equipment provided by Service Provider hereunder shall be subject to any and all provisions of such Equipment

Leases, including, without limitation, terms relating to the termination of any such Equipment Lease and the removal of the Equipment. The Practice shall as soon as reasonably practicable, and in no event longer than within two (2) business days after management of the Practice becomes aware, notify Service Provider of any material damage or loss to any Equipment or any Equipment that is in need of maintenance or repair.

Section 4.6 The Practice's Premises. The Practice shall: (a) use commercially reasonable efforts not do anything which would constitute a material breach of the terms and conditions of any Master Lease; (b) be bound by all provisions of each Master Lease, as applicable, including without limitation, any terms relating to the termination of such Master Lease; (c) not sublet or assign any of the Premises or any part thereof, or permit its use by others for any purpose unless Service Provider gives the Practice, its prior written consent, and such sublet or assignment is in compliance with the terms of the applicable Master Lease; (d) not pledge, loan, create a security interest in, or abandon possession of, any of the Premises; (e) not attempt to dispose of any of the Premises or any part thereof; or (f) not permit any liens, attachments, charge, or other judicial process to be incurred or levied on any of the Premises or any part thereof. In connection with the use of the Premises, the Practice shall comply with all applicable laws.

Section 4.7 Corporate Compliance. The Practice hereby recognizes and acknowledges the importance of maintaining corporate compliance. During the Term, with the assistance of Service Provider, the Practice shall maintain an active corporate compliance plan and shall provide a copy of same to Service Provider. The Practice shall abide by the terms of such plan.

Section 4.8 Compliance with Law. Practice represents and warrants that Practice is and will continue to be in material compliance with all applicable provisions of federal and State laws and regulations during the Term.

Section 4.9 Restrictive Covenants. The Practice hereby recognizes and acknowledges that Service Provider has specific expertise in providing administrative services to pain management practices, that Service Provider has expended large sums of money and time in developing expertise in this area, training its personnel, establishing contacts, building relationships and devising protocols in connection with the provision of administrative services, that Service Provider will incur substantial costs in entering into this Agreement and that in the process of contracting with Service Provider under this Agreement, the Practice will be privy to financial information of Service Provider and Service Provider's Confidential and Proprietary Information to which Practice would not be otherwise exposed. The Practice agrees and acknowledges that the non-competition covenants and other covenants described hereunder are necessary for the protection of Service Provider, and that Service Provider would not have entered into this Agreement without the following covenants. Practice further agrees and acknowledges that Service Provider would be irreparably damaged if the Practice breached the restrictive covenants set forth herein.

(a) Non-Compete. Except through Service Provider, or as otherwise specifically agreed to by Service Provider in writing, the Practice and Owner agree that during the Restricted Period it and Owner shall not, directly or indirectly, whether as owner, employee, partner, principal, manager, agent, consultant, contractor, member, shareholder or otherwise (i) provide any type of management, consulting or administrative services to any medical practice specializing in pain management services similar to those offered by Service Provider to the Practice, in each case in the Non-compete Territory (collectively, "Competitive Services"); (ii) own, manage, operate, finance, join, control or participate or lend money to any business, whether in corporate, limited liability company or partnership form or otherwise, which in any way engages in any business that renders Competitive Services in the Non-compete Territory; (iii) own, manage, finance or control a pain management practice, whether in a professional corporation, professional limited liability company or otherwise, within the Non-Compete Territory, if such Person receives or contracts to receive any Competitive Services from any Person other than Service Provider. Provided, however, that (i) nothing herein shall be construed to prevent any such person from holding as a passive investment not more than one percent (1%) of the shares in any company whose shares are quoted on any stock exchange or inter-dealer quotation system, (ii) the foregoing provisions shall not in any way limit or mitigate such Person's confidentiality obligations herein and (iii) the Restricted Period will be extended by and for the duration of any period of time during which such Person is in violation of any provision of this Section 4.9(a).

(b) Non-Solicit. To the extent permitted by law:

(i) the Practice shall not, during the term of this Agreement and for a period of one (1) year from the date of termination or expiration of this Agreement, and shall ensure that its Providers shall not, during the term of their employment by the Practice and for a period of one (1) year thereafter, solicit for employment, verbally or in writing, employ or offer employment to any employee or former employee of the Service Provider or its affiliates, including, but not limited to any personnel provided by the Service Provider to the Practice hereunder, without the prior written consent of the Service Provider.

(ii) during the term of any Provider's employment with the Practice and for a period of one (1) year after the termination or expiration of any such Provider's employment agreement with the Practice, such Provider shall not, without the express written consent of the Practice, solicit verbally or in writing, any patient or former patient of the Practice, or otherwise interfere with such patient or former patient's relationship with the Practice in connection with the provision of pain management services. Upon termination of any Provider's employment with the Practice, the Practice shall promptly notify the Provider's patients of how and where to contact the Provider.

(iii) Practice covenants and agrees that during the Restricted Period, neither it nor any of its Representatives or Affiliates shall directly or indirectly solicit, hire or interfere with (or otherwise knowingly assist a Person to solicit, hire or interfere with) Service Provider's or any of its Affiliate's or any of their managed practices' relationships with or endeavor to entice away from Service Provider, or its Affiliates or any of their managed practices, any customer, client, payor, vendor,

employee, agent or contractor of Service Provider or its Affiliates or any of their managed practices, unless the Practice receives the prior written consent of the Service Provider.

(iv) in the event that any of the Providers shall violate any provision of this Section 4.9(b), the Practice shall immediately notify the Service Provider of such activity and the Practice shall immediately take all necessary and appropriate corrective action.

(b) Non-Solicit. To the extent permitted by law:

(i) the Practice shall not, during the term of this Agreement and for a period of one (1) year from the date of termination or expiration of this Agreement, and shall ensure that its Providers shall not, during the term of their employment by the Practice and for a period of one (1) year thereafter, solicit for employment, verbally or in writing, employ or offer employment to any employee or former employee of the Service Provider or its affiliates, including, but not limited to any personnel provided by the Service Provider to the Practice hereunder, without the prior written consent of the Service Provider.

(ii) during the term of any Provider's employment with the Practice and for a period of one (1) year after the termination or expiration of any such Provider's employment agreement with the Practice, such Provider shall not, without the express written consent of the Practice, solicit verbally or in writing, any patient or former patient of the Practice, or otherwise interfere with such patient or former patient's relationship with the Practice in connection with the provision of pain management services. Upon termination of any Provider's employment with the Practice, the Practice shall promptly notify the Provider's patients of how and where to contact the Provider.

(iii) in the event that any of the Providers shall violate any provision of this Section 4.9(b), the Practice shall immediately notify the Service Provider of such activity and the Practice shall immediately take all necessary and appropriate corrective action.

(c) Enforcement. The Practice agrees that unless otherwise agreed to in writing by Service Provider, it will use commercially reasonable efforts to enforce any non-competition, non-solicitation, non-disparagement, and confidentiality covenants and other restrictive covenants of any and all Provider Agreements, as the case may be, to which Practice is a party.

(d) Legitimate Business Interests. Practice understands and acknowledges that each of the provisions in this Section 4.9 is designed to preserve the goodwill and other legitimate business interests of Service Provider. Accordingly, if Practice breaches, or it or its Representatives directly or indirectly cause to be breached, any obligation of Section 4.9 then in addition to any other remedies available under this Agreement, at law or in equity, Service Provider shall be entitled to seek to enforce this Agreement against the breaching Party by injunctive relief and by specific performance of the Agreement, such relief to be without the necessity of posting a bond, cash or otherwise. Additionally, nothing in this Section shall limit Service Provider's right to recover against the breaching Party any other damages to which it is entitled as result of such breach. The Practice acknowledges and agrees that the restrictive covenants set forth in this

Section 4.9 are reasonable in nature, duration and scope and will not seek or otherwise sue to have the restrictive covenants set forth herein declared invalid. Moreover, any breach or default by Service Provider of any duty or obligation hereunder or of any other agreement shall not be a defense to the enforceability of the restrictive covenants set forth in this Section 4.9. If any court finds that the Practice has breached, or any of it or its Representatives have, directly or indirectly caused to be breached, any of the restrictive covenants set forth in this Section 4.9, then such breached restrictive covenant(s) shall be extended for an additional period equal to the period of such breach. If any provision of the covenants is held by a court of competent jurisdiction to be unenforceable due to an excessive time period, geographic area, or restricted activity, the covenant shall be reformed and amended only to the least extent necessary to comply with such time period, geographic area, or restricted activity that would be held valid and enforceable to the maximum extent permitted by law. The provisions of Section 4.9 shall survive any termination, expiration or non-renewal of this Agreement.

Section 4.10 Compliance with Laws. Practice represents and warrants that Practice is and will continue to be in material compliance with all federal and State laws, regulations, orders and restrictions applicable to Practice and has not received any notice from any Government Agency, nor does Practice have any knowledge that this Agreement or Practice's performance under this Agreement violates any law, regulation, order, or restriction imposed by the United States or any state, municipality or subdivision thereof. Practice further represents, warrants and covenants that this Agreement is not prohibited by applicable law as it currently exists and agrees not to raise any challenge to this Agreement or the Practice's obligations hereunder under any law currently in effect or any reasonable interpretation of the same. Notwithstanding any other provision in this Agreement, the Practice remains solely and exclusively responsible for ensuring that the Professional Services provided by it are delivered in accordance with, and comply in all respects with all federal, State and local statutes, rules, regulations and standards of professional conduct. The Practice shall maintain in full force and in good standing all licenses, permits, authorizations, and approvals, made necessary by, and arising out of or relating to the Professional Services.

Section 4.11 Additional Representations and Warranties of the Practice.

(a) Practice shall retain complete and accurate records of all of the billings and collections for all health care services rendered to its patients (including collections from patients, insurance companies, HMOs, PPOs, and other third-party payors); provided, that Service Provider may assist with certain of the foregoing items pursuant to the terms of this Agreement.

(b) The Practice is a [____] duly organized, validly existing and in good standing under the laws of the State and duly authorized to render the Professional Services. The Practice has full power and authority to execute and deliver this Agreement and to carry out, or cause to be carried out, the transactions contemplated by this Agreement.

(c) This Agreement has been duly authorized by all necessary action on the part of the Practice and has been duly executed and delivered by the Practice and, assuming valid

execution and delivery by Service Provider, constitutes a valid and legally binding obligation of the Practice in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law).

(d) Neither the execution and delivery of this Agreement by the Practice, nor the consummation by the Practice of the transactions contemplated hereby nor compliance by the Practice with any of the provisions hereof shall: (i) conflict with or result in any breach of any provisions of the organizational documents of the Practice; (ii) conflict with, or result in the breach of, constitute a default under or result in the termination, cancellation or acceleration (whether after the giving of notice or the lapse of time or both) of any right or obligation of the Practice or its Affiliates under any agreement to which the Practice or its Affiliates is a party or to which its properties or assets are subject; or (iii) violate or result in a breach of, or constitute a default under any law or other restriction of any governmental entity to which the Practice is subject, except, with respect to the immediately preceding clauses (ii) and (iii), for any violations, breaches, conflicts, defaults, losses, liens, terminations, cancellations or accelerations that would not, individually or in the aggregate, materially affect the ability of the Practice to perform its obligations under this Agreement or prevent or materially impede, interfere with, hinder or delay the consummation of the transactions contemplated by this Agreement.

(e) The Practice, its employees and professional subcontractors, if any, shall at all times during the Term, be duly licensed as required by the State and shall comply with all applicable laws, rules, regulations and standards of professional conduct relating to the operation of the Practice.

(f) Practice will provide to Service Provider upon request, a true, correct and complete list of (i) each bank in which Practice has an account, credit line, safe deposit box, or lock box, maintained in the name of, or controlled by, Practice, along with a brief description of such arrangement and (ii) the names of all Persons who are a signatory or otherwise currently authorized to draw thereon or having access thereto.

(g) Owner is the sole [___] of the Practice and no other Person has any ownership, investment, beneficial, profit, or other financial interest in Practice and there are no outstanding options, warrants or other contractual rights pursuant to which Practice must issue, assign, transfer or otherwise dispose of any interest in Practice to another Person.

Section 4.12 Additional Events of Breach. The following actions by the Practice shall constitute a breach of this Agreement:

(a) The payment of any dividends on the equity of the Practice or other distribution to the owner of the Practice, except as permitted in any other agreements to which the Practice and the Service Provider are both parties;

(b) Any merger, restructuring or consolidation of the Practice;

(c) Any sale, assignment, pledge, lease, exchange, transfer or other disposition, including, without limitation, a mortgage or other security device, of any assets or leases, including the Practice's accounts receivable;

(d) Any grant of a lien, security interest or other encumbrance on the assets of the Practice;

(e) Entering into any material compensatory relationship with a person affiliated with or related to Owner; or

(f) The dissolution or liquidation of the Practice.

CONFIDENTIAL INFORMATION

Section 5.1 Confidential Information and Proprietary Information.

(a) Each Party recognizes the proprietary interest of the other Party in its Confidential and Proprietary Information (as hereinafter defined). The Parties acknowledge and agree that any and all Confidential and Proprietary Information communicated to, learned of, developed or otherwise acquired by a Party during the Term shall be and is the property of the Originating Party. The term "Originating Party" shall mean the Party who has the Confidential and Proprietary Information as part of its business originally. Each Party further acknowledges and understands that its disclosure of any Confidential and Proprietary Information of the Originating Party may result in irreparable injury and damage to such Party. As used herein, "Confidential and Proprietary Information" means, but is not limited to, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, financial projections, cost summaries, pricing formula, contracts analyses, financial information, projections, maps, confidential filings with any State or federal agency, business plans, and all other concepts, methods of doing business, ideas, materials or information prepared by a Party, by its employees, officers, directors, agents, representatives or consultants. "Confidential and Proprietary Information" shall not include any of the foregoing items which: (i) prior to or after the time of disclosure, become publicly known and generally available (other than as a result of any improper action or inaction of a Party); (ii) at any time rightfully disclosed to a Party by a third party or parties without violation by such third party of any obligation of confidentiality and without restriction on disclosure; and/or (iii) is required to be disclosed by applicable law or proper legal, governmental or other competent authority, provided that the other Party shall be notified sufficiently in advance of such requirement so that such Party can seek an appropriate protective order with respect to such disclosure.

(b) The Parties agree at all times during the Term and following the termination hereof for any reason, to hold in strictest confidence and not to disclose to any person, firm or corporation, other than to attorneys, accountants and other persons engaged by such Party, directly or indirectly, the Confidential and Proprietary Information, without the prior written consent of the other Party in each instance, and not to use the Confidential and Proprietary Information in any manner directly or indirectly other than in performance of its obligations under this Agreement.

Notwithstanding the foregoing, Service Provider may disclose Confidential and Proprietary Information to persons to which Service Provider is permitted to assign this Agreement pursuant to Section 12.1 and Service Provider's lenders and Affiliates and Practice can disclose to its Affiliates. The Parties will keep such Confidential and Proprietary Information confidential and will ensure that their Affiliates and Representatives, who have access to such Confidential and Proprietary Information, comply with these non-disclosure obligations. If Service Provider or Practice is requested or required (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, or similar processes) to disclose or produce any Confidential and Proprietary Information of the other Party furnished in the course of its dealings with the other, the Party to whom the request has been made will (i) provide the others with prompt notice thereof and copies, if possible, and, if not, a description, of the Confidential and Proprietary Information requested or required to be produced so that Party may seek an appropriate protective order or waive compliance with the provisions of this Section 5.1, and (ii) consult with the other as to the advisability of taking of legally available steps to resist or narrow such request. In addition, Practice acknowledges that the Service Provider Records, as they each may exist from time to time, are valuable, special and unique assets of Service Provider and are deemed to be "Trade Secrets." In furtherance thereof, Practice covenants to keep the Service Provider Records in strictest confidence and not to use or disclose the Service Provider Records during the Term and at all times thereafter, except (i) with Service Provider's prior written consent, (ii) in connection with the operation of Practice during the Term, or (iii) as otherwise expressly permitted in this Agreement. Further, Service Provider acknowledges that the Practice Records, as they each may exist from time to time, are valuable, special and unique assets of Practice and are deemed to be "Trade Secrets." In furtherance thereof, Service Provider covenants to keep any Practice Records in strict confidence and not to use or disclose the Practice Records during the Term and at all times thereafter except (i) with the Practice's prior written consent, (ii) in connection with the provision of the Administrative Services, or (iii) as otherwise expressly permitted in this Agreement.

(c) In the event of any termination of this Agreement for any reason whatsoever, each Party shall promptly deliver to the other all documents, data and other information containing or pertaining to Confidential and Proprietary Information of the Originating Party, and destroy such information which is not capable of being returned.

Section 5.2 Breach of Confidentiality. The Parties acknowledge that the restrictions contained in this ARTICLE 5 are reasonable and necessary to protect the legitimate business interests of each Party and that any violation thereof would result in irreparable harm to the other Party. It is agreed that any breach of the confidentiality provisions herein by a Party under this ARTICLE 5 shall entitle the other Party, in addition to all other remedies it may seek and subject to Section 12.11 of this Agreement, to seek to enjoin any violation, threatened or actual, of the restrictions contained in this ARTICLE 5, without posting bond or other security.

Section 5.3 Non-Disparagement. The Parties agree that they shall not make or cause to be made, any public written (including, without limitation, any e-mails, internet postings, remarks or statements) or verbal assertions, statements or other communications regarding the Parties (nor concerning any of their

respective Affiliates or Representatives), which reasonably could be anticipated to be defamatory, detrimental or unfavorable to any of the foregoing. Each Party agrees that this non-disparagement covenant shall apply during the Term and at all times thereafter.

Section 5.4 Survival. The provisions of this ARTICLE 5 shall survive any termination of this Agreement.

FEES AND PAYMENTS

Section 6.1 Fees and Payments.

(a) The Practice and Service Provider agree to the Administrative Services Fee, as set forth on Exhibit 6.1, in consideration of the items and Administrative Services set forth in this Agreement.

(b) Subject to the priority of payments set forth in Section 6.4 below, Service Provider shall withdraw the Administrative Services Fee [on a weekly basis.] **[NOTE: Please confirm how often the fee will be withdrawn. It should probably match the payment schedule for the royalty. However, you should consider whether the royalty and management fee payments should both be monthly to match a standard billing, collection, and expense cycle for the practice.]**

(c) The Practice agrees and covenants that the Practice shall not initiate, make or bring, any claim, counterclaim, suit, action, allegation, report or disclosure in, to or with a Government Agency alleging that (i) the Administrative Services Fee is not consistent with fair market value for the Administrative Services rendered, (ii) this Agreement or any provision hereof, including payment of the Administrative Services Fee, is not enforceable against the Practice because it violates applicable law, or (iii) this Agreement or any provision hereof is invalid or that this Agreement may be terminated or null and void due to applicable law. Notwithstanding anything to the contrary in this Section, upon a Change in Law requiring an amendment hereunder, the Parties shall be required to comply with Section 12.7.

Section 6.2 Fees Payable Upon Termination. Upon termination of this Agreement for any reason, all outstanding Administrative Service Fees and any and all other obligations owed directly or indirectly by the Practice to Service Provider shall become immediately due and payable.

Section 6.3 Deficient Funding; Advances.

(a) Advances. Subject to the terms and conditions of this Agreement, and to the extent necessary to fund Practice's obligations hereunder, Service Provider may, following notice to, and approval of, Practice, elect to make principal advances (each an "Advance") to the Practice under this Agreement. Service Provider will record in its books and records the amount of each Advance made by Service Provider to the Practice under this Agreement and all payments made by the Practice to Service Provider.

(b) Interest. Each Advance will bear interest from the date of disbursement to the date of repayment at a rate not to exceed nine percent (9%) per annum (calculated on the basis of three hundred sixty-five (365) days per year), compounding monthly.

(c) Repayment.

(i) The sum of all Advances made by Service Provider to Practice and not previously repaid, plus all accrued but unpaid interest (the "Outstanding Balance") will be due and payable immediately upon demand by Service Provider, but subject to the priority of payments set forth in Section 6.4 below, by delivery of written notice to the Practice. After the date on which Service Provider demands repayment of the Outstanding Balance:

(1) interest will accrue on the Outstanding Balance at a rate not to exceed nine percent (9%) per annum (calculated on the basis of three hundred sixty-five (365) days per year), compounding monthly; and

(2) Service Provider may pursue any remedy available at law or in equity to enforce or compel the Practice's performance of its obligations under this Agreement and pursue any remedies set forth in this Agreement.

(ii) Any other payments made by Practice under this Agreement will be applied first to accrued and unpaid interest and then to the repayment of the outstanding principal balance of Advances or the Outstanding Balance, as applicable.

(d) Notes. As Service Provider may request from time to time, Practice will execute a mutually agreed upon promissory note evidencing the amount of the then outstanding Advances.

(e) Security. As security and collateral for any Advances, the Practice hereby grants a security interest to Service Provider in accordance with ARTICLE 10 hereof.

Section 6.4 Application of Payments. Service Provider will pay from the Operating Account, on a monthly basis, all expenses incurred on or after the Effective Date in accordance with the Budget. The Service Provider, on behalf of the Practice, shall apply funds that are in the Operating Account in the following order of priority:

(a) to pay all taxes of the Practice as and when due;

(b) to pay compensation of Practice's Owner, employees and independent contractors, for professional services rendered;

(c) to pay any refunds or other amounts owed to patients or third-party payors;

(d) to pay all cumulative direct costs and expenses of operating Practice's business, including, without limitation, insurance premiums (including any tail insurance premiums), marketing expenses, supply expenses, equipment purchase and lease expenses, auditing and tax preparation fees and fees of professional advisors, such as attorneys, any costs

and expenses of repairs, maintenance, litigation, defense, enforcement of non-competes against other providers, any indemnification obligations, any and all license, inspection and/or other regulatory fees, and/or any other operational charges for which Practice is responsible;

(e) to repay any and all amounts of money advanced or otherwise loaned or guaranteed by Service Provider to the Practice or for the benefit of the Practice, including all Advances and Outstanding Balance consistent with Section 6.3; provided that payments shall first be applied against any outstanding interest compounded as of such date and any remainder shall be applied secondly to principal on such advance or loan; and

(f) then, to pay the Administrative Services Fee reflected in Exhibit 6.1.

Section 6.5 Fair Market Value Administrative Services Fee. The Practice and Service Provider agree that the Administrative Service Fee set forth in Exhibit 6.1 reflects the result of an arms-length negotiation between the Parties, without taking into account any source of referrals, or the volume or value of any patient referrals from Service Provider (or its Affiliates or Representatives) to the Practice, or from the Practice to Service Provider (or its Affiliates or Representatives), that is reimbursed under any governmental or private health care payment or insurance program. No amount agreed to be paid hereunder or actually paid in connection herewith is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by the Practice to Service Provider (or its affiliates) or by Service Provider (or its Affiliates or Representatives) to the Practice.

Section 6.6 Process for Administrative Services Fee Adjustment.

(a) If after one (1) year of operations hereunder, and no more frequently than annually, either Party believes that the Administrative Services Fee is no longer consistent with fair market value for the Administrative Services rendered in connection herewith, including without limitation, due to actual or anticipated increased expenses relating to Practice, such Party shall provide written notice to the other party setting forth its intent to renegotiate the Administrative Services Fee. Upon receipt of such written notice, the Parties shall re-negotiate in good faith, for a period of up to thirty (30) days, an adjustment to the Administrative Services Fee. In the event Service Provider and Practice are unable to reach a mutual agreement of a renegotiated Administrative Services Fee by the expiration of such thirty (30)-day period, then either party may elect to obtain an independent appraisal to be performed by a nationally recognized independent third-party valuation consultant with expertise in medical practice administrative arrangements as mutually agreed by the Parties. The appraisal shall be conducted using the same methodology and in a manner consistent with the appraisal conducted immediately prior to the execution of this Agreement on behalf of Service Provider, and shall be binding on the Parties, and the Administrative Services Fee will be adjusted to reflect the mid-point of the appraisal with such adjustment being effective the date the appraisal is received. The cost of such appraisal shall be borne equally by Service Provider and Practice.

(b) Commencing upon the one (1)-year anniversary of the Effective Date and continuing on each one (1)-year anniversary thereafter and at such other times as mutually agreed

to by the Parties, the Administrative Services Fee may be adjusted by the Parties to take into account any changes in expenses relating to the current annual Budget, changes in services provided, including as a result of growth in the Practice's business and/or the management of additional Premises or other sites, or other material events, then in effect as well as any changes that the Parties anticipate will be in effect during the next one (1)-year period. Any changes in the Budget shall result in an appropriate adjustment to the Administrative Services Fee to reflect the change in scope and effort.

(c) In the event that Service Provider incurs capital expenditures on behalf of the Practice, (i) which are outside the Practice's Budget, (ii) which are not for items specifically included in the Administrative Services to be provided solely by Service Provider hereunder, and (iii) which capital expenditures are approved by Practice, then such capital expenditures are to be reimbursed by Practice to Service Provider separate and apart from payment by Practice of the Administrative Services Fee but still subject to the priority of payment set forth in Section 6.4 above. Such capital expenditures shall be repaid to Service Provider by Practice on the same basis that Service Provider incurred such expenditures (*e.g.*, if Service Provider paid cash in a lump sum, Practice shall reimburse Service Provider by cash in a lump sum, or, if Practice does not have the lump sum, shall be considered a loan from Service Provider pursuant to Section 6.3).

Section 6.7 The Accounts.

(a) Lockbox Account. The Practice and/or Service Provider shall deposit in a lockbox account established in the name of and maintained by Practice in accordance with the provisions of this Section 6.7 (the "Lockbox Account") all accounts receivable and all patient co-payments and other amounts relating to services provided to patients whose care is paid for, in whole or in part, by any federal health care program. To the extent that the Practice or any of its employees or agents receives funds for services paid for or reimbursed by governmental payers, such funds shall be deposited in the Lockbox Account. Practice shall enter into an agreement with a bank mutually agreed upon by the Parties to cause the bank (i) to establish and service the Lockbox Account in the name of Practice and under the sole dominion and control of Practice, subject to the terms hereof, (ii) to collect, receive, take possession of, endorse in the name of Practice and otherwise negotiate for and on behalf of Practice, payments with respect to accounts receivable, and to deposit the same into the Lockbox Account, and (iii) to sweep the proceeds of such Lockbox Account on a daily basis, or on such other schedule as may be determined as necessary by Service Provider, into the Practice Account. Service Provider and Practice shall each receive copies of the monthly bank statements for the Lockbox Account. Except in connection with a termination of this Agreement by the Practice pursuant to Section 9.1, the Practice's revocation of such bank instructions or a breach of this Section shall constitute a material breach of this Agreement.

(b) Practice Account. All payments with respect to accounts receivable and all patient co-payments and other amounts relating to Professional Services provided to patients whose care is not paid for, in whole or in part, by any federal health care program shall be deposited directly into the Practice Account. To the extent that the Practice or any of its employees or agents receives funds for services paid for or reimbursed by non-governmental payers, such funds shall be deposited in the Practice Account. The Practice Account shall be established at a bank mutually agreed upon by the parties. Service Provider shall have access to the Practice Account. Practice

shall cause the bank to sweep the proceeds of the Practice Account on a daily basis, or on such other schedule as may be determined as necessary by Service Provider, into an account held and managed by Service Provider (the "Operating Account"), to facilitate cash management and to pay for items specified in ARTICLE 4 and such other expenses as Service Provider is to pay on behalf of the Practice. If Practice or any of its Representatives modifies or revokes such instructions with the bank that holds the Practice Account, the Practice shall be in material breach and default of this Agreement.

(c) Bank Instructions. With respect to the agreements and arrangements Practice enters into with the bank(s) where the Practice Account is maintained, all such agreements shall provide that the control and sweep arrangements set forth in this Section 6.7 shall require Service Provider be provided at least five (5) business days' written notice before any amendment, revocation or other modification or termination shall be effective.

(d) Exhibit 6.7(d) hereto sets forth a true and correct list of (i) each bank at which the Practice has an account, credit line, safe deposit box, or lock box, maintained in the name of, or controlled by, the Practice and (ii) the names of all individuals or entities who are a signatory or otherwise currently authorized to draw thereon or have access thereto.

(e) Bank Documentation and Covenant.

(i) Upon request of Service Provider, Practice shall execute and deliver to Service Provider for delivery to or, as Service Provider directs, directly to any and all financial institutions at which any Practice Account are maintained, such additional documents or instruments as may be necessary to evidence the special and limited POA granted to Service Provider by Practice pursuant to Section 10.1.

(ii) During the Term and thereafter so long as Service Provider has POA pursuant to Section 3.7, Practice and its Representatives will not remove, withdraw or authorize the removal or withdrawal of any funds from the Practice Account or Lockbox Account for any purpose except to accomplish the transfer of funds described in Section 6.7(a), Section 6.7(b), and Section 3.7(a)(vii) above and any funds in excess of amounts and under the priority of payments under Section 6.4 above and the reserves set forth in Section 6.10 below.

(iii) Service Provider will correct, as soon as practicable, any mistakes that Service Provider discovers with regard to other funds being combined with Practice funds, such as payor payment errors and the like.

(iv) Upon request of Service Provider, Practice shall take such actions as are necessary to facilitate Service Provider obtaining a deposit account control agreement in favor of the Service Provider, in a form mutually acceptable between Service Provider and Practice, with respect to the Practice Account.

Section 6.8 Security Interest.

(a) Grant of Security Interest. The Practice shall grant, convey and assign to Service Provider a first priority, security interest in all accounts of the Practice. For purposes of

the UCC, and all other applicable laws, rules and regulations, this Agreement constitutes a security agreement.

(b) Perfection. The Practice shall execute, upon request by Service Provider, financing statements deemed necessary or desirable by Service Provider to perfect the aforesaid security interest. The security interest granted is not intended to alter, modify, substitute or otherwise restrict any other rights or remedies which Service Provider may have or which may be available to Service Provider by operation of law or otherwise.

(c) Additional Documents. The Parties shall execute any and all additional documents reasonably required to open or maintain the Practice bank accounts, to effect the POA granted by the Practice to Service Provider herein (including, without limitation, one or more agreements creating control accounts), and to otherwise satisfy the requirements of the banking institution where a bank account is maintained.

(d) Account Records. The Practice shall mark its records of accounts in any manner reasonably satisfactory to Service Provider to indicate the interest of Service Provider, furnish to Service Provider, upon request, all original and other written agreements or documents evidencing right to payment, and deliver to Service Provider, appropriately endorsed, any instrument or chattel paper connected with any account.

(e) Default. In the event of a default by the Practice, Service Provider may exercise any and all rights and remedies available to it at law or in equity. All such remedies shall be non-exclusive.

Section 6.9 Additional Capital Expenditures. In the event that Service Provider incurs capital expenditures on behalf of the Practice in excess of the amount set forth in the Budget, which expenditures shall require the approval of Practice, then such expenditure shall be a "Working Capital Advance" for the Practice and shall be made part of a loan agreement from Service Provider to the Practice.

Section 6.10 Excess Revenue. [For any fiscal year, if the Practice's revenue exceeds the sum of all Practice expenses for the payment of salaries, benefits and taxes for employees of the Practice, as well as any malpractice premiums and compensation or other amounts due to the owner under the Practice's governing documents, and all amounts payable to the Service Provider pursuant to this Agreement (the "Excess Revenue"), then seventy five percent (75%) of such Excess Revenue shall be held for a period of fifteen (15) months in the Practice Account so that such funds are available to pay future amounts payable to the Service Provider pursuant to this Agreement, including without limitation, the Administrative Services Fee and repayment of any Working Capital Advance and Advance.] [TO BE DELETED IF THE DEFAULT CALCULATION OF ADMINISTRATIVE SERVICES FEE IS PERMITTED UNDER APPLICABLE STATE LAW.]

RECORDS

Section 7.1 Ownership of Records. All Practice Records shall at all times be and remain the sole property of the Practice; provided, subject to compliance with applicable law, Service Provider shall have the right to maintain physical or electronic copies of non-patient records thereof.

Section 7.2 Post-Termination Access to Records. After the Term, as needed for any post-termination matters, (i) Service Provider or its agents shall have reasonable access during normal business hours to review the Practice Records, described in Section 7.1 above, and (ii) the Practice or its agents shall have reasonable access during normal business hours to review records of collections, expenses and disbursement as kept by Service Provider in performing Service Provider's obligations under this Agreement. In furtherance of the foregoing, either Party, subject to compliance with law, may copy such records as needed, at its own expense, at such times and upon such notice as not to unreasonably interfere with the business of the other Party.

INSURANCE AND INDEMNITY

Section 8.1 Insurance.

(a) Service Provider, in consultation with the Practice, and at the Practice's sole expense, shall purchase for the Practice, and Practice shall maintain in force during the Term and Post-Termination Period, professional liability insurance on behalf of Providers and Practice; comprehensive general liability insurance; workers' compensation insurance and other statutorily required insurance; directors and officers liability insurance; billing and collections errors and omissions insurance; professional liability and other types of insurance customary and reasonable in connection with the operation of the Practice; all with commercially reasonable coverages unless otherwise specifically provided below. Policy limits for the general liability insurance shall be no less than [_____]. Professional liability insurance shall have policy limits for Providers of no less than [_____].

(b) Service Provider Right to Purchase Tail Insurance. The coverages set forth in Section 8.1(a) (including naming Service Provider as an additional insured on each policy) shall be maintained in force by Practice, either by maintaining such policy in effect or by purchase of an "extended period reporting" endorsement, for a period lasting four (4) years after the occurrence of the expiration of the Term (including any non-renewal prior to a Renewal Term) or the date of termination of this Agreement if such occurs prior to the end of the Term (the "Post-Termination Period"). Notwithstanding any provision herein to the contrary, within thirty (30) days after the first day that begins the Post-Termination Period, Practice shall provide evidence satisfactory to Service Provider, in Service Provider's sole discretion, that such insurance has been purchased and completely paid (or escrowed) for the entire Post-Termination Period. If evidence of such coverage

is not timely provided to Service Provider's satisfaction, at Service Provider's option, Service Provider may make arrangements for the purchase of such insurance in consultation with the Practice and, in Service Provider's sole discretion, Service Provider may pay for such coverage (and/or escrow any portion of the money not yet paid but which will be needed or reasonably anticipated to be needed) for the Post-Termination Period as set forth under this Section 8.1(b), and Service Provider may treat such amount as an additional fee owed to Service Provider and such shall be addressed accordingly under the wind-up provisions hereunder.

Section 8.2 Indemnification.

(a) The Practice shall indemnify, defend and hold Service Provider, its officers, directors, managers, members, employees, agents and consultants harmless, from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorneys' fees and expenses, accountants' fees and expenses, and the costs of enforcing this Section 8.2), not paid by insurance (collectively, "Losses"), whenever arising or incurred, that are caused, directly or indirectly, by or as a result of: (i) the performance of, or failure to perform health care professional or other services, including diagnosis, procedure and time input for coding purposes; and/or (ii) the performance of any intentional acts or negligent acts or omissions, by the Practice and/or its agents, employees, Providers and/or contractors (other than Service Provider).

(b) Service Provider shall indemnify, defend and hold the Practice, its officers, directors, managers, members, employees, agents and consultants harmless from and against any and all Losses, whenever arising or incurred, that are caused, directly or indirectly, by or as a result of the performance of any intentional acts or negligent acts or omissions by Service Provider and/or its agents, employees and/or contractors (other than the Practice). Without limiting the foregoing, Service Provider shall indemnify and defend the Practice, its officers, directors, managers, members, employees, agents and consultants and hold them harmless from any and all allegations of improper billing or collection practices arising out of the services of Service Provider or its agents or assigns (provided that such allegations are not the result of inaccurate or incomplete information provided to Service Provider by the Practice or its Providers).

(c) Any Party seeking indemnification under this Agreement (each, an "Indemnitee") shall give the Party from whom indemnification is sought (the "Indemnitor") prompt written notice of each claim for which it seeks indemnification. Failure to give such prompt notice shall not relieve Indemnitor of its indemnification obligation; provided that such indemnification obligation shall be reduced by any damages the Indemnitor demonstrates it has suffered resulting from a failure to give prompt notice hereunder. The Indemnitor, at its own expense, shall be entitled to participate in the defense of such claim. The Indemnitee shall permit the Indemnitor, at the Indemnitor's option and expense, to assume the defense of any claim based on any action, suit, proceeding, claim, demand or assessment by any third party with full authority to conduct such defense and to settle or otherwise dispose of the same and the Indemnitee will fully cooperate in such defense; provided, however, that the Indemnitor will not, in defense of any such action, suit, proceeding, claim, demand or assessment, except with the written consent of the Indemnitee (which consent will not be unreasonably withheld), consent to the entry of any judgment or enter into any settlement (a) which provides for any relief other than the payment of monetary damages and/or (b) which does not include as an unconditional term thereof the giving by the third-party claimant to the Indemnitee of a release from all liability in respect thereof. After

written notice to the Indemnitee of the Indemnitor's election to assume the defense of such action, suit, proceeding, claim, demand or assessment, the Indemnitor shall be liable to the Indemnitee only for such legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof at the request of the Indemnitor. As to those third-party actions, suits, proceedings, claims, demands or assessments with respect to which the Indemnitor does not elect to assume control of the defense, the Indemnitee will afford the Indemnitor an opportunity to participate in such defense, at its cost and expense, and will consult with the Indemnitor prior to settling or otherwise disposing of any of the same. Notwithstanding anything to the contrary herein, with respect to any a claim asserted by a Government Agency relating to taxes, the Indemnitor shall be entitled to participate in the defense, but the Indemnitee shall control such defense. The Indemnitee will not settle any claim without the prior written consent of the Indemnitor, such consent not to be unreasonably withheld.

(d) The provisions of this Section 8.2 shall survive termination of this Agreement.

(e) Notwithstanding anything contained in this Agreement to the contrary and other than in connection with third party claims derived from the provision of Professional Services for which Service Provider seeks indemnity and defense pursuant to this Agreement, the Practice and Service Provider agree that in relation to each other, the Practice and Service Provider shall not have any right to sue for or collect, and the Practice and Service Provider shall never have any liability or responsibility whatsoever to the other for, any special, indirect, incidental, exemplary, punitive, or consequential damages, damages for lost or anticipated profits, revenues or opportunities or business interruption of any person, or any damages calculated by reference to a multiplier of revenue, profits, EBITDA or similar methodology, except to the extent paid or payable to a third party pursuant a third-party claim, whether proximately or remotely related to any default of the other under this Agreement, or any act, omission or negligence of the Practice or Service Provider or their respective agents, contractors or employees, as the case may be, and the Practice and Service Provider hereby waive any and all such rights.

TERM AND TERMINATION

Section 9.1 Term of Agreement. This Agreement shall commence on the Effective Date and shall be for [_____] years, unless terminated sooner in accordance with the terms hereof and shall thereafter automatically renew for successive [_____] year terms (collectively, the "Term") unless either Party notifies the other no less than one hundred twenty (120) days prior to the expiration of the term then in effect that this Agreement will not be so renewed. Notwithstanding the foregoing or anything else to the contrary herein or elsewhere, this Agreement may be earlier terminated pursuant to the terms of either Section 9.2 or Section 9.3 below.

Section 9.2 Termination by the Practice. The Practice may terminate this Agreement as follows:

(a) upon dissolution of Service Provider;

(b) Service Provider fails to substantially comply with State or Federal laws, statues, rules or regulations, or following an investigation involving potential violations of such laws, statutes, rules or regulations, Service Provider is found guilty of such violations, which failures to comply or violations have, or could be reasonably expected to have, a, material adverse effect on the Practice's operations;

(c) Service Provider shall file or cause to be filed a petition in voluntary bankruptcy or make a general assignment for the benefit of creditors, or upon other action taken or suffered by Service Provider, voluntarily or involuntarily, under any Federal or State law for the benefit of debtor, except for the filing of a petition in involuntary bankruptcy against Service Provider which is dismissed within ninety (90) days thereafter; or

(d) if Service Provider is in default with respect to the performance of any material duty or material obligation imposed upon it by this Agreement and such default shall continue for a period of forty-five (45) days after the written notice thereof has been given to Service Provider by the Practice. Notwithstanding the foregoing, in the event a default is not reasonably capable of being cured within the forty-five (45) day period described above, then so long as the defaulting party shall commence a cure within such forty-five (45) days period and shall diligently pursue such cure to completion within seventy-five (75) days of the notice, then the non-defaulting Party shall not have the right to terminate this Agreement. Further, to the extent any default can be remedied with monetary damages, then the sole remedy available to the non-breaching Party shall be monetary damages, and the non-breaching Party shall not be entitled to terminate this Agreement under this Section 9.2(d).

(e) Practice shall not have the right to terminate this Agreement pursuant to this Section 9 in the event of strikes, lock-outs, calamities, acts of God, unavailability of supplies or other events over which Service Provider has no control (a "Force Majeure Event") as long as such event continues for a period of not more than one hundred twenty (120) days thereafter. In the event of such Force Majeure Event, Service Provider shall not be liable to the Practice for failure to perform any of the services required hereunder as long as such failure continues for a period of not more than one hundred twenty (120) days thereafter.

Section 9.3 Termination by Service Provider. Service Provider may terminate this Agreement in the event that the Practice shall default in the performance of any material duty or material obligation imposed upon it by this Agreement, and such default shall continue for a period of forty-five (45) days after written notice thereof has been given to the Practice by Service Provider. Notwithstanding the foregoing, in the event a default is not reasonably capable of being cured within the forty-five (45)-day period described above, then so long as the defaulting Party shall commence a cure within such forty-five (45)-day period and shall diligently pursue such cure to completion within seventy-five (75) days of the notice, then the non-defaulting Party shall not have the right to terminate this Agreement.

Section 9.4 Effect of Termination. The termination of this Agreement shall be effective on the date indicated in Section 9.2 or Section 9.3 above (the "Termination Date") and this Agreement shall terminate and shall be of no further force and effect, provided, however:

(a) Each Party hereto shall provide the other Party with reasonable access to books and records owned by it to permit such requesting Party to satisfy reporting and contractual obligations which may be required of it.

(b) Amounts due and owing but unpaid to either Service Provider or the Practice as of the Termination Date shall be paid promptly by the appropriate Party.

(c) Any and all covenants and obligations of either Party hereto which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination of this Agreement, shall survive such termination.

(d) The Practice shall cooperate with the Service Provider to assure the appropriate transfer of patient cases and patient records;

(e) Both the Service Provider and the Practice shall cooperate in connection with the termination or assignment of provider contracts and other contractual arrangements; and

(f) Service Provider shall turn over all Practice Records to the Practice. Service Provider shall be entitled to retain a complete copy of all such Practice Records and to utilize such records solely: (1) for purposes of Service Provider's provision of the services; (2) in connection with any suit or investigation commenced by Service Provider or to which Service Provider is a party; and (3) to provide copies of such records in response to legally authorized requests from third parties, in compliance with HIPAA and its Business Associate Agreement with the Practice.

(g) Service Provider shall receive fair market value payment for any post-termination collection services performed on behalf of the Practice, defined as the same rate as provided for during the Term.

(h) The Practice shall promptly vacate the Premises and cease use of any and all Furnishings, Equipment and Intellectual Property where such Furnishings, Equipment and Intellectual Property are solely in the name of the Service Provider.

SECURITY INTEREST

Section 10.1 Security Interest. So long as any amount of the Administrative Services Fee or any other sum which may be due to Service Provider under this Agreement or otherwise, including but not limited to Advance funding pursuant to Section 6.3, remains unpaid, Service Provider shall have a continuing security interest in the Collateral of the Practice (except as otherwise

prohibited by law), and all products and proceeds thereof to secure all obligations of the Practice to the Service Provider. From time to time, the Practice shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, for that security interest granted or purported to be granted by the Practice herein to be enforced or to enable Service Provider to exercise and enforce its rights and remedies hereunder with respect to the Collateral in which a security interest has been granted, to the extent permitted under applicable law. Without limiting the generality of the foregoing, the Practice hereby grants Service Provider the right and authorizes Service Provider to execute and file such security agreements, financing or continuation statements, or amendments thereto, and such other agreements, instruments or notices, as may be necessary or desirable in order to perfect and preserve and preserve and maintain the priority of, the security interest granted in the Collateral hereby by the Practice and to the extent the Practice's signature is required on any such filing, Practice hereby grants Service Provider a limited POA coupled with an interest that is irrevocable during the Term allowing Service Provider to sign, on Practice's behalf and in Practice's name, any such documents or filings.

Unless otherwise defined herein, terms defined in the UCC and used in this ARTICLE 10 shall have the meanings given to them in the UCC. If the Practice defaults in the payment or performance of any term of this Agreement or any other document or agreement executed in connection herewith, Service Provider may exercise, it addition to all other rights and remedies granted to it hereunder, all rights and remedies of a secured party under the UCC or any other applicable law.

RETENTION OF AUTHORITY BY THE PRACTICE

Section 11.1 Responsibilities of the Practice. Notwithstanding any provision contained in this Agreement or elsewhere, the Practice retains the ultimate authority and responsibility for the operation of the Practice, including without limitation the following:

(a) direct independent authority over the dismissal of the Practice's Providers;

(b) final adoption or approval of the Practice's operating policies and procedures and independent adoption of policies affecting the delivery of Professional Services, including the supervision of all Providers;

(c) approval of the Practice's contracts for the provision of Professional Services;

(d) payment of all taxes and governmental obligations imposed on the Practice;

(e) approval of all public relations, marketing and advertising programs of the Practice; and

(f) approval of utilization review and quality assurance and peer review programs for the Practice.

Section 11.2 Provision of Medical Services. Neither Service Provider nor any of its personnel shall undertake or be deemed to undertake the provision of medical services. Service Provider is not authorized to engage in any activity which may be construed or deemed under any existing or future law, statutes, rule or regulation to constitute the provision of medicine, the ownership or operation of a medical practice or the operation of a health care facility. To the extent that any acts of Service Provider required by any provision of this Agreement shall be construed or deemed to constitute the provision or administration of medicine, said provision shall be void *ab initio* or from the date of adoption of such law or regulation, as the case may be, and the performance of said act or service shall be deemed waived. The Practice shall be solely responsible for all aspects of the Professional Services provided by the Practice as well as the supervision, selection, direction, contracting, hiring and termination of the Providers, and all other health care professionals rendering the Professional Services on the Practice's behalf. The Practice agrees to hire or engage only duly licensed and qualified health professionals in connection with the conduct of its business on behalf of the Practice.

GENERAL PROVISIONS

Section 12.1 Assignment.

(a) The Practice shall not:

(i) assign, mortgage or encumber this Agreement, or sublet the Premises or any part of it, or permit its use by others, unless Service Provider gives the Practice its prior written consent;

(ii) pledge, loan, create a security interest in, or abandon possession of, any of the Premises or any Furnishings or Equipment;

(iii) attempt to dispose of the Premises or any Furnishings or Equipment; or

(iv) authorize any liens on the Practice, the Premises or any part thereof or and Furnishing or Equipment.

(b) Any action taken by the Practice in contravention of this Section shall be void *ab initio*. If consent for such action is sought by the Practice from Service Provider, Service Provider may, in its sole discretion, grant or withhold such consent. If given, such consent shall only be valid if in writing signed by Service Provider.

(c) Service Provider shall have the right to assign this Agreement to any party which agrees to assume the liabilities and obligations of Service Provider hereunder, and upon such assignment and assumption, Service Provider shall have no further obligations to the Practice or Owner under this Agreement.

Section 12.2 Assistance in the Event of Status Challenge. In the event any Government Agency, at any time, questions, reviews, and/or challenges the independent contractor status of Service Provider or Practice pursuant to a written notice to either of them, then the Person who receives notice and/or knowledge of same shall promptly notify the other Parties hereto of such and afford the other Parties hereto the opportunity to participate in any discussion(s) and/or negotiation(s) (each an "Agency Negotiation") with any such Government Agency to the extent permitted by the applicable Government Agency. The obligations of Service Provider and Practice pursuant to the preceding sentence shall not be limited or affected by and/or depend on (a) how any such question or challenge and/or Agency Negotiation is or was initiated, or (b) whether the initiating Person was a Government Agency, Service Provider, Practice or any other Person.

Section 12.3 Arbitration. Any controversy or claim between the Parties to this Agreement arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect, see, e.g., https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_004103 (current version), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted by a single arbitrator. The place of the arbitration shall be in [_____]. The language of the arbitration shall be English. No demand for arbitration shall be made after the date when the institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by this Agreement or an applicable statute of limitations or repose, and no arbitrator shall have the power to issue any award in an arbitration demanded after such date. Unless further agreed by the parties, no arbitration may be conducted on a class or collective basis, and multiple arbitrations may not be consolidated or coordinated before a single arbitrator. No arbitrator shall have the power to apply a law other than the law chosen in this Agreement to the interpretation of this Agreement or the determination of any relief awarded. Notwithstanding this Section, nothing in this Agreement shall preclude the commencement of an action, in a court of proper jurisdiction under Section 12.11, for injunctive or other relief in aid of arbitration or prospective arbitration, but no such action shall be commenced or prosecuted on a class or collective basis.

Section 12.4 Amendments. This Agreement shall not be modified or amended except by a written document executed by both Parties to this Agreement.

Section 12.5 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties hereto. The waiver

of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

Section 12.6 Additional Documents. Each of the Parties hereto agrees to execute any document or documents that may be reasonably requested from time to time by the other Party to implement or complete such Party's obligations pursuant to this Agreement.

Section 12.7 Contract Modifications for Prospective Legal Events. In the event there shall be a change in law, which is reasonably likely to (a) materially and adversely affect the ability of Service Provider to perform or be compensated for the Administrative Services in accordance with the terms of this Agreement or (b) make this Agreement or any portion hereof, including without limitation the Administrative Services Fee or payment of any portion thereof, unlawful (a "Change in Law"), either the Practice or Service Provider may give the other Party written notice of such Change in Law and the Parties shall immediately enter into good faith negotiations to amend this Agreement or otherwise enter into a new arrangement to eliminate any illegal provision or activity and to leave the Parties as closely as possible in the same economic position as prior to the Change in Law. If an amendment to this Agreement has not been entered into within fifteen (15) business days after such notice has been given, the matter shall be submitted to arbitration in accordance with the provisions of Section 12.3 and the arbitrator shall structure an amendment to this Agreement which will leave the Parties as closely as possible in the same economic position in which they would have been under the terms of this Agreement had the Change in Law not occurred.

Section 12.8 Parties In Interest; No Third-Party Beneficiaries. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and permitted assigns of the Parties hereto. Neither this Agreement nor any other agreement contemplated hereby shall be deemed to confer upon any person not a party hereto or thereto any rights or remedies hereunder or thereunder.

Section 12.9 Entire Agreement. This Agreement and the agreements contemplated hereby constitute the entire agreement of the Parties regarding the subject matter hereof, and supersede all prior agreements and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof.

Section 12.10 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as

part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 12.11 Governing Law and Jurisdiction. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed and enforced in accordance with the laws (but not the rules governing conflicts of laws) of the State. Each Party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in and subject to the exclusive jurisdiction of the [_____], or, if such court does not have jurisdiction, the state courts of [_____] located in [_____]. By execution and delivery of this Agreement, each Party hereby (a) accepts the jurisdiction of the aforesaid courts; (b) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; (c) further waives any claim that any such suit, action or proceeding brought in any court has been brought in an inconvenient forum; and (d) consents to service of any process, summons, notice or document which may be served in any proceeding in the aforesaid courts, which service may be made by certified or registered mail, postage prepaid, or as otherwise provided in Section 12.13 hereof, to such Party's respect address set forth in Section 12.13 hereof.

Section 12.12 No Waiver; Remedies Cumulative. The Parties shall not by any act (except by written instrument pursuant to Section 11.2 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default in or breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of a Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to any Party, but the same shall be distinct, separate and cumulative and may be exercised from time to time as often as occasion may arise or as may be deemed expedient.

Section 12.13 Notice. Any notice, request, instruction or other communication to be given hereunder by either party to the other party shall be in writing and delivered personally, or sent by postpaid registered or certified mail, or by facsimile:

if to the Practice, addressed to:
[_____]

with a copy to (which shall not constitute notice to the Practice):

[_____]

and if to Service Provider, addressed to:

[_____]

with a copy to (which shall not constitute notice to Service Provider):

[_____]

or to such other address for either party as such party shall hereafter designate by like notice. Each notice, request, instruction, consent and other communication under this Agreement shall be deemed to have been given or delivered upon receipt thereof by the intended recipient; provided, that, in the event any facsimile transmission of such notice, request, instruction, consent or other communications is received after 5:00 pm Eastern time on a business day at the place of receipt, then such notice, request, instruction, consent and other communication will be deemed to have been received on the immediately succeeding business day at the place of receipt.

Section 12.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any signature page counterpart executed and delivered by a Party by means of facsimile transmission or electronic mail as a .PDF file shall be deemed for all purposes of this Agreement as an original counterpart.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

[Management Entity]

By: _____
Name:
Its:

[Professional Entity]

By:_____
Name:
Its:

Exhibit 1.41
Premises

Exhibit 3.6(a)

Master Leases

Exhibit 3.23(a)

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this "BAA") is made as of [_____ __, 20__], by and between [Professional Entity], a [_____] (the "Covered Entity") and [Management Entity], a [_____] (the "Business Associate").

RECITALS:

WHEREAS, Covered Entity has a business relationship with Business Associate that has been memorialized in an underlying agreement (the "Underlying Contract") pursuant to which Business Associate may be considered a "Business Associate" of Covered Entity as defined in Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including all pertinent regulations set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act");

WHEREAS, the nature of the contractual relationship in the Underlying Contract between Covered Entity and Business Associate may involve the use and/or disclosure of Protected Health Information ("PHI"); and

WHEREAS, the parties desire to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Final Rule for Standards for Privacy of Individually Identifiable Health Information adopted by the United States Department of Health and Human Services and codified at 45 C.F.R. part 160 and part 164, subparts A & E (the "Privacy Rule"), the HIPAA Security Rule, codified at 45 C.F.R. Part 164 Subpart C (the "Security Rule") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH") including 45 C.F.R. § 164.308, 164.310, 164.312 and 164.316.

NOW THEREFORE, the parties to this BAA hereby agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164, as may be amended from time to time.

2. Permitted Uses and Disclosures. Business Associate may use and disclose PHI, if in the course of performing services for or on behalf of Covered Entity, or as required by law. Business Associate may also use PHI for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate.

3. Business Associate's Obligations. Business Associate shall:

a. Not use or disclose PHI other than as permitted by this BAA or as required by law. Business Associate shall comply with the provisions of this BAA relating to privacy and security of PHI and all present and future provisions of HIPAA, the HITECH Act, and all

regulations promulgated under HIPAA and/or the HITECH Act that relate to the privacy and security of PHI and that are applicable to Covered Entity and/or Business Associate;

b. Implement appropriate and reasonable safeguards to prevent use or disclosure of PHI other than as permitted herein, including those safeguards required pursuant to 45 C.F.R. § 164.308, 164.310, 164.312, 164.314, and 164.316, in the same manner that those requirements apply to Covered Entity pursuant to 45 C.F.R. § 164.504;

c. Business Associate agrees to promptly, and in any event within three (3) business days, report to Covered Entity any of the following:

(i) Any use or disclosure of PHI not permitted by this BAA of which Business Associate becomes aware

(ii) Any Security Incident of which Business Associate becomes aware.

(iii) The discovery of a Breach of Unsecured Protected Health Information.

A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach. Any such notice shall be directed to Covered Entity pursuant to the notice provisions of the Underlying Contract or to the Privacy Officer of Covered Entity.

d. ensure that its agents and subcontractors to whom it may provide PHI agree to the same terms and conditions through a written contractual arrangement that complies with 45 C.F.R. § 164.314;

e. make available to the Secretary of Health and Human Services, Business Associate's internal practices, books and records relating to the use or disclosure of PHI for purposes of determining Covered Entity's compliance with HIPAA;

f. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any uses or disclosures of PHI that do not comply with the terms herein;

g. make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524;

h. make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526;

i. provide to Covered Entity or an Individual, within twenty (20) days of a request by Covered Entity, information collected in accordance with this BAA, to permit Covered

Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA and the HITECH Act (including, without limitation, all regulations promulgated under HIPAA and the HITECH Act). If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual;

j. when Business Associate ceases to perform services for or on behalf of Covered Entity, Business Associate will destroy all PHI received or if such destruction of PHI is not feasible, continue to abide by the terms set forth herein with respect to such PHI;

k. Business Associate hereby agrees to comply with applicable state laws relevant to PHI;

l. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

m. cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BAA and/or any Security Incident or Breach; and

n. cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, the HITECH Act, any related regulations and/or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

4. Term and Termination. The term of this BAA shall be effective as of the date set forth above and shall terminate when Business Associate ceases to perform services for Covered Entity, except as provided in Section 3(j) above. Covered Entity may terminate this BAA if Business Associate fails to cure or take substantial steps to cure a material breach of this BAA within thirty (30) days after receiving written notice of such material breach from Covered Entity.

5. Indemnity. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, directors/trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnitees which arise or result from a breach of the terms and conditions of this BAA or a violation of HIPAA, the HITECH Act or the regulations promulgated under HIPAA and/or HITECH by Business Associate or its employees or agents.

6. No HIPAA Agency Relationship. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Covered Entity and Business Associate for purposes of liability under HIPAA, the HITECH Act, or the regulations promulgated under HIPAA and/or the HITECH

Act. No terms or conditions contained in this BAA shall be construed to make or render Business Associate an agent of Covered Entity.

7. Entire Agreement. This BAA constitutes the entire agreement between the parties. This BAA may be amended only in writing signed by Covered Entity and Business Associate. The parties agree to take such action to amend this BAA as is necessary to comply with the requirements of HIPAA and HITECH. This BAA and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of [_____], including all matters of construction, validity and performance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the date first written above.

[Management Entity]

By: _____
Name:
Its:

[Professional Entity]

By: _____
Name:
Its:

Exhibit 6.1

Administrative Services Fee

(a) The Practice and Service Provider agree that the **Administrative Services Fee** shall be equal to all revenues received by the Practice, less the expenses of the Practice that the Service Provider pays on behalf of the Practice. However, in the event that federal, state or local law or regulations, or state or professional licensing or regulatory rules prohibit you from paying the Administrative Services Fee based on payments received by the Practice less expenses, the Practice and Service Provider will negotiate and restructure the **Administrative Services Fee** to another structure that will provide equivalent economic compensation to the Service Provider. If a fixed fee structure is selected, such fixed fee shall be modified annually (either greater or lesser) in writing, by January 31 of each year, to reflect changes in the revenue derived from the Practice.

Exhibit 6.7(d)

Practice Account Information

EXHIBIT N

SBA ADDENDUM TO FRANCHISE AGREEMENT

ADDENDUM TO FRANCHISE [1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between Anodyne Franchising, LLC ("Franchisor"), located at 2 MUSIC CIRCLE SOUTH, SUITE 101, NASHVILLE TN 37203, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee Franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchisee location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

COVENANTS

- If the Franchisee owns the real estate where the franchisee location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title: _____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

EXHIBIT O

FORM OF FOUNDERS' PROMISSORY NOTE

PROMISSORY NOTE

$[_____]

Dated: _____ __, 202_

FOR VALUE RECEIVED, the undersigned, _____, a _____ with a principal place of business at _____ ("MAKER"), hereby promises to pay to the order of Anodyne Franchising LLC, a New York corporation with its principal place of business at 2 Music Circle South, Suite 101, Nashville Tennessee 37203 ("PAYEE") the principal sum of _____ ($_____.00), plus interest thereon as provided herein.

This Note has been executed and delivered pursuant to and in connection with the franchise agreement, dated _____ __, 20__ (the "Franchise Agreement"), entered into by and between MAKER and PAYEE for the opening and operation of ___ (__) Anodyne businesses (the "BUSINESS").

1. Payment of Principal and Interest. The principal amount of this Note, plus interest thereon calculated at the rate of four percent (4%) per annum commencing on the earlier of (i) the date the initial Business location opens or (ii) _____ __, 20__. This Note will be due and payable in five (5) installments of principal and accrued interest thereon on the annual anniversary of the date of issue. Interest shall be computed on the basis of a year of 360 days and paid for actual days for which due, including the date hereof and each payment date.
2. Payments, Penalties, and Prepayments.

(a) All payments of principal and interest (if any) shall be made by MAKER when due at or prior to 10:00 A.M. at the principal business address of PAYEE set forth above, or as such other place as any holder of this Note may designate in writing to MAKER, in lawful money of the United States of America and in immediately payable funds.

(b) If any payments or amounts due hereunder to PAYEE whether by acceleration or otherwise are overdue, MAKER shall pay PAYEE immediately upon demand, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies PAYEE may have.

(c) Notwithstanding any provision of this Note to the contrary, it is the intent of MAKER and PAYEE that PAYEE shall not at any time be entitled to receive, collect or apply, and MAKER and PAYEE shall not be deemed to have contracted for, as interest on the principal indebtedness

evidenced hereby, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and in the event PAYEE ever receives, collects or applies as interest any such excess, such excess shall be deemed partial payment of the principal indebtedness evidenced hereby, and if such principal shall be paid in full, any such excess shall forthwith be paid to MAKER.

(d) This Note may be prepaid at any time, in whole or in part, without interest, penalty or premium of any kind.

(e) MAKER shall pay PAYEE on demand any reasonable out-of-pocket expenses (including reasonable attorneys' fees and disbursements) arising out of, or in connection with, any action or proceeding taken to protect, enforce, determine or assert any provision, right or remedy under this Note (including any action or proceeding arising or related to any insolvency, bankruptcy or reorganization involving or affecting MAKER).

3. Covenants by MAKER. MAKER covenants that until payment in full of this Note, together with interest thereon, and expenses of collection thereof, it will cause to be done all things necessary to preserve and keep in full force its corporate existence, rights and licenses which are necessary and material to MAKER's operations, and comply with all laws applicable to MAKER.
4. General Release. In consideration of PAYEE's granting of this Note, and other good and valuable consideration, receipt of which is hereby acknowledged by MAKER, MAKER agrees to execute the General Release attached to PAYEE's franchise disclosure document as Exhibit E
5. Events of Default. An Event of Default includes each of the following:

(a) MAKER shall fail to make any payment due under this Note when due;

(b) MAKER or any of its affiliates defaults in the performance of any obligation, covenant, condition or provision in: this Note; or the Franchise Agreement; or any other agreement between PAYEE or any affiliate of PAYEE and MAKER or any affiliate of MAKER;

(c) Any proceeding for attachment or garnishment or the like shall be commenced against MAKER by any creditor of MAKER and shall not be dismissed or stayed within ten (10) days notice thereof from PAYEE to MAKER;

(d) A proceeding shall have been instituted in a court having jurisdiction in the premises seeking decree or order for relief in respect of MAKER or any guarantor of any indebtedness evidenced by this Note in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of MAKER or any

such guarantor or for any substantial part of its, property, or for the winding-up or liquidation of its affairs, and such proceeding shall remain undismissed or unstayed and in effect for a period of sixty (60) consecutive days or such court shall enter a decree order granting any of the relief sought in such proceeding; or

(e) MAKER shall commence a voluntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of itself or for any substantial part of its property, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall admit in writing an inability to pay any of its debts as they become due, or shall take any action in furtherance of any of the foregoing.

6. Consequences of Event of Default. Upon the occurrence of an Event of Default specified in Paragraph 5(a) above, then the whole of the principal of the indebtedness evidenced by this Note, and any other sums then unpaid by MAKER under this Note shall, at the option of the holder hereof, and upon MAKER having failed to cure such default within ten (10) days after receipt of written notice of such default, forthwith become due and payable. Upon the occurrence of an Event of Default specified in Paragraph 5(b) above, then the whole of the principal of the indebtedness evidenced by this Note, and any other sums then unpaid by MAKER or any of its affiliates under this Note, the Franchise Agreement, or any other agreement between MAKER and PAYEE shall, at the option of the holder hereof and without notice, forthwith become due and payable. Upon the occurrence of an Event of Default specified in Paragraphs 5(c), 5(d) or 5(e) above, then the whole of the principal of the indebtedness evidenced by this Note, any unpaid interest thereon (whether or not yet accrued at such time), and any other sums then unpaid by MAKER under this Note shall immediately become due and payable without notice or any other act. In addition to the foregoing, PAYEE shall have the right, at its option, to terminate the Franchise Agreement upon written notice to MAKER.
7. Notices.

(a) All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand or by facsimile transmission, sent by Federal Express or similar type courier, or mailed by registered or certified mail, return receipt requested, postage pre-paid, addressed as follows: (i) if to PAYEE, addressed to PAYEE at its principal business address set forth above; (ii) if to MAKER, addressed to MAKER at its principal business address set forth above.

(b) Notices signed by the respective attorneys shall be deemed sufficient within the meaning of this Paragraph 7 without the signature of the parties themselves and such notice shall be deemed to have

been given on the date of delivery to the addresses of the party to whom such notice is addressed.

8. Miscellaneous.

(a) All parties now or hereafter liable with respect to this Note, whether MAKER, any guarantor, endorser, or any other person or entity, hereby waive presentment for payment, demand, notice of nonpayment or dishonor, protest and notice of protest.

(b) No delay or omission on the part of PAYEE or any holder hereof in exercising its rights under this Note shall operate as a waiver of such rights or any other right of PAYEE or any holder hereof, nor shall any waiver by PAYEE or any holder hereof, of any such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion.

(c) Except as may be agreed by PAYEE in writing, MAKER shall not have the right to assign this Note or any of its rights hereunder. This Note shall bind MAKER and the successors and permitted assigns of MAKER, and the benefits hereof shall inure to the benefit of PAYEE and its successors and assigns. All references herein to "MAKER" shall be deemed to apply to MAKER and its successors and assigns, and all references herein "PAYEE" shall be deemed to apply to PAYEE and its successors and assigns.

(d) This Note may not be changed or terminated orally, but only by an agreement in writing signed by the parties hereto.

(e) This Note shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws rules.

(f) Any action MAKER commences against PAYEE must be brought in a state or federal court of general jurisdiction in Tennessee. MAKER and PAYEE agree that PAYEE may, at its option, institute any action against MAKER in any state or federal court of general jurisdiction in Tennessee, and MAKER irrevocably submits to the jurisdiction of such courts and waives any objection MAKER may have to either the jurisdiction of or venue in such courts.

IN WITNESS WHEREOF, MAKER, intending to be legally bound, has executed this Note as of the date and year first above written with the intention that this Note shall constitute a sealed instrument.

WITNESS/ATTEST

_____

MAKER

_____

By: _____

Name: _____

EXHIBIT P

eCLINICALWORKS END USER AGREEMENT

eClinicalWorks® End User Agreement

Customer Name:
Customer Address:
Customer Tel/Fax:
Contact Name:

Agreement prepared by:
Software Presentation by:
IR Number:

This eClinicalWorks End User Agreement (this "**Agreement**") is entered into and effective as of the _____ day of _____ (the "**Effective Date**"), by and between (i) eClinicalWorks, LLC, a Massachusetts limited liability company ("**eClinicalWorks**"); (ii) , a _____company ("**Customer**"). Together eClinicalWorks, maybe referred to as the "**Parties**".

RECITALS:

WHEREAS, eClinicalWorks owns applications under this Agreement ("Software") and desires to provide the Software and related services to Customer;

WHEREAS, Customer will have its own database;

WHEREAS, Customer will sign an enrollment documenting the products, service, quantities and costs for Customer in a form similar to Schedule 1;

WHEREAS, after the initial year Customer may select to switch the package to the products, services, quantities and costs in Schedule 2;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

1. **Definitions**

   a. "Business Analysis" is a services for new customers which consists of assistance with hardware purchase and set-up recommendations, assessment of the current clinical environment, recommendations for optimal office set-up to facilitate EMR workflow, redesign of office workflows, plan all aspects of conversion from paper to electronic charts and EMR configuration for security access settings for all user, provider, and facility settings and customized training strategies for all system users in the practice.

   b. "Confidential Information" means all technical, business, and other information of one party (the "Disclosing Party") disclosed to or obtained by the other party (the "Receiving Party") in connection with this Agreement (including the pricing, terms and conditions of this Agreement) whether prior to, on or after the date of this Agreement, that derives

economic value, actual or potential, from not being generally known to others, including, without limitation, any technical or non-technical data, designs, methods, techniques, drawings, processes, products, inventions, improvements, methods or plans of operation, research and development, business plans and financial information of the Disclosing Party.

c. "Data Migration" includes one migration of the following elements from one database before go live: facility, provider, insurance master, referring providers, staff, patient demographics, guarantor, patient insurances, appointments, scanned documents, allergies, current medication, current problem list, immunization, diagnosis/assessment, lab, family history, past medical history, social history and surgical history. Customer is responsible for providing the data. eClinicalWorks will assist in the process if required. If any of the data cannot be extracted by eClinicalWorks, the Customer is responsible for providing discrete data to eClinicalWorks in Microsoft® Excel®[1] or CSV format and Progress Notes and scanned documents in the PDF format. Customer is responsible to maintain full copy of Customer's original data that is provided to eClinicalWorks.

d. "EBO Consultation" is an implementation service which will include both training and consultation services. This service will help create efficient workflow design in conjunction with other eCW implementation teams in order to maximize productivity and report usage and provide supporting documentation in order to make an easy transition to a robust business intelligence software.

e. "EBO Viewer" means the canned reports which are included with the Software.

f. "eClinicalMessenger" is a messaging service that enhances communication between the Customer and its providers and the patient.

g. "eClinicalMobile" Functionality available through smart phone: Checking schedules, reviewing telephone and web messages, E-prescribing, , Examining lab results, and Charge capture at the point of service.

h. "eClinicalTouch" is an iPad app that combines the most-used features of the eClinicalWorks EMR.

i. "eClinicalWorks P2P" allows the practice to send electronic referrals to other providers or send patient records with attachments (progress notes, lab results, medical summary, patient scanned documents), share patient demographics and securely communicate with other providers or health care entities across city, state and region.

j. "eClinicalWorks Scribe" is functionality which converts unstructured text into structured progress notes.

k. "eClinicalWorks Virtual Assistant" or "EVA" provides ability for end user to type in commands and retrieve responses. Full list of commands are available in the eClinicalWorks EVA help manual.

l. "Effective Date" is the date of the last signature below.

m. "Electronic Medical Records" or "EMR" includes Front Office, Mid Office and Document Management.
    i. Front Office includes appointment scheduling, telephone triage, referral management, office messaging, workflow, patient management (demographics, insurance), document generation (letters creation and Microsoft Word Mail Merge and document scanning and archiving), and integrated scan.
    ii. Mid Office includes S.O.A.P, prescription management, protocol alerts (immunization and Reminders and Lab Diagnostic Imaging reminders), Prescription Management, ACPOE (prescriptions, labs, diagnostics, imaging), Growth and clinical analysis Charts, E&M coding advisor, clinical analysis reports, super bill reports.
    iii. Document Management includes scan and archival of documents, lab reports, consult notes, referrals, all patient documents and HIPAA documents.

n. "EMR Go-Live" is the ability to document progress notes, generate Rx, order entry, route orders, scan documents, send/receive faxes, generate referral request and generate letters to patients.

o. "ePrescribing" includes electronic prescribing and formulary checking though Surescripts.

p. "healow TeleVisits" are scheduled appointments through a platform for a secure two-way video visit between the patient and the provider, enabling remote patient access to clinical healthcare. Additional terms and conditions will apply.

[1] Microsoft® and Excel® are registered trademarks of Microsoft Corporation in the United States and/or other countries.

q. "hello2healow" or "h2h" means an ad hoc visit through a platform for a secure two-way video and/or audio visit between the patient and the provider, enabling remote patient access to clinical healthcare. Additional terms and conditions will apply.

r. "Hosting" means the hosting service that will be provided by eClinicalWorks. The eClinicalWorks Hosting Addendum is attached hereto as Exhibit A.

s. "Initial Term" begins upon the Effective Date and ends sixty (60 months) after the Effective Date.

t. "Installation" is the service where the eClinicalWorks software is being installed on Customer's hardware.

u. "Intelligent Medical Objects[2]" is a smart search for ICD-10[3] codes and is recommended for ICD10.

v. "Interface Vendor" means a third party vendor that has software with which the eClinicalWorks Software interfaces.

a. "IP Rights" means (i) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, (ii) rights in trademarks, service marks, trade names, trade dress and other designators of origin, registered or unregistered, (iii) rights in copyrightable subject matter or protectable designs, registered or unregistered, (iv) rights in software, databases and documentation, (v) trade secrets, (vi) rights in Internet domain names, uniform resource locators and e-mail addresses, (vii) rights in semiconductor topographies (mask works), registered or unregistered, (viii) know-how, and (ix) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise.

w. "Kiosk" is an interactive, touchscreen driven self-check-in software application for patients. Hardware is not included.

x. "Maintenance" includes maintaining and improving the functionality of the Software with periodic upgrades, and maintaining the functionality of the drug and billing-code databases (ICD-10 and CPT4) with period upgrades.

y. "MIPS Dashboards" or "Merit-Based Incentive Payment System Dashboards" are dashboards that provide performance data for participating eligible clinicians (EC) for quality and Promoting Interoperability (PI) performance categories and displays the selected Improvement Activities as defined by Centers for Medicare & Medicaid Services (CMS) under Medicare Access and CHIP Reauthorization Act's (MACRA) Quality Payment Program (QPP). The ECs need to follow the required workflow for the dashboards to display the numbers.

z. "MIPS Quality Performance Category – Claims Data Submission Mechanism" means Customer to submit Quality-Data Code (QDC) and Current Procedural Terminology (CPT[4]) codes via CMS-1500 or CMS-1450 claims forms (or electronic equivalent) on behalf of participating ECs to CMS. Customer needs to identify eligible cases and report necessary data to meet claims data submission mechanism criteria for given performance period using eClinicalWorks billing software functionality.

aa. "MIPS Reporting" means Customer can submit the MIPS data (quality, promoting interoperability (PI) and/or improvement activities (IA)) using the MIPS Submission tool provided by eClinicalWorks. Data is aggregated based on medical record information captured by Customer within eClinicalWorks EHR for purposes of meeting MIPS requirements. The list of measures supported by eClinicalWorks for these data submission mechanisms is available on my.eclinicalworks.com. CMS asks that all data for the given measure to be submitted accordingly. Customer agrees to comply with project milestones in order to meet reporting period deadlines as defined by CMS. If Customer is using eClinicalWorks for only a portion of the calendar year, then Customer is required to provide QRDA 1 file from the previous EHR vendor in order to generate full year reporting.

bb. "Patient Portal" includes outbound communication (appointments reminders via email and health check review via email), lab results review online, appointment requests, web visits, refill requests from patients, patient medical history intake, patient statement downloads and patient demographic update (patient CCR for Personal Health Record or PHR).

cc. "PM Go-Live" is the ability to send claims, post payments generate statements, and generate reports.

[2] IMO, INTELLIGENT MEDICAL OBJECTS, IMO ANYWHERE, and IPL are registered trademarks of Intelligent Medical Objects, Inc. All Rights Reserved.

[3] The World Health Organization is the copyright holder of ICD-10

[4] CPT is a registered trademark of the American Medical Association

dd. "Practice Management" or "PM" means eClinicalWorks software that includes the charge capture (ICD and CPT), claims management, receivables management, patient statements, clearinghouse connectivity and financial analysis reports.

ee. "Project Management" or "Project Manager" develops, manages and coordinates detailed project plans for the Customer and works with the Customer representative on the project plan and managing day-to-day action items. The Project Manager is responsible: to gather and send documents needed for each phase of an individual project, work with various internal eClinicalWorks departments to achieve key milestones for implementation and coordinate and review project status updates.

ff. "Provider" means Physicians, Nurse Practitioners, Physician Assistants, Audiologists, Optometrists, Ophthalmologist, Opticians Therapists, Occupational Therapists, Physical Therapists, Music Therapist, Speech Therapists, Massage Therapists, Chiropractors, Anesthesiologists, Psychologists, Dentists, Hygienists, Licensed Social Workers, Midwife, Nutritionists, Dietitians, Mental Health Practitioners, Neurophysiologists, Certified Registered Nurse Anesthetist (CRNA), Podiatrists and any individuals that provide chiropractic care, acupuncture treatments, aesthetic medical services, medical care of any kind, and any medical services. Any individual who provides any billable medical service or form of care independently will be considered a Provider and must pay for a license. Only licensed Providers may sign off on charts, write prescriptions, have a Provider schedule, run Provider reports and/or bill for services.

i. For the avoidance of doubt:
    1. A Provider may bill directly or under the supervision of another provider, for example, a Nurse Practitioner or a Physician's Assistant (hereinafter, "Mid-Level Provider") may have their services billed for under the supervision of its oversight Medical Doctor. As such, a Medical Doctor supervising the Mid-Level Provider and the Mid-Level are considered Providers.
    2. Conversely, an individual providing support services that are directly or indirectly billed by a Provider, but under the supporting individuals name, is not considered a Provider. Examples of personnel providing support services are not considered Providers such as Chiropractic Assistants, Physical Therapy Aide or Assistant, Medical Assistant, and Case Managers.

ii. The Customer's Providers are listed on Schedule 1 by name and by location. Schedule 1 is intended to be updated periodically.

iii. Any inaccuracies found in the Company's audit of Customer exceeding the scope of their licenses will result in Customer paying any amounts due to Company which may be retroactive.

gg. "Full Time Equivalent" or "FTE" is the basis which the package fee is calculated from as further described below:

i. "Full Time Provider" means any Provider excluding Chiropractor, Physical Therapist, Acupuncturist and Massage Therapist that works more than 16 hours per week is equal to 1.0 Full Time Equivalent Provider (FTE) each.
ii. "Part Time Provider" means any Provider excluding Chiropractor, Physical Therapist, Acupuncturist and Massage Therapist that works 16 hours or less per week is equal to 0.5 Full Time Equivalent Providers (FTE) each.
iii. "Chiropractor, Physical Therapist, Acupuncturist and Massage Therapist" are Providers who regardless of hours worked these Chiropractor, Physical Therapist, Acupuncturist and Massage Therapist will be charge 0.5 FTE each.
iv. "Named Providers" are all the Full Time Providers, Part Time Providers, Chiropractor, Physical Therapist Acupuncturist and Massage Therapist who will be issued a license on the software.

hh. "Revenue Cycle Management" is further described in Exhibit C of this Agreement.

ii. "Software" means the applications that Customer is contracting for under this Agreement.

jj. "Subscription Fee" means the ongoing fee agreed to by Customer in the Package Summary section herein.

kk. "Support" includes telephone and online support of the Software.

ll. "Training" means the training done by an eClinicalWorks certified trainer.

2. Payment Terms for the fees listed in attached schedules

a. Ongoing fees: The fees for the services begin up on EMR Go-Live and/or PM Go-Live and are due and payable monthly in advance via electronic funds transfer unless otherwise agreed to by eClinicalWorks in writing. Customer must complete an eClinicalWorks ACH for

i. The fees for the Software and associated services are set forth in the Agreement. The Software may contain embedded controls limiting usage beyond what Customer is contracted for. The amounts payable shall be due and payable on the date specified in this Agreement or if not specified then within thirty (30) days of receipt of invoice therefore and payment must be made in U.S. Dollars. eClinicalWorks will assess Customer a late payment charge on any amount which remains unpaid thirty (30) days after it is due, computed at the rate of one and one-half percent (1½%) per month or the highest allowable by law, whichever is lower, on the unpaid amount for every month the amount remains unpaid. All payments will be made without setoff, counterclaim, recourse or other defense.

i. Unless otherwise specified, after the Initial Term, eClinicalWorks may increase the ongoing fees, provided Customer receives at least sixty (60) days prior written notice of such increase. In no event will the ongoing fees (i) increase more frequently than annually, and (ii) increase greater than the lesser of 5% or the Consumer Price Index (CPI) over the previous year's fees.

b. Onetime fees:
   ii. Due as further described in the attached schedules.

b. Transactional fees (including but not limited to eClinicalMessenger and Telehealth):
   i. Payment is due within thirty (30) days of receipt of invoice.

c. Taxes
   ii. Fees are exclusive of all taxes, including without limitation, sales, use, value-added or other taxes or levies on transactions made under this Agreement. Unless Customer provides a tax exemption certificate, Customer shall pay eClinicalWorks an amount equal to any tax eClinicalWorks is required to collect or pay upon the sale, license, or delivery of Software or the services to Customer by eClinicalWorks, exclusive of taxes imposed upon eClinicalWorks's net income.

d. Revenue Cycle Management

   i. Payment terms for Revenue Cycle Management services provided to Customer are further described in in Exhibit C. Customer shall be solely liable for all payments owing hereunder to eClinicalWorks, including the RCM Fee (defined below) and Customer understands that eClinicalWorks may seek payment for RCM Fees directly from Customer if Customer does not pay the RCM Fee to Anodyne Franchising, LLC. Customer shall pay to Anodyne Franchising, LLC a fee as set forth in the Franchise Disclosure Document between Anodyne Franchising, LLC and Customer based on percentage of collected revenue for all Claims that are not Excluded Claims, per Claim fees related to Excluded Claims (defined below) and patient statements for each calendar month ("RCM Fee"). Anodyne Franchising, LLC shall remit the amount owed to eClinicalWorks for the Revenue Cycle Management Services provided by eClinicalWorks. Except as it relates to RCM Fees, Customer shall directly pay eClinicalWorks for all amounts due hereunder.

e. Revenue Cycle Management Administrative Fees

   i. Customer will also pay eClinicalWorks in the event there are administrative or unexpected expenses associated with the revenue cycle management services performed on behalf of Customer. The administrative expenses might include (but not limited to) Customer requested services (e.g., clerical work, correspondence). The administrative work will be billed to Customer at $60 an hour in quarter hour (15 min) increments. Unexpected expenses might include (but are not limited to) preparation for legal cases. eClinicalWorks will notify Customer prior to performing any administrative work.

3. **General**

a. OWNERSHIP OF DATA. Customer and eClinicalWorks understand and agree that all patient information contained in the database and created by Customer is owned by Customer. At no point may eClinicalWorks lock out Customer or prevent Customer from accessing its database. In the event of termination of the Master Agreement entered into between eClinicalWorks and Anodyne Franchising, LLC and/or this Agreement, Customer is entitled to request a copy of its data directly from eClinicalWorks at the then current rates. eClinicalWorks will not prevent Customer from receiving a copy of its database and agrees to distribute such copy directly to Customer.

Customer and eClinicalWorks shall enter into a separate Business Associate Agreement in the form set forth in Exhibit B. This Business Associate Agreement is incorporated into the terms of the Agreement. Customer understands and agrees an executed Business Associate Agreement must be executed prior to any data migration services being performed and/or Go-Live of the system.

b. License. Subject to the terms and conditions of this Agreement, eClinicalWorks grants and Customer accepts a non-exclusive, non-transferable, revocable license for the Providers to access and use the functionality of the Software during the term of this Agreement. Additionally, eClinicalWorks grants Customer and its Providers and personnel the right to access the Software during the term of this Agreement. Use of the Software and services by Customer and its Providers and personnel are subject to the terms of this Agreement. Customer shall be liable for any breach of this Agreement by its Providers and/or personnel.

c. Customer Modifications and Enhancements. Customer may not make any modifications or enhancements to the Software without eClinicalWorks prior written consent.

d. Proper Use of Software. The Customer acknowledge that the continued integrity of the Software and eClinicalWorks performance of its obligations described in this Agreement are dependent upon use of the Software by Customer in accordance with the documentation available to Customer and the terms and conditions of this Agreement. Customer may not attempt to sell, sublicense, lease, permit, rent or transfer in any way whatsoever the Software. Customer agrees that it will not, at any time, without the prior written consent of eClinicalWorks, duplicate, decompile, disassemble or reverse engineer any software included within the Software, including without limitation the applications, to develop functionally similar software or permit any third party to do any of the foregoing. Customer agrees to not grant access to any third party (outside of Providers and personnel) or allow any third party to use the Software for any purpose without the prior written consent of eClinicalWorks.

e. Ownership and Proprietary Rights. eClinicalWorks and/or its licensor(s) retain all right, title, and interest in and to Software and any updates, changes, derivative works, enhancements, and/or modifications thereto. This Agreement does not grant Customer any IP Rights in the Software or any of its components. As between eClinicalWorks and Customer, eClinicalWorks and/or its licensor(s) are, and will be, the owner of (inclusive of all IP Rights therein) (i) the services, (ii) the Software, (iii) any other templates, ideas, methodologies, designs, materials, or technology developed or provided by eClinicalWorks.

f. Feedback. To the extent that Customer provides any comments, instructions, suggestions, information, and/or other feedback to eClinicalWorks regarding any Service and/or otherwise (collectively, "Feedback"), Customer hereby assigns to eClinicalWorks all right, title, and interest including, without limitation, all IP Rights, in and to such Feedback. All Feedback shall be considered the Confidential Information of eClinicalWorks.

g. Indemnity. eClinicalWorks shall indemnify, defend, and hold Customer and Providers and personnel harmless from any third party claim or action against Customer to the extent that it is based on an allegation that the Software when used in accordance with this Agreement and the documentation, has infringed an intellectual property right or trade secret and pay those damages or costs related to the settlement of such action or finally awarded against Customer in such action, not including attorney's fees, provided that, (a) Customer promptly notifies eClinicalWorks of such action, (b) gives eClinicalWorks full authority, information and assistance to defend such claim, and (c) gives eClinicalWorks control of the defense of such claim. eClinicalWorks shall have no liability regarding any claim arising out of: (i) any use of any release of the Software other than the most current release made available to Customer; (**ii**) the combination, use or operation of the Software with any third-party software, data or equipment (except if such use is contemplated by the Documentation or otherwise authorized in writing by eClinicalWorks**),** if the infringement was caused by such combination, use or operation; (**iii**) any modification or derivation of the Software not specifically authorized in writing by eClinicalWorks.

h. Ownership of Customer Data. All the patient demographics and medical records created by this Software will be solely owned by the Customer.

i. Protected Health Information. Use and disclosure of protected health information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall be subject to and in accordance with the terms of eClinicalWorks Business Associate Addendum, located in Exhibit B. eClinicalWorks and Customer agrees that this Agreement may be amended from time to time if necessary to comply with HIPAA. Customer shall be responsible for entering into any Business Associate Agreements with third parties (such as Interface Vendors) that may be necessary to permit eClinicalWorks to provide the services set forth herein.

j. Customer Responsibilities. Customer is responsible for all hardware and network to be installed and set up properly with appropriate security controls prior to eClinicalWorks software installation. Customer is responsible for any delays due to network set up and will result in rescheduling of install and training date and travel arrangements. Customer will incur any expenses involved with having to reschedule install and training dates. Any training cancelled within two weeks of training will be charged $750 per week for the affected weeks.

c. Consent. Customer is responsible for obtaining all necessary patient consent to permit eClinicalWorks to provide services as agreed upon in this Agreement.

Upon signing this Agreement, Customer acknowledges and agrees that certain products selected within this Agreement are subject to additional terms and conditions which can be found at: https://www.eclinicalworks.com/oda-terms and are hereby incorporated by reference.

4. Support Services

a. eClinicalWorks shall provide 24x7 support.

Technical Assistance	Availability	Contact Info
Online portal	24 x 7	http://my.eclinicalworks.com
Call Center	8:00am to 8:00pm EST Mondays through Fridays excluding holidays	1-508-475-0450

eClinicalWorks is not responsible for issues (including any security issues) related to Customer's computer or electronic devise or internal and external network or system.

b. Customer will receive any available Upgrades, without additional fee as long as this Agreement is in effect.

c. Customer is aware that eClinicalWorks may run and deploy, any and all upgrades and/or patches related to a security fix and/or patient safety issue that are available on eClinicalWorks Cloud.

d. Strategic Account Manager. During the Initial Term, eClinicalWorks will provide to Customer a Strategic Account Manager (SAM) in the United States of America to assist Customer from the end of implementation through the term of this Agreement. The Customer understands and agrees that the individual assigned as the Strategic Account Manager's to the Customer may be updated from time to time. Prior to EMR Go-Live and/or PM Go-Live, the assigned SAM will conduct a support kick off call and demonstrate to the Customer how to use the eClinicalWorks support portal. The SAM will serve as Customer's primary contact in escalating outstanding issues. In addition, the SAM will conduct regularly-scheduled calls with the Customer to ensure product adoption and satisfaction.

5. Warranties and Disclaimers

a. eClinicalWorks warrants that:

i. it will maintain the confidentiality of information regarding any physician or patient record;

ii. it either owns or has the right to license the Software hereunder;

iii. eClinicalWorks warrants that the services provided hereunder will be performed in a competent and workmanlike manner, which meets or exceeds industry standards; and

iv. It will update the Software (including, but not limited to, content usage for drug database and drug interaction checks, E&M Coding Advisor) as necessary to ensure that the Software complies with applicable federal or state laws.

b. Customer warrants that:

i. Customer, its Providers, personnel and representatives will work with eClinicalWorks in a professional and reasonable manner during the term of this Agreement. Customer agrees to comply with all applicable laws when using the Software and services contracted for under this Agreement; and

ii. Customer shall not reduce the licenses below the minimum above without the written consent of eClinicalWorks.

iii. Customer is authorized to enter into this Agreement on behalf of itself and all necessary consents and authorizations have and will be maintained during the term of this Agreement.

c. Exclusions. eClinicalWorks' warranties do not apply to any: (i) unauthorized combination of the Software with any third-party software, data or equipment; or (**ii**) unauthorized use, modification or derivation of the Software.

d. Third Party Components. Customer acknowledges and agrees that the Software may contain or interface with third-party applications, software and/or materials and open source software (collectively, "Third-Party Software Components") and Customer will comply with any applicable end user license agreements ("Third-Party EULAs"). NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ALL THIRD-PARTY SOFTWARE COMPONENTS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED.

e. DISCLAIMERS. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, ECLINICALWORKS DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTEES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE, APPLICATIONS, SERVICES, PRODUCTS, DOCUMENTATION, OR DELIVERABLES PROVIDED HEREUNDER, AGREEMENT INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

f. LIMITATION OF LIABILITY. ECLINICALWORKS LIABILITY TO CUSTOMER FOR ANY LOSSES OR DAMAGES, IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY CUSTOMER AND SHALL NOT EXCEED THE MONTHLY SUBSCRIPTION FEE PAID BY CUSTOMER WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTHS IN WHICH LIABILITY OCCURRED NOT TO EXCEED TWELVE (12) MONTHS. ECLINICALWORKS WILL

NOT BE LIABLE FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, LOST PROFITS, OR LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, APPLICATIONS OR SERVICES, EVEN IF ECLINICALWORKS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

g. No substitute for Professional Judgment. Notwithstanding anything to the contrary contained herein, Customer on behalf of itself, and its Providers and personnel acknowledge that the Software is not intended as a substitute for professional medical judgment and eClinicalWorks shall have no indemnification or liability obligations related to any failure to exercise such professional judgment. In the event that the Software or any report or information generated by the Software is used in connection with any diagnosis or treatment by Customer or any of its employees, agents, representatives, and the like, Customer agrees to accept all responsibilities in connection therewith, including responsibility for injury, damage, and/or loss related to such diagnosis or treatment, irrespective of whether such injury, damage and/or loss results from your use of the Software.

h. Non-Solicitation. Where allowable by law, during the term of this Agreement and for one year after the termination of this Agreement, Customer agrees not to directly or indirectly offer employment to or to hire any eClinicalWorks employee without the prior written consent of eClinicalWorks.

i. Customer warrants that Customer and its Providers and personnel will abide by the terms and conditions of this Agreement.

6. **Confidentiality**

a. Nondisclosure. As consideration for and as a condition to a Disclosing Party furnishing any Confidential Information to a Receiving Party, each party agrees (i) to affirmatively treat as private; (ii) not to disclose to any third party unless required by law, rule, regulation or court order or by any governmental, judicial or regulatory process; and (iii) except as permitted herein, not to copy or otherwise reproduce any Confidential Information. Each party warrants that it will apply commercially reasonable safeguards to protect the Confidential Information against unlawful or otherwise unauthorized access, use, or disclosure and that it will take any other steps reasonably necessary to safeguard Confidential Information. The pricing contained herein is considered eClinicalWorks Confidential Information and may not be disclosed to any third party without eClinicalWorks' prior written consent.

b. Permitted Use of Confidential Information. Each party agrees that it shall not use Confidential Information for any purpose other than for the use or provision of the Software and services hereunder, as applicable. Each party may, however, disclose Confidential Information to employees acting on that party's behalf and third-parties approved by eClinicalWorks ("Authorized Representatives") who demonstrate a need to know such information for performing tasks on behalf of that party using the Confidential Information; provided, however, that no Authorized Representative shall use or disclose the Confidential Information in any manner other than as permitted by this Agreement. Each party agrees that before disclosing any Confidential Information to an Authorized Representative, the Authorized Representative shall be informed of the confidential nature of such information and shall agree to abide by this Agreement and its standards of confidentiality.

c. Notice of Required Disclosure. In the event that a party is required by any governmental, judicial or regulatory process or by any law, rule, regulation or court order (by oral questions; interrogatories; requests for production, information, or documents; subpoena; civil investigative demand; or any other similar process) to disclose any Confidential Information supplied to it or its to Authorized Representatives in the course of these dealings, it is agreed that the party who has received such request will provide the other party that the Confidential Information concerns or relates to with prompt written notice of such request(s) so that the other party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.

d. Return of Confidential Information. Each party agrees that it will promptly return or destroy all Confidential Information and/or all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies, and excerpts of Confidential Information) following the occurrence of any event that makes the parties' possession of the Confidential Information unnecessary or upon written request of the other party, without retaining any copy or reproductions thereof. Each party shall reasonably expunge electronic copies of such Confidential Information as is practicable and not prohibited by law. Confidential Information that cannot be returned or destroyed will be kept confidential and will continue to be subject to this Agreement for the term of this Agreement. Each party agrees that it will provide written certification of its compliance with this Section upon written request by the other party.

e. Remedies. The parties agree that the Confidential Information is of a special, unique, and extraordinary character and that disclosure or other use of such information in violation of this Agreement will cause immediate and irreparable harm. The parties agree that each party shall be entitled to seek injunctive relief to further prevent use and/or disclosure in addition to other remedies available to it in law or in equity for breach of this Agreement.

f. Notwithstanding the foregoing, nothing in this Agreement shall be construed to prohibit or restrict Customer from discussing problems and concerns with our Software or Services with other parties in accordance with the ONC Cures Act Final Rule.

7. **Term and Termination**

a. Initial Term. The Initial Term begins upon the Effective Date and ends sixty (60 months) after the Effective Date unless earlier terminated as provided below.

b. Automatic Renewal. Upon expiration of the Initial Term, the Agreement shall automatically renew for successive one (1) year periods unless Customer or eClinicalWorks gives prior written notice of its intent to terminate the Agreement, at least sixty (60) days prior to the anniversary of the Effective Date. If Customer defaults in its payments of the license fee for two successive billing periods, or causes its subscription to expire then eClinicalWorks may terminate this Agreement immediately.

c. Termination. Either party may terminate this Agreement without cause or penalty upon at least ninety (90) days' prior written notice to the other party. In the event Anodyne Franchising terminates their agreement with eClinicalWorks, this Agreement will terminate upon the same termination date; if Customer desires to continue using eClinicalWorks services, Customer will need to enter into a new contract with eClinicalWorks. eClinicalWorks may terminate this Agreement without liability in the event that Customer (i) materially breaches the terms of this Agreement, including without limitation, sections 3 or 5(b) or (ii) makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings. Customer may terminate this Agreement without liability in the event that eClinicalWorks (i) materially breaches the terms of this Agreement or (ii) makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings. Customer will still be financially responsible for payment of the software and services used prior to effective date of termination.

d. Data Transfer Options Upon Termination. Upon cancellation or termination by either party, Customer shall select a data transfer option as further described in Exhibit D. Once Customer receives the data from eClinicalWorks, Customer must review the data promptly to ensure its completeness. After Customer has received its data, it has thirty (30) days to ensure the data is complete. eClinicalWorks may permanently delete data if Customer does not notify eClinicalWorks within thirty (30) days of any discrepancies in the data received or if you do not select a Data Transfer Option within thirty (30) days of your termination date. eClinicalWorks is not responsible for any losses that may occur due to Customer's failure to (i) request a Data Transfer Option, or (ii) notify eClinicalWorks of any discrepancies in the data received.

8. Miscellaneous

a. Assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns; provided, however, that such assignment shall not relieve either party of its obligations to the other as provided herein. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.

b. Force Majeure. The obligations of the respective parties shall be abated for so long as, and to the extent that, their performance is rendered commercially impracticable by causes and events beyond the reasonable control of the affected party, including without limitation fires, floods, acts of God, strikes, unavailability or delays of materials or transportation, war, revolution, insurrection, level one public health emergency as declared by the CDC, acts of the public enemy, governmental regulation or prohibition. The party claiming abatement of obligation hereunder shall reasonably notify the other of the cause or event giving rise to such claim and shall take all reasonable steps to limit the effect and duration of such cause or event.

c. Excluded Party. Customer hereby represents and warrants that Customer and its employees, owners, directors and officers are not, and at no time have been excluded from participation after having exhausted all appeals, arbitration and remedies available to Customer under the related contracts, in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the "Governmental Program."). Customer hereby agrees to immediately notify eClinicalWorks of any threatened, proposed, or actual exclusion of it or its employees, owners, directors and officers from any Governmental Program. In the event that Customer or its employees, owners, directors and officers are excluded from participation in any Governmental Program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that Customer is in breach of this Section, this Agreement may, at the sole discretion of eClinicalWorks, terminate as of the effective date of such exclusion or breach. eClinicalWorks hereby represents and warrants that it and its employees, owners, directors and officers are not, and at no time have been excluded from participation after having exhausted all appeals, arbitration and remedies available to eClinicalWorks under the related contracts, in any federally funded health care program, including, but not limited to, the Medicare and Medicaid programs (collectively, the "Governmental Program."). eClinicalWorks hereby agrees to immediately notify Customer of any threatened, proposed, or actual exclusion of it or its employees, owners, directors and officers from any Governmental Program. In the event that eClinicalWorks or its employees, owners, directors and officers are excluded from

participation in any Governmental Program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that eClinicalWorks is in breach of this Section, this Agreement may, at the sole discretion of Customer, terminate as of the effective date of such exclusion or breach.

d. Headings. The headings in this Agreement are for information and convenience only and shall not affect the construction thereof.

e. Entire Agreement. This Agreement sets forth the entire Agreement between eClinicalWorks and Customer with respect to the subject matter hereof, and no modification, amendment, waiver, termination, or discharge of this Agreement or any provisions hereof shall be binding upon either party unless confirmed by written instrument signed by both parties.

f. Notices. Any notices required to be given by one party to another hereunder shall be deemed duly given when (i) sent in writing, postage prepaid, via certified or registered mail, with return receipt, or (ii) delivered by hand, and addressed to the appropriate party at the addresses above or to such other address as either party shall have designated in writing to the other, (iii) sent via email to eClinicalWorks at notices@eclinicalworks.com, or (iv) delivered to Customer via the online portal. Notices sent via email or delivered via the online portal will be deemed given on the day received. The specification of means for giving notice herein shall not preclude the use of other forms of written notice when in the context of their use they provide equal or greater effective actual notice to the receiving party than the means specified herein.

g. Governing Law. This Agreement, its validity, construction, and effect shall be governed by the laws of the Commonwealth of Massachusetts.

h. Arbitration. Any and all controversies, claims, or disputes arising out of, relating to, or connected with this Agreement or Customer's use of the services and/or the Software shall be referred to and settled by individualized arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions set forth under the AAA's Commercial Arbitration Rules and any other applicable rules and procedures ("Rules") by a panel of three arbitrators appointed in compliance with the Rules. This includes all disputes over arbitrability.
    i. The Parties to this Agreement further acknowledge and agree that:
        1. the location of the arbitration, including the location of all arbitration hearings, shall be Boston, Massachusetts;
        2. the arbitral award shall address the costs and expenses of arbitration and all matters related thereto, including, the allocation of same between the parties;
        3. the award of the arbitrators shall be final and binding upon the parties; and
        4. the parties submit to the jurisdiction of the federal courts of Massachusetts for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with this clause and/or may enforce the award through such courts.
    ii. By using the services and/or the Software, Customer expressly waives its right to pursue all controversies, claims, or disputes in court and instead must submit any such controversies, claims, or disputes to arbitration as described above.
    iii. Any legal fees or expenses incurred by Customer during any dispute, shall be the sole responsibility of Customer.

i. Waiver Of Class And Joint Claims: Any arbitration (or, if arbitration of the action is not permitted by law, litigation) shall be solely on behalf of an individual person, and shall not be consolidated or joined with the claims of any other person or brought on behalf of a putative class unless previously agreed to in writing by both eClinicalWorks and Customer. This provision shall survive the termination of this Agreement, regardless of the cause of such termination.

j. Disclosures. Customer acknowledges that it has read "eClinicalWorks V11 Mandatory Disclosures" and "eClinicalWorks Enterprise Patient Portal v2.1 Mandatory Disclosures" (https://www.eclinicalworks.com/resources/meaningful-use/) regarding the potential costs and limitations associated with eClinicalWorks Software and products.

k. Authority. Each representative signing below hereby represents that each is authorized to enter into this Agreement.

l. Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by electronic, photocopy or facsimile signatures of such party's representative hereto.

m. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

n. Relationship. It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Nothing in this Agreement is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication between the parties.

Exhibits

Exhibit A – eClinicalWorks Hosting Addendum
Exhibit B – Business Associate Addendum
Exhibit C – Revenue Cycle Management
Exhibit D – Data Transfer Options
Schedule 1 –Enrollment details
Schedule 2 –Additional Packages

CONTRACT EXECUTION:

IN WITNESS WHEREOF, the respective authorized representative of each party has executed this Agreement, including any other applicable addenda or exhibits as specified herein, to be effective as of the Effective Date.

CUSTOMER	eClinicalWorks, LLC
_____	_____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Name - Print or Type)	(Name - Print or Type)
(Customer Company - Print or Type)	**eClinicalWorks, LLC** (Customer Company - Print or Type)
_____ Date	_____ Date
_____ e-mail	

EXHIBIT A – eClinicalWorks Hosting Addendum

Article 1

Hosting Services

1.1 eClinicalWorks Responsibilities. Subject to the terms of this Agreement, eClinicalWorks will: (a) make the services using the web based software applications ("Hosted Applications") available to Customer via the Internet based on a Cloud basis; (b) make the Documentation for the Hosted Applications available to Customer; and (c) provide to Customer a user name, password and other information required to use the Hosted Applications.

1.2 Customer Responsibilities.

(a) Customer is responsible for: (i) procuring, at its expense, the necessary environment at the Customer's location(s) to use the Hosted Applications via the Internet, including, without limitation, all computer hardware, software and equipment, Internet access and telecommunications services (collectively, the "Customer Systems"); (ii) complying with all laws, rules and regulations related to the Customer Systems; (iii) keeping its user name and password secret and confidential, and, for any communications or transactions that are made, using the same; (iv) changing its user name and password if it believes that the same has been stolen or might otherwise be misused; (v) maintaining security of its environment that it controls; (vi) verifying identity of users to whom it provides access to the information within the hosted application (vii) obligations under any third party agreements to which Customer is a party, including, without limitation, any agreement pursuant to which Customer procures the Customer Systems or any portion thereof, regardless of whether eClinicalWorks provides Customer with any assistance in such procurement.

(b) Customer shall bear all costs of obtaining, installing and maintaining the Customer Systems.

1.3 Definitions.

(a) "Services" shall mean the Hosting services set forth in Section 1.4 below which are subject to payment of the Hosting fees.

(b) "System" shall mean the server(s) on which the Website is hosted and all other equipment utilized by eClinicalWorks to provide the Services hereunder.

(c) "Website" shall mean the URL or any eClinicalWorks domain provided to the Customer to access the Hosted Application.

(d) "Documentation" means the user and technical manuals and other documentation provided or made available to Customer describing the Hosted Applications' features, functionalities, requirements and specifications.

1.4 Services to be provided.

(a) eClinicalWorks shall provide hosting-related maintenance including back-ups, server maintenance and troubleshooting.

(b) Network Connectivity. eClinicalWorks shall provide the Website with connection to the Internet for approximately twenty-four (24) hours seven days a week excluding periods of time necessary for Website maintenance and Internet performance issues. eClinicalWorks reserves the right to have planned outages for hardware and software maintenance.

(c) Administration. eClinicalWorks shall provide regular routine and other systems administration and support services necessary to maintain the Website. eClinicalWorks shall provide Customer with one (1) business day of notice prior to service interruptions due to planned maintenance. Any service interruption for planned maintenance shall not exceed the time reasonably necessary to complete such maintenance.

(d) Security. eClinicalWorks shall take reasonable measures to prevent unauthorized access to the Website. In this regard, eClinicalWorks shall use at least the same security measures it uses to protect its own proprietary information. For security and administrative reasons only, the hosted application support and maintenance team will have access to all files on the server. eClinicalWorks is not responsible if Customer makes changes to default security settings which allow access to Customer data.

1.5 Acceptable use policy

(a) Acceptable Use Policy. Customer shall use the Hosted Applications only for lawful purposes, in compliance with all applicable laws. Customer shall be responsible for all use of the Hosted Applications by its Providers and Customer Personnel, regardless of whether such use is known to or authorized by Customer. The Hosted Applications are provided for use in conformance with the terms and conditions of this Agreement. eClinicalWorks reserves the right to investigate suspected violations of this Agreement. If eClinicalWorks becomes aware of possible violations, eClinicalWorks may initiate an investigation including gathering information from Customer and examination of material on eClinicalWorks' servers. During the investigation, eClinicalWorks, in its sole discretion, may suspend access to the Website, Hosted Application, and/or remove the Website content and other material from eClinicalWorks' servers. If eClinicalWorks determines, in its sole discretion, that a violation of this Agreement has occurred, it may take responsive action, including, without limitation, permanent removal of the Website content, or any portion thereof, from eClinicalWorks' servers, issuance of warnings to Customer or the suspension or termination of this Agreement to Customer.

(b) Passwords. Customer is responsible for maintaining the confidentiality of any password(s) and access codes used to access the Hosted Applications and Website and is fully responsible for all activities that occur under those password(s) and access codes. Customer agrees to notify eClinicalWorks immediately of any unauthorized use of its password(s). Customer shall be solely responsible for the security of its passwords. Continued failure by Customer to maintain password security may result in the suspension or termination of Services.

(c) System Security. Customer shall be prohibited from using the Services to compromise the security of the Services, the System, the Website, Hosted Application, or any other website on the Internet. Customer use or distribution of tools designed for compromising security is strictly prohibited, including, without limitation, password guessing programs, cracking tools, penetration and vulnerability scans or network probing tools. If Customer is involved in violations of security, eClinicalWorks reserves the right to release identification information of Customer to systems administrators at other websites in order to assist them in resolving security incidents. eClinicalWorks shall also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

1.6 System Monitoring. eClinicalWorks reserves the right to monitor the System electronically from time to time and to access and disclose any information as permitted or required by any law or regulation, to operate its System properly, or to protect itself or other Customers, provided that, eClinicalWorks shall provide Customer prior notice of any such disclosure. eClinicalWorks shall fully cooperate with law enforcement authorities in investigating suspected violators. It is not eClinicalWorks' intention that the Services, System or eClinicalWorks' facilities be used in contravention of the Communications Decency Act of 1996, 47 U.S.C. Section 223, or any other applicable law. Customer shall indemnify and defend eClinicalWorks for any claims, suits, losses or actions against eClinicalWorks arising from, related to or in connection with any violation by Customer of the Communications Decency Act.

1.7 Warranty of Content. In addition to the warranties set forth in the Agreement, the parties to this Agreement warrant that they shall not use on the Website any content or other intellectual property that: (i) infringes on the intellectual property rights or any rights of publicity or privacy of any third party; (ii) violates any law, statute, ordinance or regulation (including, without limitation, laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (iii) is defamatory, libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, child pornographic or harmful to minors; or (v) contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. Violations of this Section not only constitute a material breach of the Agreement and trigger immediate termination by a party not in breach but may also subject such party to criminal and/or civil liability.

Article 2

Compliance with Laws.

2.1 Compliance with Laws

(a) The parties shall comply with all applicable laws and regulations concerning security and privacy with respect to their obligations under this Agreement, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated there under ("HIPAA").

(b) eClinicalWorks acknowledges and agrees that the data and information that is compiled or passes through the databases that are a part of the Hosted Applications and that specifically relates to patients, patient care or physician procedures or diagnosis (collectively, the "Customer Data"), and all right, title and interest therein, is and shall remain the exclusive property of Customer. Notwithstanding the foregoing, Customer hereby grants eClinicalWorks a perpetual, unlimited license to use the Customer Data, in any form or format, for data benchmarking, sharing, warehousing, resource utilization and similar data analysis services; provided,

however, that eClinicalWorks shall protect and maintain the confidentiality of all individual identifiable patient and hospital data and eClinicalWorks shall comply with HIPAA, as applicable, with respect to such data.

Article 3
Service Levels

3.1 Availability

(a) Uptime. eClinicalWorks agrees that the Hosted Applications will be available 99.9% of the time during the hours of 5:00 AM to 12:00 AM local time of the data center, seven (7) days per week (the "Up-Time Commitment"). The Up-Time Commitment will be measured monthly.

(b) Exclusions. Calculation of the Up-Time Commitment shall exclude unavailability of the Hosted Applications caused by any of the following:
   i. Scheduled, announced downtime for maintenance; provided, however, that such downtime shall not exceed two (2) hours, per event, unless the parties mutually agree otherwise. eClinicalWorks has a daily maintenance windows from 1AM-3AM local standard time of the data center.
   ii. Failures in the Internet that are outside eClinicalWorks' control;
   iii. Hardware, communication lines or application problems (*e.g.*, Internet, ISDN, DSL, etc.) of Customer that prevent/disrupt access; or
   iv. Failures by Customer to comply with the eClinicalWorks' specifications outlined in the Documentation for the Hosted Applications.

(c) Broadband Requirements
   i. It is Customer's responsibility to provide internet service provider (ISP). eClinicalWorks uses Transport Layer Security (TLS) connectivity to eClinicalWorks' collocation facility with bandwidth to support application services selected by Customer for performance and usability.
   ii. The eClinicalWorks Service Levels above are based on eClinicalWorks hardware requirements.

EXHIBIT B – Business Associate Addendum

BUSINESS ASSOCIATE AGREEMENT BETWEEN CUSTOMER AND ECLINICALWORKS

This Agreement is entered into between [Insert Franchisee Name] ("Covered Entity") and eClinicalWorks, LLC ("Business Associate"). The HIPAA Business Associate Agreement ("Agreement") shall be effective on _____, 20__ ("Effective Date").

WHEREAS, Covered Entity is subject to the "HIPAA Rules," which for purposes of this Agreement shall include the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended;

WHEREAS, Business Associate may create, receive, maintain or transmit Protected Health Information ("PHI") of individuals in the course of providing services to Covered Entity. A description of the services that Business Associate will perform for the Covered Entity is set forth in the eClinicalWorks Master Agreement entered into by the parties, which shall be referred to as "Underlying Agreement."

THE PARTIES THEREFORE AGREE TO THE FOLLOWING:

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms as defined in the HIPAA Rules. The parties recognize that electronic PHI is a subset of PHI and all references to PHI in this Agreement shall include electronic PHI.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate may use and disclose PHI only if its use or disclosure is in compliance with each applicable requirement of 45 CFR 164.504(e).

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI and to comply with the HIPAA Security Rule [Subpart C of 45 CFR Part 164].

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) Within five (5) calendar days of Business Associate first becoming aware of an unauthorized use or disclosure of PHI, including a Security Incident, Business Associate agrees to notify the Covered Entity. Within fifteen (15) calendar days following the notification required above, Business Associate must provide a written report to the Covered Entity that shall include the following, upon availability: (i) documentation of the specifics surrounding the incident and brief description of what happened, including the description of the unauthorized person(s) who accessed or acquired unsecured PHI and whether such persons actually acquired or viewed the PHI; (ii) description of the investigation that the Business Associate undertook and the findings to date; (iii) date of incident; (iv) name of individuals affected; (v) description of the types of unsecured PHI that were involved in the incident; (vi) any recommended steps that the individuals should take to protect themselves from harm; (vii) what mitigation efforts were implemented to lessen the harm to individuals; and (viii) what processes have been implemented to prevent the incident from happening in the future, including reasonable and appropriate safeguards.

(e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2), to ensure that any individual or entity that subcontracts with Business Associate to create, receive, maintain or transmit PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to substantially the same restrictions and conditions that apply through the HIPAA Rules and this Agreement to Business Associate. Additionally, Business Associate shall require a contract or other arrangement with such subcontractor that complies with 45 CFR 164.314(a)(2)(i)(B).

(f) Within fifteen (15) calendar days of receiving a written request from Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set as necessary to allow Covered Entity to meet the requirements under 45 CFR 164.524. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall tell the individual to request the records from their respective covered entity.

(g) Within fifteen (15) calendar days of receiving a written request from Covered Entity, Business Associate agrees to make requested PHI available to the Covered Entity for amendment and incorporate any amendment(s) to PHI that the Covered Entity directs as

necessary for compliance with 45 CFR 164.526 to the extent that the Business Associate possesses the Designated Record Set. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall tell the individual to request the records from their respective covered entity.

(h) Business Associate agrees to make its policies, procedures, documentation required by the HIPAA Rules, internal practices, books, and records relating to the use and disclosure of PHI created, received or maintained by Business Associate on behalf of Covered Entity available to the Secretary of Health and Human Services within a reasonable time of such request for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(i) If Business Associate is required to make a disclosure of PHI in its possession for a legal reason in accordance with the HIPAA Rules, it will track such a disclosure and within thirty (30) calendar days shall provide all required information to Covered Entity that would be necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information: (i) date of disclosure, (ii) name of the individual or entity who received the PHI, and if known, the address of such individual or entity; (iii) brief description of PHI disclosed; and, (iv) brief statement of the purpose of such disclosure that includes an explanation of the basis for such disclosure, including any documentation that may support the reason for disclosure. Business Associate shall implement an appropriate record keeping process to enable it to comply with the requirements of this subparagraph. In the event the request for an accounting is delivered directly to the Business Associate, Business Associate shall tell the individual to request the records from their respective covered entity.

(j) Business Associate agrees that it will use or disclose only the minimal amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request consistent with the requirements applicable to Business Associate under 45 CFR 164.502(b).

(k) To the extent that Business Associate is to carry out an obligation of the Covered Entity under the HIPAA Rules, Business Associate shall comply with the requirements of the HIPAA Rules that apply to the Covered Entity in the performance of such obligation.

3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as requested by Covered Entity provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity, provided that Business Associate shall store all PHI within the United States of America and no PHI shall be stored outside of the United States of America without Covered Entity's prior written consent.

(b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. In the event Business Associate discloses PHI in its possession to a third party for the above purposes, Business Associate shall obtain reasonable assurances from the third party to whom the information is disclosed including: (i) that the information will remain confidential; (ii) that the information will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and, (iii) that the third party must notify the Business Associate of any instances, of which it is aware, in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, Business Associate is also authorized to use Protected Health Information to aggregate data and/ or de-identify the information in accordance with 45 C.F.R. § 164.514(a)–(c). Business Associate may use aggregated data or de-identified information for the purpose of testing or maintaining its software or for any other purpose permitted by law.

(d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose his/her PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Except as otherwise permitted by this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of Effective Date and may be terminated at any time by either party by providing advance written notice to the other Party, or at such time that Business Associate ceases providing services to Covered Entity in accordance with the Underlying Agreement. The Business Associate's duties to continue to safeguard PHI shall survive the termination of the Underlying Agreement and this Agreement.

(b) Termination for Cause. Business Associate acknowledges that the Covered Entity may immediately terminate this Agreement if the Covered Entity determines that Business Associate has violated a material term of the Agreement.

(c) Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Business Associate shall return all PHI to the Covered Entity, or destroy all PHI in a manner consistent with the Covered Entity's requirements. This obligation applies to any and all PHI created, received, or maintained in any form by the Business Associate and/or its subcontractors on behalf of the Covered Entity. This provision shall survive the expiration or termination of this Agreement and any Underlying Agreement between the Parties.

(d) Continued Safeguard of Information. Depending on the nature of Business Associate's services provided to the Covered Entity, the Covered Entity may determine that immediate return or destruction of the information is infeasible or Business Associate requires the retention of certain PHI for its continued proper management and administration or to carry out its legal responsibilities. In such an event, Business Associate will extend the safeguards and protections required by this Agreement for as long as the information is maintained and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. When the information is no longer needed by Business Associate, the information will be returned or destroyed in accordance with this Agreement. This provision shall survive termination of the Underlying Agreement and this Agreement.

7. Miscellaneous

(a) No Third Party Beneficiary Rights. Nothing express or implied in this Agreement is intended to give, nor shall anything herein give any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

(b) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(d) Injunctive Relief. Business Associate acknowledges that its unauthorized use or disclosure of PHI while performing services on behalf of the Covered Entity pursuant to this Agreement may cause irreparable harm to Covered Entity and, in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages, including injunctive relief.

(e) Indemnification. Subject to the limitation of liability provision in the Underlying Agreement, Business Associate shall indemnify, defend and hold harmless Covered Entity and its owners, officers, directors, trustees, employees and agents from any and all claims, penalties, damages, fines, costs and liabilities, resulting from Business Associate's breach of its obligations under this Agreement, the HIPAA Rules, or Business Associate's use, disclosure, transmission or maintenance of PHI on behalf of Covered Entity.

(f) Independent Contractors. Business Associate and Covered Entity agree that the relationship between them based on the services provided pursuant to the Underlying Agreement is solely that of independent contractors and nothing in this Agreement is intended to create a partnership, agency or joint venture relationship between the Parties.

(g) No Ownership. Under no circumstances shall Business Associate be deemed to be the owner of any PHI created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

(h) Amendment. In the event that the HIPAA Rules are materially amended or change the obligations of the Parties to this Agreement, the Parties agree to make good faith efforts to appropriately amend this Agreement in a timely fashion in order to give effect to the revised legal obligation. Business Associate's failure to agree to any amendment deemed necessary by Covered Entity to comply with future modifications or amendments to the HIPAA Rules shall constitute a material breach of this Agreement.

AGREED TO ON BEHALF AGREED TO ON BEHALF

OF _____	OF ECLINICALWORKS, LLC
("COVERED ENTITY")	("BUSINESS ASSOCIATE")
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____

Exhibit C: Revenue Cycle Management

This Exhibit is only applicable for the database that is enrolled with Revenue Cycle Management service. Customer is selecting eClinicalWorks Revenue Cycle Management service for the second database in Schedule 2. For the avoidance of doubt, Revenue Cycle Management service is not available under the first database in Schedule 1.

Revenue Cycle Management (RCM)

- Revenue Cycle Management" "RCM" / "Billing Service" includes the following services:
  - Create claims from encounters within eClinicalWorks ("Claim")
  - Send Claims electronically to Clearinghouse
  - Real time patient insurance eligibility
  - Post payments and adjustments
  - Manage the denial process
  - Submit to secondary payors
  - Manage Worker's Compensation and other liability Claims including auto PIP Claims
  - Create self-pay e-statements via the system and submit to mailing service
  - Manage the preparatory steps necessary to send accounts to collections
  - Prepare monthly financial statements
  - Prepare month-end reports
  - Assign a Customer advisor to manage Customer's receivables
- Revenue Cycle Management**
  - RCM Fee**
  - Revenue Cycle Management / Billing Service
  - eClinicalWorks Preferred Clearinghouse will be selected by eClinicalWorks.
  - Intelligent Medical Objects (IMO)
- Patient Statements***
  - $0.68 single page
  - $0.21 additional page(s)
  - $20.00 per month per practice minimum

* ACH form must be completed see Section 1.2 below.

**Customer (through Anodyne Franchising) shall be billed $4.00 per Claim for Excluded Claims. Excluded Claims are defined in Sec 1.1 below.

***Increase in US Postage rate, will increase the statement processing costs. Additional fees may apply for additional patient statement options.

1. FEES AND PAYMENT TERMS

1.1 Customer shall pay to Anodyne Franchising, LLC the fee set forth in the Franchise Disclosure Document entered into between Customer and Anodyne Franchising, LLC for collected revenue for all Claims within a month and the rest of the RCM Fees billed to the practice's database by eClinicalWorks. Customer hereby agrees that Anodyne Franchising, LLC shall remit the RCM Fee to eClinicalWorks. Any and all Claims submitted within the state of New York and/or through New York Medicaid (including Medicaid managed care plan Claims), submitted through Florida Medicaid (including Medicaid managed care plan Claims) and/or submitted through Alaska Medicaid (including Medicaid managed care plan Claims) cannot be paid on a percentage and shall be instead billed at $4.00 per Claim ("Excluded Claims"). eClinicalWorks reserves the right to add or remove states, care plan types and/or specialties to or from the definition of Excluded Claims to remain compliant with applicable law and regulation. In the event Customer does not pay Anodyne Franchising, LLC the RCM Fee, Customer understands and agrees that eClinicalWorks may seek payment for RCM Fees directly from Customer.

1.2 Customer must have a valid tax ID and completed credentialing and enrollment for its Provider(s) in order to submit Claims. If this enrollment is incomplete, Customer will go-live with EMR and PM product without the RCM service until such time that enrollment is completed. Customer shall also be responsible for clearinghouse fee during this timeframe. ACH form must be completed.

1.3 For purposes of this agreement, the collected medical Claims revenue will include all patient payments (including self-pay patient payments, co-pays, and any other patient balance payments), and all payor payments including monthly capitation payments and any annual withholding payments. The percentage is based on money collected during each monthly period. At the end of the monthly period a reconciliation will be completed, and any additional invoiced amounts required will be billed for that month. Customer will pay eClinicalWorks for its services on the 15th of every month via an ACH transaction, or payment to Anodyne Franchising, LLC as it relates to the RCM Fee. If Customer fails to submit payment to eClinicalWorks (through Anodyne Franchising, LLC, as it relates to the RCM Fee) within the time set

forth in this paragraph, Customer will be responsible for paying the principal amount billed plus 1.5% per month late charge for each month delinquent thereafter. If Customer has any invoices unpaid for more than 60 days, eClinicalWorks shall have the right to terminate services under this Agreement until the Customer's account is paid in full.

2. Terms and Conditions

2.1 Customer agrees to make available to eClinicalWorks all information necessary to properly process Customer's claims and to submit all such billing and insurance information to eClinicalWorks. In return, eClinicalWorks will process and submit all Customer's Claims within ninety-six (96) hours by electronic means whenever possible and by paper means otherwise.

eClinicalWorks agrees to provide the following services to Customer:

a. Create Claims based on the Customer created encounters and Progress Notes.
b. Provide Claim review feedback to the Customer.
c. Post all electronic remittance advice and explanation of benefits.
d. Apply payments and adjustments and coordinate payments received by the Customer.
e. eClinicalWorks will provide to Customer a dedicated account manager to monitor and maintain Customer financial information and status.
f. Each dedicated account manager will have an account-centric operations team that will work directly with the Customer to provide and consult with the Customer regarding RCM reports and analytics, including financial data trends and performance standards that are part of billing workflow.
g. eClinicalWorks will provide to the Customer an outline of key performance indicators, provide comparative analyses, review historical trends, offer predictive trends, and evaluate risks on an ongoing basis.

2.2 Customer agrees to the following responsibilities:

a. Customer will create each encounter and code as necessary from eClinicalWorks Progress Notes (incorrect coding and missing information can result in a delayed or loss in reimbursement).
b. Customer will lock each encounter within three (3) business days to avoid timely filing limitations delays or losses. eClinicalWorks will be exempt from any/all losses associated with timely filing for encounters not locked in a time manner.
c. Scan and provide to eClinicalWorks all explanation of benefits received by the Customer Failure to do this will result in inflated AR. eClinicalWorks will be exempt from any Cash flow impact presented due to EoB's being unavailable. eClinicalWorks will post all EoB's as available.
d. Credentialing of providers and informing eClinicalWorks when credentialing is complete (eClinicalWorks cannot submit Claims electronically until credentialing is complete and delays in submitting Claims may result in a delay or loss of reimbursement). eClinicalWorks will also be exempt from any/all liabilities/losses associated with incorrect credentialing information provided by Customer.
e. Furnish all documentation from all payors and allow access to payor websites.
f. Furnish all capitation contracts and details around the same initially and also on an ongoing basis for any updates made. eClinicalWorks will be posting any/ all Remittances associated with these plans as they obtain the information from these payers.
g. Furnish contracts and any other appropriate documentation from occupational medicine payer and or any payer invoicing contracts. Failure to do so will result in impact in cash collections form these payers and eClinicalWorks will be exempt from any/all losses associated with the same
h. Customer to provide any specialty centric submission forms required by payors for third-party liability Claims. Failure to do so will result in impact in cash collections form these payers and eClinicalWorks will be exempt from any/all losses associated with the same
i. Customer must choose and sign separate contract with collection service. Must review pre-collection account list in a timely manner and have created an approved credit and collection policy. Failure to do so will result in impact in cash collections form patients and result in accumulation of AR, eClinicalWorks will be exempt from any/all losses associated with the same
j. Customer will be responsible for all functions associated with patient check-in, including scanning of documents associated with insurance and identity. This is important to maintain a quick turn around on payer reimbursements. eClinicalWorks will be exempt from any/all losses associated with incorrect insurance/identify of the patient
k. Negotiate all contracts associated with reimbursement.
l. Provide fee schedules by CPT code and modifiers, maintain fee schedules, inform eClinicalWorks of any changes to fee schedules
m. Maintain a program to address all credit balances and refund patient or payors when necessary.
n. Allow eClinicalWorks direct contact with contracted payors in order to determine rates and reasons for amounts of reimbursement.
o. Provide eClinicalWorks with (1) current bad debt policy, (2) small balance Write off policy, and (3) Adjustment policy for eClinicalWorks RCM review and acceptance.

2.3 Customer is required to assist with the following:

a. Insurance eligibility enrollment.
b. ERA enrollment.
c. EFT enrollment.
d. Providing eClinicalWorks with appropriate payor website log in credentials (failure to do so can result in delayed reimbursements due to payor not providing Claim status by phone).
e. eClinicalWorks and Customer will jointly work to ensure these items are completed. Customer must complete any Practice/Payor dependent and Provider/Payor tasks in a timely manner. Failure to do so will result in delayed reimbursement or loss of reimbursement due to timely filing limits. eClinicalWorks will not be responsible for any delays or loss in reimbursement resulting from Customer non-compliance.

2.4 Customer is responsible for reimbursement for any claims with a date of service prior to eClinicalWorks RCM services go-live.

2.5 eClinicalWorks creates Claims for all the notes that are marked as "Locked" by the Customer and does not encourage changes additions to a locked note. However, if Customer wants to make any such changes/additions post locking of the note, they will need to inform eCW within 15 days of the first locked date. Requests post this time frame will not be accepted by eCW, the change can be done only once for a given note. eClinicalWorks will not be responsible for any delays or loss in reimbursement resulting from Customer non-compliance

2.6 Practice Review. Once a Claim is created, any practice centric errors or denials due to incorrect coding or lack of accurate information being provided, will be presented as Practice Review queue inside eClinicalWorks application. Claims that require additional information must be reviewed by the Customer and the requested information provided by the Customer within five (5) business days of being placed in Practice Review queue. A failure to respond within five (5) business days may result in delayed reimbursement or a denial of reimbursement under payor or clearinghouse timely filing limitations. eClinicalWorks will not be responsible, and the Customer expressly assumes all loss or liability, and agrees to hold eClinicalWorks harmless for any loss or liability, arising from the loss or delay in reimbursement resulting from the failure to respond to a request for additional information within five (5) business days.

2.7 All patient information and data provided by Customer to eClinicalWorks shall be kept confidential and shall not be disclosed to anyone outside of eClinicalWorks other than to the extent necessary for eClinicalWorks to process and submit Claims for Customer. eClinicalWorks will execute a Business Associate Agreement prior to Commencement Date set forth herein with any such parties. In addition, Customer will not divulge the contents, terms or conditions of this Service Agreement to any third party without the express written consent of eClinicalWorks.

2.8 Customer will provide accurate and truthful information on which eClinicalWorks will rely in preparing and submitting Claims. eClinicalWorks will transmit Claims via reasonably secure means and may use the United States Mail postage prepaid. Customer shall be responsible for accurately identifying the addresses to which such Claims are submitted.

2.9 eClinicalWorks will only change codes within the Claim information of the eClinicalWorks EMR and PM software, with Customer's express direction. Customer is still responsible for maintaining accurate coding and documentation on the progress note within eClinicalWorks' software.

2.10 Customer will pay eClinicalWorks in the event there are administrative or unexpected expenses. The administrative expenses might include (but not limited to) Customer requested services (e.g., clerical work, correspondence). The administrative work will be billed to Customer at $60 an hour in quarter hour (15 min) increments. Unexpected expenses might include (but are not limited to) preparation for legal cases. eClinicalWorks will notify Customer prior to performing any administrative work.

2.11 For Patient Balances eClinicalWorks will send 3 patient statements for outstanding patient balances. If the balance remains unpaid at the end of 90 days Customer will be notified about these accounts. Customer authorizes eClinicalWorks, in its sole discretion, to write-off any Patient Balances less than $100 that remain unpaid at the end of 120 days. These will be written off to an 'adjustment code' indicating that the Customer is notified and should use a collection agency to pursue these balances.

2.12 For Insurance balances eClinicalWorks will pursue payments from insurance carriers until the balance is paid or becomes a patient responsibility. eClinicalWorks will attempt to resolve billing denials via reviews and appeals procedures laid out by individual insurance contractors. However, resolving denials may require assistance from the Customer. Customer agrees to provide assistance in resolving the appeal of denials. Once the balance of the Claim becomes a patient responsibility the actions set forth in Section 2.11 shall be performed. Bad Debt adjustment is identified by month.

2.13 eCW creates Claims for all clean encounters no later than 48 hrs. Upon Claim creation, the billing data (ICD and the CPT) information is locked on the Claim. Any edits made on the Progress note to the billing data (ICD and CPT information), need to be brought to eClinicalWorks RCM team's attention within 15 days of date of service. eCW will not be responsible for any loss of revenue associated with any edits (addition deletion or updates made) to the billing data (ICD and CPT information) made after the 15th day from date of service. To reprocess encounters with change to the billing data, Customer must submit a written Change management request (CMR) for eCW RCM teams review. It will be eClinicalWorks RCM's sole discretion to choose to take on the project. This project would be billed at an Administrative fee of $60/hr. eClinicalWorks will not be liable for any negative financial impact to the practice due to this reprocessing.

2.14 Charges which are aging more than 180 days will be processed and written off as "bad debt" as long as there has been a primary submission, two follow up submissions followed by two appeals without resolution. "Bad debt" written off will not exceed .5% of charges in any given month.

2.15 Customer will be responsible for follow up on the payer invoices (occupational medicine) if a reimbursement is not received in a timely manner. eClinicalWorks RCM team will bring the payer invoice aging to the Customer's attention.

2.16 Customer and eClinicalWorks agree to jointly design the patient information form to optimize speed of entry for patient demographics.

2.17 Customer will be responsible for all provider credentialing and providing eClinicalWorks with necessary provider billing information.

2.18 During the term of this Service Agreement, Customer will not use the services of any other claims processing companies and will use eClinicalWorks to process all of Customer's medical insurance Claims with the government and/or commercial companies.

2.19 Customer represents that it is has the legal right to deliver the health care information it provides to eClinicalWorks and that it has obtained any necessary consent or authorization to do so. If eClinicalWorks receives any unauthorized disclosure of otherwise protected health care information, Customer agrees to immediately inform eClinicalWorks and to indemnify eClinicalWorks for any damages or penalties that result from such delivery.

2.20 Customer agrees to allow eClinicalWorks to use or disclose confidential or protected health care information in carrying out its business, including for the purposes of billing, collecting payment, processing insurance Claims, providing health care, or gathering information necessary for any of these activities. Customer expressly grants eClinicalWorks its authorization to discuss this information as-needed with other parties, its affiliates and subsidiaries, and between its constituents. Customer consents to transmission of its health care information via physical or electronic means and agrees that these methods of transmission are reasonably safe and secure.

2.21 Customer agrees to hold eClinicalWorks blameless for any incidental and accidental disclosures of protected health care information that result from the Customer's provision of such information for the purpose(s) of, without limitation, use, processing, analysis, or retention by eClinicalWorks. Customer also agrees to indemnify eClinicalWorks for any damages or penalties that result from any such disclosure.

2.22 Any changes to the current scope of work stated in this contract shall be reviewed by both parties and agreed upon through an addendum to this contract or a mutually signed change management request form (CMR) . eClinicalWorks will be held exempt from any liabilities associated with any impact on collections associate with processed and or protocols established outside of a signed CMR

2.23 eClinicalWorks services are provided AS-IS with no express or implied warranties of any kind. ECLINICALWORKS EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY; THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE PERFORMANCE; AND ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED.

2.24 Customer agrees and acknowledges that this agreement is subject to the general terms and conditions of the eClinicalWorks SOFTWARE LICENSE AND SUPPORT CLOUD AGREEMENT FOR ELECTRONIC MEDICAL RECORDS AND PRACTICE MANAGEMENT, including, without limitation, Section 5F "Limitation of Liability".

2.25 Any changes to the Revenue Cycle Management Terms and Conditions must be mutually-agreed upon by the Parties; provided, however, that eClinicalWorks reserves the right in its sole discretion to further amend the RCM Terms and Conditions at any time to comply with applicable laws and regulations or to conform to industry standards.

2.26 Document Retention. eClinicalWorks shall maintain the records created in accordance with the provisions of these RCM Services for a period of five (5) years after expiration or termination of this Agreement.

2.27 Insurance. eClinicalWorks and Customer will maintain commercial general liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 aggregate.

Practice Responsibility Checklist

3.1 By checking-off and signing below, Customer acknowledges and fully understands their responsibilities for the Revenue Cycle Management option and has had the opportunity to ask questions regarding the requirements.

1.	Coding	_____ Accept
2.	Marking all encounters as "Done" or "Locked within 72 hours of visit for timely submission.	_____ Accept
3.	Customer will be responsible to receive all inquiries from patients	_____ Accept
4.	Customer will be responsible for credentialing and negotiating contracts with all payors. If credentialing is incomplete, Customer will go-live with EMR and PM product without the RCM service until such time that Credentialing is complete. Customer will also be responsible for clearinghouse fee during this timeframe.	_____ Accept
5.	Customer will be responsible for collections or practice can contract with a third party for collections.	_____ Accept
6.	Customer understands it will be responsible for all claims with a date of service prior to eClinicalWorks RCM go-live	_____ Accept

_____
Signature

_____
Name of Signatory

_____
Designation

_____
Customer Name

_____
Date

EXHIBIT D – Data Transfer Options

eClinicalWorks® provides multiple, distinct options for customers to transfer their data from eClinicalWorks. For more information on other data transfer options from eClinicalWorks, open a support case on the my.eclinicalworks.com Customer Portal. Indicate the data transfer option chosen by the customer.

eCW Cloud Customers

1. **C-CDA Export:** Self-Service Export through the eClinicalWorks application. This option enables customers to export their data from eClinicalWorks themselves, free of charge, and without any assistance from eCW. For more information about downloading C-CDA, refer to the C-CDA Data Portability Users Guide, which is available on the my.eclinicalworks.com Customer Portal: Modern View > Knowledgebase > Product Documentation > Documents > Search for "C-CDA". Customers can utilize this option at any time while they have access to the EHR software.
   Total Cost: Free of charge
   The Data Export C-CDA File includes the 2015 Edition Common Clinical Data Set data elements, which include but are not limited to: Patient Demographics (Name, Sex, Date of Birth, Race, Ethnicity and Preferred Language), Smoking Status, Problem List, Medication List, Laboratory Tests and Results, Vital Signs, Procedures, Care Team Members, Immunizations, Unique Device Identifiers, Assessments, Treatment Plan, Goals, and Health Concerns. This is not a comprehensive data export; if one is needed, select the One-Time Unencrypted Database Backup, Including Scanned Documents (as described in option 2).

2. **One-Time Unencrypted Database Backup, Including Scanned Documents:** eClinicalWorks will capture and provide a one-time unencrypted copy of the database. All EHR data (including structured and free-text notes associated with a patient's chart) will be part of the unencrypted copy of the database backup. Note: this option is provided in a relational database machine readable format (.BAK file format). Refer to options 1 and 3 for human readable file formats for specified subsets of data. If the data is 50 GB or more, an encrypted hard drive is required. If the data is less than 50 GB, data will be delivered *via* sFTP at no additional cost.
   Total Cost: Free of charge if no encrypted hard drive is needed; $500 plus applicable taxes (includes delivery) if a hard drive is required

3. **Focused Data Extraction Service:** Human readable (*e.g.,* TXT, HTML, PDF) formatted data export option. eClinicalWorks will extract the data, for a focused subset of data elements only, as follows:
   - Patient Demographics and Appointments in TXT format
   - Locked Progress Notes in read-only HTML format (all Progress Notes must be locked by the practice prior to export)
   - Patient Documents in native format with index file
   - Pink Paper Clip (interface results) in read-only HTML format
   - Medical Summary
   - Select Financial Reports

   In addition to the aforementioned human readable extracts, this option also includes the One Time Unencrypted Database Backup, Including Scanned Documents (as described in option 2).
   If the data is 50 GB or more, an encrypted hard drive is required. If the data is less than 50 GB, data will be delivered *via* sFTP at no additional cost.
   Total Cost: $3,000 for 1-3 providers, $4,500 for 4-10 providers, $1,500 for every additional 10 providers. If the data is 50 GB or more, an encrypted hard drive is required for $500 plus applicable taxes (includes delivery).
   Larger customers should contact eClinicalWorks to identify the best data solution for them. This option is often chosen by customers who are closing or retiring.

Self-Hosted eCW Customers

1. **C-CDA Export:** Self-Service Export through the eClinicalWorks application. This option enables customers to export their data from eClinicalWorks themselves, free of charge, and without any assistance from eCW. For more information about downloading C-CDA, refer to the *C-CDA Data Portability Users Guide*, which is available on the my.eclinicalworks.com Customer Portal: Modern View > Knowledgebase > Product Documentation > Documents > Search for "C-CDA." Customers can utilize this option at any time while they have access to the EHR software.
   Total Cost: Free of charge
   The Data Export C-CDA File includes the 2015 Edition Common Clinical Data Set data elements, which include but are not limited to: Patient Demographics (Name, Sex, Date of Birth, Race, Ethnicity and Preferred Language), Smoking Status, Problem List, Medication List, Laboratory Tests and Results, Vital Signs, Procedures, Care Team Members, Immunizations, Unique Device Identifiers, Assessments, Treatment Plan, Goals, and Health Concerns. This is not a comprehensive data export; if one is needed, select the One-Time Unencrypted Database Backup, Including Scanned Documents (as described in option 2).

2. **One-Time Unencrypted Database Backup, Including Scanned Documents:** eClinicalWorks will capture and provide a one-time unencrypted copy of the database. All EHR data (including structured and free-text notes associated with a patient's chart) will be part of the unencrypted copy of the database backup. Note: this option is provided in a relational database machine readable format (.BAK file format). Refer to options 1 and 3 for human readable file formats for specified subsets of data. All scanned documents will be available, unencrypted, on the self-hosted customer's server.
   Total Cost: Free of charge if no encrypted hard drive is requested; $500 plus applicable taxes (includes delivery) if an encrypted hard drive is requested.

3. **Focused Data Extraction Service:** Human readable (*e.g.,* TXT, HTML, PDF) formatted data export option. eClinicalWorks will extract the data, for a focused subset of data elements only, as follows:
   - Patient Demographics and Appointments in TXT format
   - Locked Progress Notes in read-only HTML format (all Progress Notes must be locked by the practice prior to export)
   - Patient Documents in native format with index file
   - Pink Paper Clip (interface results) in read-only HTML format
   - Medical Summary
   - Select Financial Reports

   In addition to the aforementioned human readable extracts, this option also includes the One Time Unencrypted Database Backup, Including Scanned Documents (as described in option 2).
   If the data is 50 GB or more, an encrypted hard drive is required. If the data is less than 50 GB, data will be delivered *via* sFTP at no additional cost.
   Total Cost: $3,000 for 1-3 providers, $4,500 for 4-10 providers, $1,500 for every additional 10 providers. If the data is 50GBs or more, an encrypted hard drive is required for $500 plus applicable taxes (includes delivery).
   Larger customers should contact eClinicalWorks to identify the best data solution for them. This option is often chosen by customers who are closing or retiring.

Schedule 1 - Enrollment details

Customer Details:

- Customer Name:
- Customer Address:
- Number of Full Time Providers:
- Number of Part Time Providers:
- Number of Full Time Equivalent Providers:
- Number of Named Providers:
- Customer must have a minimum of ___FTE during the initial term of the Agreement.

Practice Details

eClinicalWorks Packages

Key:

✓ Included

- Not included

Package	EMR & PM Plus with RCM
eClinicalWorks Comprehensive EHR eClinicalWorks EMR: Front Office, Mid Office, Document Management, Referral Management, Meaningful Use or MIPS Dashboards, ePrescribing and Formulary Checking, Registry Reporting and EBO.	✓
eClinicalWorks PM Practice Management (PM) Software and Billing Implementation Service	✓
Cloud	✓
eClinicalWorks Virtual Assistant (EVA)	✓
Patient Portal	✓
eClinicalMobile (Smart phone App for IOS or Android)	✓
eClinicalWorks P2P	✓
eClinicalMessenger (per message fee below applies).	✓
Services: all services to be done online 24x7 Support included Maintenance included Unlimited Webinars and Videos included	✓
MIPS Quality Performance Category – Claims Data Submission Mechanism	✓
healow Telehealth Solutions Package ($2 per healow TeleVisit and/or h2h encounter or $50 for every 250 minute fee below applies). Includes healow TeleVisits, hello2healow (h2h), healow TeleVisit scheduling, healow TeleVisit progress notes, healow TeleVisit questionnaire and tracker integration on healow app for eClinicalWorks approved devices.	✓
Added Value Bundle MIPS Reporting with up to 4 hours MIPS Consultation eClinicalWorks Scribe for iPad, iPhones, Android and Window platform eClinicalTouch (iPad App for eClinicalWorks) Mobile speech recognition for iPad, iPhone & Android phones Kiosk Intelligent Medical Objects (IMO) Patient Education	✓
Healow Open Access	✓
Revenue Cycle Management	✓
Pricing*	**Pricing is set out below**

***Applicable for package above:**

Customer shall pay to Anodyne Franchising, LLC the percentage of collected revenue set forth in their Franchise Disclosure Document for all Claims within each month. Customer hereby agrees that Anodyne Franchising, LLC shall remit the RCM Fee to eClinicalWorks.
ACH form must be completed see Exhibit C, Section 1.2 for all fees outside of the RCM Fee.
Any Excluded Claims shall be billed at a flat rate of $4.00 per Claim. Excluded Claims are defined in Exhibit C, section 1.1.
Patient Statements costs are not included and will be billed at $0.68 for a single page and $0.21 additional page(s) with a $20.00 per month per practice minimum. Increase in US Postage rate, will increase the statement processing costs. Additional fees payable by Customer may apply for additional patient statement options.
Fees above do not include the per message fee for eClinicalMessenger. This fee is based on volume and shall be payable by Customer directly to eClinicalWorks. For the first 0 – 1000 messages per month $0.15/message and for additional 1000(+) messages per month $0.10/message.
Tax not included. Sales tax will be charged unless a sales tax exemption certificate is presented.
If Customer requires Electronic Prescribing of Controlled Substances (EPCS) then Customer must select an EPCS service in the optional section of this agreement.
Fees above do not include the fee for healow Telehealth Solutions Package, which shall be payable by Customer directly to eClinicalWorks.
Telehealth Solutions Package fee is either $2 per healow TeleVisit and h2h encounter or $50 for the initial 250 minutes and an additional $50 for every subsequent 250 minutes, whichever is less, invoiced monthly per Customer. For example, once Customer reaches 251 minutes, the

Customer will be automatically charged an additional $50 for the next block of 250 minutes. Minutes will not be rolled over from month to month. Pricing for healow Telehealth Solution Package is available through end of 2021 and is subject to change thereafter.
Customer agrees that to have an active license, a Provider must have at least one claim per month.
Due to the Covid-19 pandemic, through December 2021, the healow telehealth solutions package will be capped at $100 multiplied by the total number of Provider(s) per month. Through December 2021, eClinicalWorks will bill either the lower of the two pricing options listed above for the healow telehealth solution package or the total number of Providers multiplied $100 per month, whichever is less.

Implementation

Implementation Services: all services to be done online	
Implentation includes installation and up to 5 days of training.	
Total**	~~**$7,000**~~ **$5,000**

** Airfare is not included and will be billed separately for all onsite services. Implementation service days/hours are to be used within six (6) months of go-live or within twelve (12) months of the Effective Date, whichever comes first. Any unused days will be forfeited beyond that timeframe. Any additional services will be for an additional fee.

Customer will receive 24-month, no interest payment plan for onetime implementation services. Customer will be invoiced monthly for 24 months with the first month due upon the Effective Date. All fees associated with implementation services shall be payable by Customer directly to eClinicalWorks.

Optional Items

Fax

Please select a fax option:

Analog Fax: • No additional charge from eClinicalWorks. • Customer must have an analog fax line. • Customer is responsible to procure peripherals devices such as fax servers as further described in hardware requirements.	**___Accept**
Cloud Fax: • $50 per month per line* *Minimum $50.00 per month per line covers up to 1000 pages per line. After that point every fax will be $.04 per page. If customer cancels any fax services with eClinicalWorks, Customer understands and agrees that the fax number will no longer be available for Customer. One line may be either incoming and outgoing, outgoing only or incoming only. If Customer requests eClinicalWorks to port their existing number, then additional fees will apply and the existing carrier must allow number porting to eClinicalWorks. All fees associated with cloud fax services shall be payable by Customer directly to eClinicalWorks.	**___Accept** **If accepted please indicate quantities:** **_____**

healow Open Access

Please indicate whether enrolling with healow Open Access:

$49 per Provider per month. If Customer selects the EMR&PM Plus with RCM then the healow Open Access fee will be waived. • eClinicalWorks will provide HTML code to the practice to add a link for Healow Open Access to be added onto the Customer website. • Patients may book appointment online with the Customer's Providers that are using the eClinicalWorks EMR. • Customer will have the ability to respond to incoming healow Open Access appointment requests within the eClinicalWorks EMR. *Customer will be billed monthly for any Provider that has any appointment(s) requested or scheduled through healow Open Access in that month. If no appointments are requested or booked, then there is no charge for that Provider for that month. All fees associated with healow Open Access shall be payable by Customer directly to eClinicalWorks.	**___Accept**

EPCS Service

Please indicate whether enrolling with EPCS Service:

Package one: One-year subscription • $250 per Named Provider per year • One-year subscription to EPCS authentication service • One hardware OTP token • Identity proofing • Optional phone binding for activation of a spare or replacement token • Free shipping, and free replacement of a defective, lost, or stolen token	**___Accept**
Package two: • $275 per Named Provider per year • All items in the one-year subscription package plus one spare hardware OTP token included	**___Accept**

*Subscription will auto-renew on an annual basis unless Customer cancels the subscription on the eClinicalWorks portal prior to auto-renewal. All fees associated with EPCS services shall be payable by Customer directly to eClinicalWorks.

Non-Production Environments

Please indicate whether enrolling with a Non-Production Environment:

Non-Production Environment* • Onetime Fee: $1000 per environment for installation. Due upon installation if this option is selected. • Hosting Fee: $600 per month per environment	**___Accept**

*Non-Production Environments are limited to 1,000 test patients per environment. All fees associated with Non-Production Environments shall be payable by Customer directly to eClinicalWorks.

Interfaces

The below interfaces are available for Customer upon request. Please indicate which interface is needed:

Quest Interface** Cost: eClinicalWorks will invoice Quest Format: HL7 Interface: Laboratory orders outbound and laboratory results inbound	**____Accept**
LabCorp Interface** Cost: eClinicalWorks will invoice LabCorp Format: HL7 Interface: Laboratory orders outbound and laboratory results inbound	**____Accept**
Hospital Interoperability** Cost: Interoperability with one hospital included in Cloud Subscription EMR&PM Package and EMR&PM Plus package in this Agreement. Format: specifications listed on https://www.eclinicalworks.com/products-services/interoperability/clinical-integrations/ Interfaces include: • 1 Laboratory orders outbound and laboratory results inbound interface • 1 Radiology orders outbound and radiology results inbound interface • 1 Departmental Reports inbound interface	**____Accept** **If accepted list Hospital name** **_____**
Commonwell and/or Carequality** • CCDA bidirectional through Commonwell and/or Carequality for participating hospitals.	**____Accept**

**In order to complete the Interface, Interface Vendor must be willing to dedicate the time and resources necessary to fulfill its obligations with respect to the interface. Customer acknowledges and agrees that eClinicalWorks cannot complete the interface without the necessary assistance and support from Interface Vendor. In addition, third-party software may be required for the Interface to operate effectively. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third-party vendor software or otherwise with respect to any obligations of Interface Vendor or any third-party vendor. Customer also understands that the timeframe for completion of the interface is contingent upon both the availability of eClinicalWorks and Interface Vendor and scope of the interface. If Interface Vendor is unable or unwilling to support the interface based on eClinicalWorks specifications, then the interface request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with respect to the interface or its completion. If the scope of the interface changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. Interfaces may not be substituted. Additional fees will apply if Customer requests different interfaces. All fees associated with interfaces shall be payable by Customer directly to eClinicalWorks.

IN WITNESS WHEREOF, the respective authorized representative of eClinicalWorks, LLC and Customer have executed this Schedule, to be effective as of the date last signed below.

Customer	eClinicalWorks, LLC
(Authorized Signature)	(Authorized Signature)
(Name – Print or Type)	(Name – Print or Type)
[Abstract]	**eClinicalWorks, LLC**
Date	Date

e-mail

Schedule 2 - Additional Packages

After one year for the EMR Go-Live of the EMR&PM Plus with RCM package in Schedule 1, Customer may select to switch to one of the Packages below by executing an addendum.

Customer Name:

Package:

eClinicalWorks Packages

Key:
✓ Included
- Not included

Package	Please select one option Option 1__ EMR & PM	Option 2__ EMR & PM Plus
eClinicalWorks Comprehensive EHR eClinicalWorks EMR: Front Office, Mid Office, Document Management, Referral Management, Meaningful Use or MIPS Dashboards, ePrescribing and Formulary Checking, Registry Reporting and EBO viewer.	✓	✓
eClinicalWorks PM Practice Management (PM) Software and Billing Implementation Service	✓	✓
Cloud Private Cloud and Nimbus (downtime procedure technology)	✓	✓
eClinicalWorks Virtual Assistant (EVA)	✓	✓
Patient Portal	✓	✓
eClinicalMobile (Smart phone App for IOS or Android)	✓	✓
eClinicalWorks P2P	✓	✓
eClinicalMessenger (per message fee below applies).	✓	✓
Services: all services to be done online 24x7 Support included Maintenance included Unlimited Webinars and Videos included	✓	✓
MIPS Quality Performance Category – Claims Data Submission Mechanism	✓	✓
healow Telehealth Solutions Package ($2 per healow TeleVisit and/or h2h encounter or $50 for every 250 minute fee below applies). Includes healow TeleVisits, hello2healow (h2h), healow TeleVisit scheduling, healow TeleVisit progress notes, healow TeleVisit questionnaire and tracker integration on healow app for eClinicalWorks approved devices.	✓	✓
Added Value Bundle MIPS Reporting with up to 4 hours MIPS Consultation eClinicalWorks Scribe for iPad, iPhones, Android and Window platform eClinicalTouch (iPad App for eClinicalWorks) Mobile speech recognition for iPad, iPhone & Android phones Kiosk Intelligent Medical Objects (IMO) Patient Education	-	✓
Pricing*		
Monthly Fee per Full Time Equivalent (FTE)	$599	~~$699~~ $649

***Applicable for package above:**

All monthly fees per FTE in the package above shall be payable by Customer directly to eClinicalWorks.

Fees above do not include the per message fee for eClinicalMessenger. This fee is based on volume. For the first 0 – 1000 messages per month $0.15/message and for additional 1000(+) messages per month $0.10/message. All fees associated with eClinicalMessenger shall be payable by Customer directly to eClinicalWorks.

If Customer requires Electronic Prescribing of Controlled Substances (EPCS) then Customer must select an EPCS service in the optional section of this agreement.

Fees above do not include the fee for healow Telehealth Solutions Package. Telehealth Solutions Package fee is either $2 per healow TeleVisit and h2h encounter or $50 for the initial 250 minutes and an additional $50 for every subsequent 250 minutes, whichever is less, invoiced monthly per practice. For example, once Customer reaches 251 minutes, the Customer will be automatically charged an additional $50 for the next block of 250 minutes. Minutes will not be rolled over from month to month. Pricing for healow Telehealth Solution Package is available through end of 2021 and is subject to change thereafter. All fees associated with healow Telehealth Solutions Package shall be payable by Customer directly to eClinicalWorks.

Due to the Covid-19 pandemic, through December 2021, the healow telehealth solutions package will be capped at $100 multiplied by the total number of Provider(s) per month. Through December 2021, eClinicalWorks will bill either the lower of the two pricing options listed above for the healow telehealth solution package or the total number of Providers multiplied $100 per month, whichever is less.

Optional Items

Clearinghouse Selection

Please select a Clearinghouse: Contracting and payer enrollment is required with the Clearinghouse selected. The partnered clearinghouse will invoice Customer directly for all clearinghouse services in accordance with clearinghouse invoicing schedule. Setup and Configuration of one Partner Clearinghouse included. Any future clearinghouse switch (to another partner) will have additional fees for re-configuration and setup.

Change Healthcare (formerly Emdeon)	$79 per month per Named Provider. • Unlimited Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Professional Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA) and Unlimited Electronic Remittance Advice/ERA (835)	**___Accept**
	Statements* • $0.658 single page, $0.18 additional page(s), $0.04 per page of backside printing with variable data (Duplex)	**___Accept**
TriZetto	$79 per month per Named Provider • Unlimited Enhanced Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA, 999), Standard Alerts, Unlimited Electronic Remittance Advice/ERA (835), Claim Status Inquiry (CSI) and Authorizations (278)	**___Accept**
	$129 per month per Named Provider Integrated Services • Unlimited Enhanced Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Unlimited Clearinghouse Claim Status Reports (277CA, 999), Standard Alerts, Unlimited Electronic Remittance Advice/ERA (835), Claim Status Inquiry (CSI), Authorizations (278), Auto Appeals and Advanced Alerts Services from TriZetto paperResolve and Advanced Reimbursement Manger	**___Accept**
	Workers Comp Claims (Electronic Claims with PWK and manual attachments upload): • $0.85 per claim (includes all attachments)	**___Accept**
	Statements* • $0.69 single page, $0.16 additional page(s), $20.00 per month per practice minimum	**___Accept**
Waystar (formerly Navicure)	$79 per month per Provider • Unlimited Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Professional Claim Scrubbing (V11), Unlimited Clearinghouse Claim Status Reports (277CA) and Unlimited Electronic Remittance Advice/ERA (835) • Dental Claim processing for Waystar is available through eSolutions (now Waystar)	**___Accept**
	$129 per month per Named Provider Integrated Services • Unlimited Enhanced Insurance Eligibility/IE (270/271), Unlimited Paper & Electronic Claims (837), Real-time Claim Scrubbing, Real Time Clearinghouse Edits, Unlimited Clearinghouse Claim Status Reports (277CA, 999), Standard Alerts, Unlimited Electronic Remittance Advice/ERA (835), Claim Status Inquiry (CSI), Authorizations (278), Auto Appeals and Advanced Alerts Services from Waystar on their Portal • Claim Monitoring, Patient Estimation and Advanced Propensity to Pay Not available for Customers that require dental claims.	**___Accept**
	Statements*: • $0.69 single page, $0.21 additional page(s), $10.00 monthly minimum per provider	**___Accept**

Additional vendors are available for patient statement and workers comp claims. Please visit https://www.eclinicalworks.com/about-us/partners/back-office/. All fees associated with clearinghouse services shall be payable by Customer directly to clearinghouse.

Fax

Please select a fax option:

Analog Fax: • No additional charge from eClinicalWorks. • Customer must have an analog fax line. • Customer is responsible to procure peripherals devices such as fax servers as further described in hardware requirements.	**___Accept**
Cloud Fax: • $50 per month per line* *Minimum $50.00 per month per line covers up to 1000 pages per line. After that point every fax will be $.04 per page. If customer cancels any fax services with eClinicalWorks, Customer understands and agrees that the fax number will no longer be available for Customer. One line may be either incoming and outgoing, outgoing only or incoming only. If Customer requests eClinicalWorks to port their existing number, then additional fees will apply and the existing carrier must allow number porting to eClinicalWorks. All fees associated with Cloud Fax shall be payable by Customer directly to eClinicalWorks.	**___Accept** **If accepted please indicate quantities:** **_____**

healow Open Access

Please indicate whether enrolling with healow Open Access:

$49 per Provider per month. If Customer selects the Package 2 (EMR&PM Plus) which is listed as option 2 then the healow Open Access fee will be waived. Healow Open Access - Online Appointment booking • eClinicalWorks will provide HTML code to the practice to add a link for Healow Open Access to be added onto the Customer website. • Patients may book appointment online with the Customer's Providers that are using the eClinicalWorks EMR. • Customer will have the ability to respond to incoming healow Open Access appointment requests within the eClinicalWorks EMR. *Customer will be billed monthly for any Provider that has any appointment(s) requested or scheduled through healow Open Access in that month. If no appointments are requested or booked, then there is no charge for that Provider for that month. All fees associated with healow Open Access shall be payable by Customer directly to eClinicalWorks.	**___Accept**

EPCS Service

Please indicate whether enrolling with EPCS Service:

Package one: One-year subscription • $250 per Named Provider per year • One-year subscription to EPCS authentication service • One hardware OTP token • Identity proofing • Optional phone binding for activation of a spare or replacement token • Free shipping, and free replacement of a defective, lost, or stolen token	**___Accept**
Package two: • $275 per Named Provider per year • All items in the one-year subscription package plus one spare hardware OTP token included	**___Accept**

*Subscription will auto-renew on an annual basis unless Customer cancels the subscription on the Exostar portal prior to auto-renewal. All fees associated with EPCS services shall be payable by Customer directly to eClinicalWorks.

Non-Production Environments

Please indicate whether enrolling with a Non-Production Environment:

Non-Production Environment* • Onetime Fee: $1000 per environment for installation. Due upon installation if this option is selected. • Hosting Fee: $600 per month per environment	**___Accept**

*Non-Production Environments are limited to 1,000 test patients per environment. All fees associated with Non-Production Environments shall be payable by Customer directly to eClinicalWorks.

Interfaces

The below interfaces are available for Customer upon request. Please indicate which interface is needed:

Quest Interface** Cost: eClinicalWorks will invoice Quest Format: HL7 Interface: Laboratory orders outbound and laboratory results inbound	**____Accept**
LabCorp Interface** Cost: eClinicalWorks will invoice LabCorp Format: HL7 Interface: Laboratory orders outbound and laboratory results inbound	**____Accept**
Hospital Interoperability** Cost: Interoperability with one hospital included in Cloud Subscription EMR&PM Package and EMR&PM Plus package in this Agreement. Format: specifications listed on https://www.eclinicalworks.com/products-services/interoperability/clinical-integrations/ Interfaces include: • 1 Laboratory orders outbound and laboratory results inbound interface • 1 Radiology orders outbound and radiology results inbound interface • 1 Departmental Reports inbound interface	**____Accept** **If accepted list Hospital name** **_____**
Commonwell and/or Carequality** • CCDA bidirectional through Commonwell and/or Carequality for participating hospitals.	**____Accept**

**In order to complete the Interface, Interface Vendor must be willing to dedicate the time and resources necessary to fulfill its obligations with respect to the interface. Customer acknowledges and agrees that eClinicalWorks cannot complete the interface without the necessary assistance and support from Interface Vendor. In addition, third-party software may be required for the Interface to operate effectively. This Agreement does not create or impose any responsibility or liability on eClinicalWorks with respect to the functionality of any third-party vendor software or otherwise with respect to any obligations of Interface Vendor or any third-party vendor. Customer also understands that the timeframe for completion of the interface is contingent upon both the availability of eClinicalWorks and Interface Vendor and scope of the interface. If Interface Vendor is unable or unwilling to support the interface based on eClinicalWorks specifications, then the interface request cannot be fulfilled and eClinicalWorks shall have no responsibility to Customer with respect to the interface or its completion. If the scope of the interface changes for any reason or for no reason, a separate statement of work will need to be executed between eClinicalWorks and Customer and additional pricing shall apply. Interfaces may not be substituted. Additional fees will apply if Customer requests different interfaces. All fees associated with interfaces shall be payable by Customer directly to eClinicalWorks.

Code Correct

Please indicate whether enrolling with the options below:

Code Correct • Cost: $8 per month per FTE Provider	**___Accept**
Knowledge PRO • This options is only available if the Code Correct option above is accepted • Code Correct Knowledge PRO helps physicians maintain compliance and identify missed revenue opportunities by providing critical regulatory coding and reimbursement guidance. • $15 per month per users	**___Accept** **If accepted please indicate number of users____**

All fees associated with Code Correct and/or Knowledge PRO shall be payable by Customer directly to eClinicalWorks.

IN WITNESS WHEREOF, the respective authorized representative of eClinicalWorks, LLC and Customer have executed this Schedule, to be effective as of the last date signed below.

Customer	eClinicalWorks, LLC
_____	_____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Name – Print or Type)	(Name – Print or Type)
[Abstract]	**eClinicalWorks, LLC**
_____	_____
Date	Date

_____
e-mail

EXHIBIT Q

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii. Illinois, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	8/27/2020, amendment pending
Illinois	Pending
Indiana	9/9/2020, amendment pending
Maryland	Pending
Michigan	7/15/2020
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	9/15/2020, amendment pending
South Dakota	Pending
Virginia	12/17/2020, amendment pending
Washington	Pending
Wisconsin	9/10/2020, amendment 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.

EXHIBIT R

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Anodyne Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Anodyne Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone
Gregg Rondinelli	2 Music Circle South, Ste. 101, Nashville TN 37203	949-293-4866

Issuance Date: January 31, 2021

I received a disclosure document dated January 31, 2021, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Multi-Unit Development Agreement
D. Rider to Lease Agreement
E. Form of General Release
F. Financial Statements
G. Operating Manual Table of Contents
H. Current and Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Agreements
K. Amendment to Waive Administrative Services Agreement
L. Conversion Amendment
M. Administrative Services Agreement
N. SBA Addendum to Franchise Agreement
O. Form of Founders' Promissory Note
P. eClinicalWorks End User Agreement
Q. State Effective Dates
R. Receipts

Signature: _____
Print Name: _____
Date Received: _____

Keep This Copy For Your Records

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Anodyne Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Anodyne Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone
Gregg Rondinelli	2 Music Circle South, Ste. 101, Nashville TN 37203	949-293-4866

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O. Form of Founders' Promissory Note
P. eClinicalWorks End User Agreement
Q. State Effective Dates
R. Receipts

Signature: _____
Print Name: _____
Date Received: _____

Return This Copy To Us
Anodyne Franchising, LLC - 2 Music Circle South, Suite 101, Nashville TN 37203