FRANCHISE DISCLOSURE DOCUMENT

B12 LOVE Holdings, LLC
A Delaware limited liability company
37 Miller Avenue
Mill Valley, CA 94941
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Daniel@b12love.com
B12love.com

You will operate a business that provides health and wellness services to your community, including intravenous drip therapy, intramuscular shot therapy, longevity and weight loss therapy, retail supplements, LED light therapy, muscle tone electro-therapy, and other Naturopathic Medicine and Luxury Professional Services.

The total investment necessary to begin operation of a B12 LOVE franchise ranges from $209,200 to $474,000. This includes $91,000 to $114,500 that must be paid to the Franchisor and/or our Affiliates.

We may also grant existing System franchisees the right to own and operate a non-traditional Lounge from an agreed-upon dedicated space within a third-party "big box" gym/fitness/wellness facility that is located within an existing territory (the "Non-Traditional Site") that has already been awarded to that franchisee in connection with a traditional Lounge (described above) it has developed (each, a "Non-Traditional Lounge").

The total investment necessary to begin operation of a non-traditional B12 LOVE franchise business ranges from $24,700 and to $42,200. This includes a Franchise Fee of $5,000 that must be paid to the Franchisor.

The total investment necessary to begin operation of a B12 LOVE franchise multi-Lounge development business ranges from $717,600 to $1,494,900 for a required minimum of three (3) B12 LOVE Lounges to be developed. This includes a development fee of $120,000 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 the disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600

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

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

Issuance Date: July 24, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about Lounge 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 F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D 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 Lounges.
Will my business be the only B12 LOVE 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 B12 LOVE franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Delaware. Out-of-state mediation 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 Delaware than in your own state.

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

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

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.

B12 LOVE Holdings, LLC
Franchise Disclosure Document

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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the terms "Franchisor", or "we" or "us" means B12 LOVE Holdings, LLC, the Franchisor. The terms "we", "us" and "Franchisor" do not include you, the "Franchisee". We refer to the purchaser(s) of a B12 LOVE franchise, as "you" or "Franchisee", whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a limited liability company in the State of Delaware on February 18, 2022. Our principal business address is 37 Miller Avenue, Mill Valley, CA 94941. We do business under our company name, "B12 LOVE", and its associated design (the "Marks"). Shannon Gallegos has registered, or has filed for registration, our primary service marks on the Principal Register of the United States Patent and Trademark Office. We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the "B12 LOVE" Marks. We began offering franchises on July 24, 2025.

The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates

We have no parent or predecessor.

We have an affiliated company, DCES Medical Management Group, LLC ("DCES Medical") which is a Delaware limited liability company with a principal place of business at 37 Miller Avenue Mill Valley, CA 94941. DCES Medical Management Group, LLC was formed February 21, 2022. DCES Medical was formed to sell certain products and services to B12 LOVE company-owned Lounges and franchisees as an exclusive supplier, as further described in Item 8. DCES Medical may provide certain services to franchisees in addition to being designated as the exclusive supplier for certain medical and non-medical supplies used in the operation of the Lounges. DCES Medical Management Group, LLC has not offered franchises in this or in any other lines of business previously.

We or our affiliates may operate other B12 LOVE concepts, including additional B12 LOVE Lounges, in the future.

The Franchise Offered:

We grant franchises for the right to operate a business that provides health and wellness services to your community, including intravenous drip therapy, intramuscular shot therapy, longevity and weight loss therapy, retail supplements, LED light therapy, muscle tone electro-therapy, and other Naturopathic Medicine and Luxury Professional Services under the "B12 LOVE" Marks, using our distinctive operating procedures and standards in a limited protected territory and from a single location or multiple locations (the "Franchised Business").

Our Services are organized under three (3) Main Service Categories. The following is a general description of these Services and Categories:

- Core Services: This includes IV Drip Therapy and Intravenous Therapy. We offer and administer a broad array of IV drip formulations, as well as intramuscular shots with many

of the same ingredients of the IV drip options. The IV drip therapy provides needed hydration and nutrients faster and more effectively than ingesting them through a person's digestive system.

- Luxury Professional Services: In addition to laboratory services, this includes Wellness Consultations, Functional Medicine Consultations, Skin Care and Aesthetics, Platelet Replacement Plasma (PRP), LED Light Therapy and Weight Loss & Muscle Tone Electro Therapy, and other rejuvenation therapies.

- Retail Private Label and Merchandising

Customers may purchase Services individually, or available package deals, or through our multiple-tier membership program, which allows members to receive a specified number of Services each month depending upon the membership tier selected. We may authorize B12 LOVE Lounges to offer certain Services "off-site" via our "Private Event Services" program. Subject to compliance with applicable law (including any applicable Authorized Care Provider Regulations). "Authorized Care Provider Regulations" means certain federal, state, and local rules, regulations, attorney general opinions, medical board pronouncements and determinations related to the practice of medicine and other related requirements.

The distinguishing characteristics of the Franchised Business include our distinctive interior and exterior design, décor, color schemes, graphics, fixtures and furniture, proprietary products, operation methods, customer services standards, advertising and marketing specifications, and other standards, specifications, techniques and procedures that we designate for developing, operating and managing B12 LOVE Lounges, all of which we may change, improve and further develop (collectively, our "System").

We also offer qualified individuals the right to open a minimum of three (3) B12 LOVE Lounges in a designated area under the terms of a multi-Lounge development agreement. You must sign the then-current form of franchise agreement for each Franchised Business to be developed under the multi-Lounge development agreement, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document.

Market and Competition:

The market for your B12 LOVE Franchised Business generally consists of middle to upper-middle income individuals. Your customers will be looking for services that include preventative health and longevity, personalized functional medicine, and general wellness and peak performance. This target market includes individuals who desire to lead healthy, active lifestyles, as well as groups such as health clubs, local running clubs, triathlon clubs, and recreational sports leagues.

B12 LOVE Lounges compete with other businesses that offer wellness services, which includes businesses that offer Intramuscular therapies and IV drip services, including medical spas and medical offices. The market for wellness services is developing and is being recognized and considered vital, especially in a post-Covid world. Your ability to compete in this market will be largely dependent upon your management ability, your personal involvement with the B12 LOVE Lounge, your financial strength, general economic conditions, your geographic area and your specific location. There are other wellness services franchises, as well as independent businesses throughout the United States that may offer similar products and services to those offered by your Franchised Business.

Professional Corporation/Management Company Structure:

Regardless of the applicable state law, each B12 LOVE Lounge can be owned or managed and operated by one (or more) of a Naturopathic Doctor, Medical Doctor, Doctor of Osteopathic Medicine, Registered Nurse, Nurse Practitioner, Physician Assistant ("licensed medical professional" or "LMP") that will provide functional medicine services in the state in which the B12 LOVE Lounge is located. If you plan to employ a licensed medical professional, they must meet our approval and successfully complete all initial training. In those states that require a Professional Corporation ("PC") (or similar entity, such as a professional limited liability company structure) to own and/or operate a functional medicine Lounge, you as a potential franchisee or our Affiliate will, in those circumstances, supply management and general business services to the P.C. who will in turn, own and operate the B12 LOVE Lounge. We expect that these licensed medical professionals will form a "PC" and will operate the PC as permitted under local and state laws.

To operate a Location Lounge Franchise, you must enter into a Franchise Agreement with us (attached as Exhibit B of this Disclosure Document). If you are not a licensed medical professional, in addition to signing the Franchise Agreement with us, before you begin operating the Franchised Business, you must employ a full time licensed medical professional that we approve and has successfully completed our initial training. Depending on the law of your state you may need to enter into a management agreement with a PC for the B12 LOVE Lounge and its delivery of functional medicine services and related products to patients. You must obtain our written approval of the final management agreement prior to signing it with a PC. Prior to entering into any agreement with a PC, you must also submit information about the PC and its licensed medical professionals, and their credentials, for our approval. If required by your state, you must maintain a current, conforming and compliant management agreement with a valid and approved PC who is in regulatory good standing at all times during the operation of the Franchised Business.

The PC is responsible for employing and controlling Naturopathic Doctors and any other professionals and staff of the Lounge who provide actual functional medicine services to be delivered at the Lounge where you operate your Franchised Business. Non-PCs may NOT provide nor direct the administering of any actual naturopathic medicine services, nor supervise, direct, control or suggest to the PC or its licensed medical professionals the manner in which the PC provides or administers actual naturopathic medicine services to its patients. Due to various federal and state laws regarding the practice of naturopathic medicine, and the ownership and operation of naturopathic medicine Lounges and health care businesses that provide naturopathic medicine services, it is critical that any non-LMP Franchisees do not engage in practices that are, or may appear to be, the practice of naturopathic medicine. The PC is responsible for and must offer all naturopathic medicine services in accordance with all manner of law and regulation, a conforming management agreement and the System. It is your sole responsibility to operate in compliance with all applicable state and federal laws in relation to privacy and security of individually identifiable information.

You must also ensure that your relationship with the PC for which you manage the B12 LOVE Lounges complies with all laws and regulations. The PC who owns the B12 LOVE Lounge must comply with all laws and regulations and secure and maintain in force all required licenses, permits and certificates relating to the operation of a B12 LOVE Lounge. Franchisees may assist the PC in its effort to comply with such laws and regulations, but must do so under the direction of the PC. 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 Naturopathic Doctors and naturopathic medicine assistants in the state where the Clinic is located, and to hold required certifications by, or registrations in, any applicable professional association or registry. If a state or jurisdiction has such a law or regulation, these laws and regulations are likely to vary from state to state, and these may change from time to time.

Industry Specific Regulations:

You must comply with all local, state and federal laws and regulations that apply to the operation of your Franchised Business, including, among others, business operations, insurance, discrimination, employment, health, sanitation and workplace safety laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Franchised Business in addition to those listed here.

B12 LOVE Lounges offers certain Services that may be subject to federal and state laws and regulations as well as local permitting and zoning requirements at a county and/or municipal level. Such laws and regulations include (i) state corporate practice of medicine ("**CPOM**") regulations, (ii) laws pertaining to the practice of medicine and/or nursing, (iii) privacy and safety laws such as Health Insurance Portability and Accountability Act ("**HIPAA**") and Occupational Safety and Health Administration ("**OSHA**"), (iv) telemedicine laws and regulations, (v) state individual and facility licensing requirement, (vi) patient inducement laws, (vii) laws and regulations pertaining to medical devices and related healthcare equipment and (vii) laws and regulations pertaining to health and fitness stores, including requirements applicable to membership programs. In the future, should B12 LOVE Lounges authorize your B12 LOVE Lounge to participate in federal or state healthcare programs or contract with commercial payors, additional laws, such as federal and state anti-kickback laws and/or physician self-referral laws may also apply. Compliance with such laws is not optional and violation of such laws may result in civil and/or criminal fines and penalties. For example, the CPOM laws in your state may restrict a non-licensed individual or company from employing a licensed medical professional and may otherwise directly impact how you structure, manage and operate your B12 LOVE Lounge franchised location inclusive of how certain revenue may be distributed. Noncompliance with your state's CPOM laws may lead to unauthorized practice of medicine violations by you and/or your B12 LOVE Lounge.

We may authorize B12 LOVE Lounges to offer certain Services "off-site" via our "Private Event Services" program. Subject to compliance with applicable law (including any applicable Authorized Care Provider Regulations). "**Authorized Care Provider Regulations**" means certain federal, state, and local rules, regulations, attorney general opinions, medical board pronouncements and determinations related to the practice of medicine and other related requirements.

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

You are advised to consult counsel about any potential impact of these laws, regulations, and/or other requirements that may be imposed on you, your Lounge, and the individuals hired by your Lounge.

In addition to laws and regulations that apply to business generally, you must operate in full compliance with all health care regulations under federal, state and local laws that apply to the management and operation of a Franchised Business. You must secure and maintain in force all required health care licenses, permits and certificates relating to the operation of your Franchised Business. If we grant you a license to

operate a Franchised Business, we will not engage in the practice of any profession that requires specialized training or certification, and you, as Franchisee, or where applicable, the licensed medical professional owner(s) of the Franchised Business, must not engage in the practice of any licensed profession unless you are licensed to do so. The Franchise Agreement will not interfere with, affect, or limit the independent exercise of medical judgment by any health care professional or that person's supervised staff.

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 one hand, and physicians and clinicians, on the other, including Anti-Kickback laws (including the Federal Medicare Anti-Kickback Statute and similar state laws); restrictions or prohibition on Fee Splitting; physician self-referral restrictions (including the federal "Stark Law" and similar state laws); restrictions on marking-up clinical laboratory services; 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; advertising of medical services; and applicable state laws prohibiting the corporate practice of Medicine. While not all of these laws and regulations will be applicable to all Franchised Businesses, depending on location, services provided and which types of government or private insurance or may be accepted at a Franchised Business, it is important to be aware of the regulatory framework. It is your responsibility to seek independent legal counsel to advise you relative to the specific laws pertaining to your Franchised Business and/or the management services agreements you execute with the licensed medical professional owner(s) of a Franchised Business.

You may not provide any actual care or medical services, nor will you supervise, direct, control or suggest to the licensed medical professionals the manner in which they provide or may provide medical care, services or products, unless you are licensed to do so.

You must also ensure that your relationship with any licensed medical professionals for which you provide management services comply with all laws and regulations, and secures and maintains in force all required licenses, permits, and certificates relating to the provision of those services. Each state has medical, nursing, nurse practitioner, physician assistant, cosmetology, aesthetician, radiology, x-ray technician and other boards that determine rules and regulations regarding their respective members and the scope of services that may be legally offered by their members. The laws and regulations generally include requirements for the medical providers to hold required state licenses and registrations to work, and to hold required certification by, or registrations in, any applicable professional association or registry. These laws and regulations are likely to vary from state to state, jurisdiction to jurisdiction, and these may change from time to time.

It is your responsibility to research all applicable laws, and we strongly advise you to consult with an attorney and contact local, state, and federal agencies before signing a Franchise Agreement with us, or a management agreement or similar arrangement with a healthcare professional, to determine your legal obligations and to evaluate the possible effects on your costs and operations.

Set forth below are examples of potential health care regulatory issues that you should research to determine their application to the operation of your Franchised Business. It is ultimately your responsibility to investigate all general and special laws in the jurisdiction of your franchise, and we strongly advise you to consult with an attorney and contact federal, state and local agencies before signing the Franchise Agreement with us in order to determine your legal obligations and evaluate the possible effects on your costs and operations.

Corporate Practice of Medicine

Some states regulate activities constituting the corporate practice of medicine ("CPOM"). For example, a number of states: (1) require a health care provider to provide health care services through a wholly-owned professional entity; and/or (2) prohibit business corporations that are owned by non-health care professionals from providing these services. If you operate in a jurisdiction that regulates the corporate practice of medicine, you may be prohibited from employing a licensed medical professional directly or from providing regulated services directly to the public unless you are licensed to do so. Instead, you may need to enter into a management services or comparable agreement with the health care professional (or the professional's business entity) to arrange for the provision of these services. In such cases, the terms of such an agreement must be drafted in compliance with applicable CPOM laws. If you are located in such a state, you are responsible to seek independent legal counsel to advise you of the relevant statutory requirements and to prepare an agreement that complies with your state's laws. A copy of any such agreement to include a legal opinion affirming such compliance must be submitted to us for our review.

In addition, you should be aware that in jurisdictions that regulate the corporate practice of medicine, accounting rules will determine how you may recognize revenues as part of your gross collected revenues. For example, since some jurisdictions prohibit a business corporation that is owned by a non-LMP from employing a licensed medical professional, in those jurisdictions, you must seek competent legal counsel to determine if it is appropriate to structure an arrangement with the health care professional (or the professional's business entity) under which you would be entitled to reasonable fees in exchange for providing professional support and management services to the Franchised Business. These services might include providing facility or office space to perform services or administrative support services in the form of patient scheduling, accounting and billing, or ordering of supplies. We include in gross collected revenues all of the fees paid to you by the health care professional (or the professional's business entity).

Fraud and Abuse

Numerous federal and state "Anti-Kickback" regulations prohibit the receipt of compensation or Fee-Splitting in exchange for referring patients to licensed medical professionals. In addition, the federal "Stark Law" and similar state laws may prohibit you from filing a claim with Medicare or any other governmental or third-party payers if you or your business has a financial relationship with a physician (or an immediate family member of a physician) and that physician referred a patient to you or your business for services. Accordingly, you will need to seek independent legal counsel to ensure that your compensation arrangements with health care professionals are appropriately structured so as to either comply with applicable laws or in such a way as to meet the statutory safe harbors or exceptions under these federal and state fraud and abuse laws. Compensation arrangements should be based on the fair market value of the bona fide services that are provided and not based on the volume or value of referrals between you and the health care professional. Violations of federal or state fraud and abuse laws can result in serious criminal and civil penalties.

Professional Licensing

A health care professional's operation of a practice is subject to comprehensive professional licensing and registration requirements. In addition, many states have boards that determine rules and regulations regarding their respective members and the scope of services that may legally be offered by their members. These requirements often apply to both the individual health care professional service provider and the professional's business entity. As a condition to licensing requirements, the health care professional (or the professional's business entity) may need to obtain and maintain a minimum amount of professional liability insurance. The Franchise Agreement prohibits you from employing any person in a position that requires a

license or permit unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files.

Privacy and Security of Patient Records

Various federal and state laws regulate the privacy and security of patient health care information. For example, under the federal Health Insurance Portability and Accountability Act ("HIPAA"), as amended by the federal Health Information Technology for Economic and Clinical Health ("HITECH") Act, healthcare providers have certain legal obligations to keep patient health care information confidential, and are also required to disclose that information to patients and third parties when requests are properly submitted. Covered entities, as this term is defined in the relevant privacy and security regulations implementing HIPAA and HITECH also have an obligation to recognize certain rights of patients regarding access to and content of their health records. In addition, you must ensure the privacy and security of patient health care information you share with any "business associate" as defined under the HITECH Act, such as service providers, attorneys, or third-party billing companies. Since we and our affiliate as considered a "business associate" you are required to enter into a HIPAA Business Associate Agreement with us and our affiliate, which is included in this Disclosure Document in Exhibit B as Attachment 10 to the Franchise Agreement. Note that many states also have laws regulating the privacy, security and maintenance of patient health care information and these laws may impose even greater restrictions and obligations on your business regarding the privacy, security and maintenance of patient healthcare information and records.

Trade Names and Advertising

Some states may limit the trade names that a wellness Lounge may use or require that health care service providers use certain acronyms with their professional or trade names. Advertising that promotes your Franchised Business and the availability of health care services must comply with applicable laws regulating how you must identify the service providers.

Building, Health and Workplace Laws

Each Franchised Business must comply with all applicable federal, state, county and municipal building codes and handicap access codes as well as laws restricting smoking in public places, the public posting of notices regarding health hazards, fire safety and general emergency preparedness, rules regarding the proper use, storage and disposal of hazardous waste and materials, and other building, fire and health standards. In addition, you must operate your business in full compliance with all applicable workplace laws, ordinances and regulations, including governmental regulations relating to occupational hazards, health, the Equal Employment Opportunity Commission (EEOC), the Occupational Safety & Health Administration (OSHA), discrimination, employment, sexual harassment, worker's compensation and unemployment insurance and withholding and payment of federal, state and local income taxes, social security taxes and sales and use taxes. You should consider these laws and regulations when evaluating your purchase of the franchise.

We do not engage in the practice of medicine or any other profession that requires specialized training or certification. We engage in the offer, sale and support of franchises. Nothing in our Agreements, Manuals or System is intended to interfere, affect, or limit the independent exercise of professional judgment by any health care professional or that person's supervised staff. You, as the franchisee, must not engage in the corporate practice of medicine unless you are licensed to do so or have an agreement in place with a licensed medical professional, subject to our approval.

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your business and the cost of compliance. You must secure and maintain in force all required health care licenses, permits and certificates relating to the operation of your Franchised Business and the other licenses that apply to any licensed medical professionals or other employees.

ITEM 2: BUSINESS EXPERIENCE

Dr Shannon Gallegos: Chief Executive Officer and Naturopathic Doctor

CEO	B12 LOVE Holdings, LLC	February 2022- Present	Mill Valley, CA
CEO	Gallegos Naturopathic Group Inc.	May 2013 - August 2021	Mill Valley, CA
CEO	Gallegos Naturopathic PC	August 2021 - Present	Mill Valley, CA
CEO	DCES Medical Management Group, LLC	February 2022- Present	Mill Valley, CA

Armando Gallegos: Chief Operating Officer

COO	B12 LOVE Holdings, LLC	February 2022- Present	Mill Valley, CA
COO	Gallegos Naturopathic Group Inc.	May 2013 - August 2021	Mill Valley, CA
COO	Gallegos Naturopathic PC	August 2021- Present	Mill Valley, CA
COO	DCES Medical Management Group, LLC	February 2022- Present	Mill Valley, CA

Daniel Levesque: General Counsel and Franchise Director

General Counsel	Gallegos Naturopathic Group PC	February 2022 - Present	Mill Valley, CA
General Counsel	Gallegos Naturopathic Group Inc.	May 2020 - August 2021	Mill Valley, CA
Attorney Private Practice	Lawquity PC	August 2016 - Present	Pasadena, CA

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

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

ITEM 5: INITIAL FEES

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement. The Initial Franchise Fee is Forty-Eight Thousand Dollars ($48,000.00). The payment is due when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstances.

You will be required to purchase your opening inventory, prior to opening, from our affiliate, DCES Medical or approved suppliers. The opening inventory necessary to begin operations is between Twenty-Two Thousand Dollars ($22,000) and Thirty-Three Thousand Dollars ($33,000) depending on your Lounge size and the latest medical and laboratory supplement prices.

Except as described in this Item 5, the initial fees are uniformly imposed and not refundable in whole or in part.

Multi-Lounge Development Agreement.

If we grant you Multi-Lounge development rights for the development of three or more B12 LOVE Lounges under a Multi-Lounge Development Agreement, you must pay a standard initial development fee (the "Development Fee") upon entering into the Multi-Lounge Development Agreement that is calculated as a function of the sum of the discounted initial franchise fee for the B12 LOVE Lounges to be developed as follows:

We grant you the right to develop three (3) or more B12 LOVE Lounges, the initial franchise fee will be Forty-Eight Thousand Dollars ($48,000) each for the first two (2) Lounges and 50% of the initial franchise fee for each additional Lounge.

The number of B12 LOVE Lounges to be opened under a particular Multi-Lounge Development Agreement is determined by mutual agreement and will vary depending upon a variety of factors, including but not limited to: (a) existing population and anticipated population growth within the Development Area; (b) competition within the Development Area; (c) the availability of acceptable locations; (d) the number of B12 LOVE Lounges we and our advisors estimate may reasonably be supported within the Development Area.

When you sign the Franchise Agreement for each B12 LOVE Lounge to be developed under a Multi-Lounge Development Agreement, we will apply all or a portion of the Development Fee, as applicable, paid under the Multi-Lounge Development Agreement against the initial franchise fee payable under each Franchise Agreement as described above and you will pay the balance of the initial franchise fee, if any.

For each Lounge to be opened during a development period set forth in the Multi-Lounge Development Agreement, the Franchise Agreement is to be signed, and the initial franchise fee to be paid, at the beginning of that period.

ITEM 6: OTHER FEES

Franchise Agreement

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	7% of Gross Sales	Monthly, 5 days after each Reporting Period	See footnote 1.
Brand Fund Contribution[2]	The monthly Brand Fund Contribution is the greater of $1,000 or 2% Gross Revenue per month.	Monthly on the 5th day of the Calendar month.	Payable directly to the Marketing Fund. See footnote 3.
Technology Fee	Standard fee, currently $1,650 for initial set up fee, additional $1000 per month.	Monthly on the 5th day of the Calendar month.	We provide you with access to your approved POS system and customer relations management software.
Late Charge	$500	As incurred	If you fail to pay us the Royalty Fee, Marketing Fund Contribution or if you fail to submit your Gross Revenue report when due, we may charge you this amount for each late submission in addition to interest charges explained below.
Interest Charge	10% per annum from due date, or maximum allowed by law	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.

Type of Fee	Amount	Due Date	Remarks
Non-Sufficient Funds Fee	$50	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, for each occurrence we may charge you a Non-Sufficient Funds Fee.
Successor Agreement Fee	50% of our then-current initial fee franchise fee.	Before signing renewal agreement	Payable to us. See Item 17.
Transfer Fee	$20,000	As incurred	Payable to us. See Item 17
Additional Training	A reasonable fee for all System training programs. You pay all travel and other related expenses incurred by you and your personnel to attend training.	As incurred.	See footnote 4
Remedial Training Fee	The current fee is One Thousand Five Hundred Dollars ($1,700) per trainer, per day of on-site training	As incurred.	We may impose this fee, payable to us, if you request additional training at your premises from time-to-time, or if you are operating below our standards and we require you to have additional training. You must also pay all costs of our trainer, which include but are not limited to, airfare, transportation, hotel and meals.
Examination of Books and Records	Cost of examination plus related expenses.	As incurred.	We have the right under the Franchise Agreement to examine your books, records and tax returns. If an examination reveals that you have understated any Gross Revenue report by two percent (2%) or more, you must pay to us the cost of the audit and all travel and related expenses, in addition to repaying monies owed and interest on the monies owed.

Type of Fee	Amount	Due Date	Remarks
Inspection and Testing for Unapproved Suppliers, Products or Equipment	Cost of inspection, if applicable, and cost of testing	As incurred.	Before approving a new supplier, product or equipment, we may require you to pay the cost of testing the supplier's products and/or equipment and inspecting its facilities.
Evaluation Fee For Alternative Supplies and Services Requested	Actual cost of inspection and/or testing	As incurred.	Payable to us.
Indemnification	Amount of loss or damages plus costs	As incurred.	See footnote 7.
Reimbursement of Cost and Expenses for Non-compliance	Actual costs and expenses	As incurred.	See footnote 8.
Reimbursement of legal fees and expenses	Our costs and expenses, including but not limited to attorneys' fees, incurred for your failure to pay amounts when due or failure to comply in any way with the Franchise Agreement.	As Incurred.	Payable to us.
Confidential Operation Manual Replacement Fee	$500	As incurred.	Paid to us.
Insurance Reimbursement	Amount paid by us for your insurance obligations, plus a 10% administrative fee and our legal fees, if any.	As incurred	You must reimburse us for any insurance costs and other fees we incur due to your failure to meet the insurance obligations required by the Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks
Taxes	Amount of taxes	When incurred.	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your Franchised Business or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

[1] "Gross Revenue" means the total revenues for all Authorized Services (as defined in Item 16) and all other revenue of every other kind and nature related to the Lounge including, without limitation, all administrative services fees and revenues earned under or pursuant to any administrative services agreements or arrangements in place with any Authorized Care Provider, whether for cash, cash equivalents, or credit, and regardless of collection in the case of credit. Proceeds from the sale of coupons, gift cards, gift certificates or vouchers will not be included in Gross Sales when the coupons, gift cards, gift certificates or vouchers are sold; rather, the retail prices of services purchased with coupons, gift cards, gift certificates or vouchers will be included in Gross Sales during the Reporting Period in which the coupon, gift card, gift certificate or voucher is redeemed. Gross Sales also includes the proceeds of any business interruption insurance applicable to the Lounge. Gross Sales will expressly exclude the following: tips and gratuities, sums collected and actually paid by Franchisee for any sales or other excise tax imposed by any duly constituted government authority. In the case of Franchisor-established promotional discounts implemented by Franchisee at the Lounge, the amount actually paid by the guest after the discount, rather than the original amount, will be considered for purposes of calculating Gross Sales. "Reporting Period" means each semi-monthly period ending on the 15th day of and the last day of each calendar month.

[2] Your Lounge must accept and participate in all of the mandatory services related to the development or operation of your B12 LOVE Lounge that we provide, and may elect to accept and participate

[3] You must pay directly to our Brand Fund a Brand Fund Contribution of the greater of $1,000 or 2% Gross Revenue per month. Payments are due at the same time and in the same manner as the Royalty Fee.

[4] We may offer mandatory and/or optional additional training programs from time to time. If we require it, you must participate in additional training for up to five (5) days per year, at a location we designate. We may also require you to attend a national business meeting or annual convention for up to three (3) days per year, at a location we designate. We reserve the right to impose a reasonable fee for all additional training programs, including the national business meeting or annual convention. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages.

[5] In the event of your death or disability, your default of the Franchise Agreement, or if you can otherwise no longer personally supervise the Franchised Business, or other reasons, in our sole discretion, we may provide interim on-site management of your Franchised Business.

[6] We may establish quality assurance programs conducted by third-party providers, such as, by way of example only, mystery shop programs and periodic quality audits, to monitor the operations of your Franchised Business. If we require it, you must subscribe and pay the fees for any such program.

[7] You must indemnify and hold us, our affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

[8] If you fail to do so, in our sole discretion, we may correct any deficiency in the Franchised Business and/or your operation of the Franchised Business or take steps to modify, alter or de-identify the Franchised Location upon the termination or expiration of the Franchise Agreement. You will reimburse us for our costs and expenses incurred to correct any deficiency or to modify, alter or de-identify the Franchised Business location.

Multi-Level Development Agreement

Type of fee	Amount	Due Date	Remarks (See Note 1)
Transfer fee	Then-current transfer fee, currently $20,000.	Upon transferring the Multi-Lounge Development Agreement	
Attorneys' fees and other costs	Will vary under circumstances	As incurred	Payable if we prevail in any legal dispute with you or in connection with an indemnification.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we incur any expense, including attorneys' fees and other costs, or are held liable for claims arising out of your breach of the Multi-Lounge Development Agreement or the development and operation of your B12 LOVE Lounges.

Note 1: All fees are non-refundable and uniformly imposed by and payable to B12 LOVE Holdings or its affiliates.

ITEM 7: **ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT: B12 LOVE LOUNGE

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$48,000	Lump sum payment.	Upon signing the Franchise Agreement.	Us
Your Training Expenses[2]	$2,500 - $4,500	As required for transportation, lodging & meals. Cost approximately for 2-3 people.	As required by suppliers of online courses, transportation, lodging & meals.	Us and third parties
Premises lease deposits[3]	$5,500 - $13,200	As required by landlord	As required by landlord	Landlord
Utilities Deposits[4]	$1,200 - $3,200	As required by utility providers	As required by utility providers	Utility providers
Architect & Permitting Fees[5]	$0 - $10,800	As required	As incurred	Third parties
Leasehold Improvements[6]	$40,000 - $120,000	As required by supplier	As incurred	Third parties
Frontage Sign	$5,000 - $15,000	Lump Sum	As Incurred	Third Parties
Furniture & Fixtures	$15,000 - $25,000	As required by suppliers	Before opening	Us and our affiliates
Equipment[7]	$15,000 - $85,000	As required by suppliers	As incurred	Third parties
Three (3) Month's Rent	$16,000 - $38,000	As required by landlord	As landlord requires	Third parties
Travel Costs for Training (Approx. 2-3 people)	$2,500 - $4,500	As required	As incurred	Third parties
Materials and General Supplies[8]	$7,000 - $8,000	As required	Before opening	Us and our Affiliates
Professional Fees[9]	$4,500 - $6,500	As required by providers	As incurred	Attorney, accountant, other professional service providers
Grand Opening Advertising	$5,000 - $10,000	As required	As required	Third parties
Insurance[10]	$3,000 - $3,800	As required by insurer	As required by insurer	Insurer
POS System	$2,500 - $6,000	As required	Before opening	Us and our affiliates

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Operating Assets, including medical supplies[11]	$15,000 - $25,000	As required	As provider	Us and our affiliates
Pre-Opening Payroll Costs	$5,500 - $10,500	As required	Before opening	Franchisee employees
Medical Director	$1,000 - $2,000	As required	Before opening	Us or Franchisee Employee
Additional Funds[12]	$15,000 - $35,000	As required	As incurred	Third parties
TOTAL[13]	$209,200 - $474,000			

[1] **Initial Fee**. Please see Item 5 for the Initial Franchise Fee.

[2] **Initial Training Costs**. The cost of the Initial Training Program for up to two (2) individuals is included in the Initial Franchise Fee. Travel, living, and wage costs are not included in the Initial Franchise Fee. The Initial Training Program will last for one (1) to three (3) months, depending on your experience level. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses in Novato, CA.

[3] **Lease Deposits**. This estimate represents deposit plus three (3) months of rent for a 1500-2000 square foot square foot location at a minimum rent, common area maintenance (CAM) fees, landlord contributions, and the requirements of individual landlords. Real estate costs vary widely from place to place. We assume the landlord will require the first month's rent and a security deposit equal to one month's rent. The amounts paid are typically not refundable, except for a security deposit, which may be refunded. This estimate is based on the experience of our affiliate-owned B12 LOVE Lounge in the San Francisco Bay Area, CA. Rental rates may be more or less than this range depending on the location of your Franchised Business. You may also incur real estate broker fees and/or additional prepayments (e.g., first and/or last month's rent), depending on the terms of your lease. Pre-paid rent is generally non-refundable while security or other deposits may be refundable either in full or in part depending upon your lease or rental contract.

[4] **Utility Deposits**. providers set the amounts of the utility deposits. A credit check may be required by the issuing utility company prior to the initiation of services, or a higher deposit required for first time customers. These costs will vary depending on the type of services required for the facility and the municipality or utility provider from which they are being contracted. We have based our estimate on the experiences of our affiliate. The figures in the chart include deposits that may be refundable to you at a later time. In most cases, your lease will require you to pay electric, gas, water, and other utilities directly; however, some landlords cover some utility charges through operating fees.

[5] **Architect & Permit Fees**. Your permitting costs may be greater or less depending on the jurisdiction in which you operate your Lounge

[6] **Leasehold Improvements**. These figures cover the costs related to demolition construction, remodeling, repair, insulation, doors and hardware, partition walls, ceilings, flooring, painting, decoration acquisitions and installation of fixtures, leasehold improvements and other fixed assets, cabinets, plumbing, HVAC, electrical, fire and security systems, decorating, and similar costs. We estimate that the tenant upfit allowance will range from $0 to $50,000. The tenant upfit allowance will vary depending on the number of factors, including supply and demand for the locations within the shopping centers. You

may either own or lease the premises for your Lounge, but we expect most franchisees to lease. B12 LOVE Lounges are generally located in high traffic retail shopping centers, preferably in the vicinity of a national grocery store or health clubs, and range in size from 1,500 to 2,000 square feet. The cost of the required leasehold improvements will depend on the size of the premises, location, material costs, labor costs, amount the landlord is willing to assume, and other economic factors. In a build-to-suit lease, the landlord may include some or all of the improvements, fixtures, equipment, and signs which may be factored into your lease payments, which "tenant upfit allowance" is netted out in the amount for leasehold improvements in the Table. If you decide to purchase the land and build your Lounge, we are unable to estimate its cost. The cost of acquiring real estate, developing the site, and constructing the building for the Lounge will likely vary significantly depending on the geographic location, the specific site, size of the building, and other economic factors.

[7] **Equipment**. This estimate is for the costs for equipment related to the Luxury Services line. Your Franchise Agreement will provide which Luxury Services will be implemented at your Franchised Business location. We have based our estimates on the historical experience of our affiliate. The furniture, fixtures and equipment required for your Franchised Business include built-in cabinetry, fixtures, desks, chairs, lobby chairs, and end tables, lamps, wall hangings, décor, medical equipment such as exam tables, a surgical light, autoclave, medical instruments, centrifuge, micro needling pen, refrigerator, and photography equipment, and any other equipment that we require, or you determine in the operation of your B12 LOVE Lounge.

[8] **Materials and General Supplies**. This estimate is for the costs for all non-medical supplies (ie. syringes, medical gloves, staff uniforms and supplies, break room and bathroom stocking supplies, etc) to operate a Lounge.

[9] **Professional Fees**. You may incur professional fees depending on the scope of work performed, which may include, legal and accounting fees to review franchise documents and costs of forming a separate legal entity and/or obtaining zoning approval. This list is not exhaustive. This amount will vary greatly depending on your specific needs and location. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your franchise.

[10] **Insurance**. Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. This includes comprehensive general liability insurance umbrella insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of your Business; worker's compensation insurance and employer's liability insurance as required by law; property and casualty insurance in the amount required to cover the full replacement value of your leasehold improvements, equipment, furniture, fixtures and inventory; business interruption insurance for a minimum of twelve (12) months, in an amount necessary to cover payments to us of Royalties and Marketing Fund Contributions during the period of business interruption. Prior to the operation of any vehicle on behalf of the Franchised Business, you must obtain automobile liability and property damage insurance containing minimum liability protection in an amount which at least meets state laws of the state in which the Franchised Business is located. You must also maintain professional liability insurance coverage liability due to errors or omissions in the performance of professional services at your Franchised Business, as required by state law of the state in which the Franchised Business is located. All insurance policies must name us and our members, officers, directors and employees as additional named Certificate Holders and otherwise comply with the provision of the Agreement. Each policy must be written by a responsible carrier or carriers acceptable to us and must name us and our respective officers, directors, partners, agents and employees as additional insured parties.

Insurance costs and requirements may vary widely in different localities. The estimate is for a yearly premium of required minimum coverage. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement. The estimate above represents the yearly expense for general property, liability insurance, and $1,200-$1,400/year (for average 1500 sq foot store, 3 medical professionals) for professional medical malpractice insurance.

[11] **Operating Assets, Including Medical Supplies**. You must buy or lease all Operating Assets and other products and services for the Lounge according to our Standards and, if we require, only from suppliers we designate or approve (which may include or be limited to us, our affiliates, and/or other restricted sources). You must maintain a sufficient supply of required supplies and products to meet the inventory standards we prescribe in the Standards (or to meet reasonably anticipated customer demand for the Services, if we have not prescribed specific standards).

[12] **Additional Funds**. This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) months after commencing operations. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate. This estimate includes such items as rent, utilities, internet service, initial payroll and payroll taxes, Royalties (as described in this disclosure document), local advertising, repairs and maintenance, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, and other miscellaneous items. These estimates do not include any compensation to you, nor do they include debt service. These items are by no means all-inclusive of the extent of possible expenses.

[13] **Total**. The amounts provided in this table include costs you will incur to start your business under the Franchise Agreement. Except as otherwise noted, none of these payments are refundable. These payments are only estimates, and your costs may be higher, depending on your particular circumstances. B12 LOVE Holdings relied on its experience regarding openings company- owned Lounges to compile these estimates. Your costs will depend on factors such as how closely you follow our recommended methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market; the prevailing wage rate; competition; and the sales level reached during the initial period. You should review these figures carefully with a business advisor, accountant or attorney before making any decision to purchase a franchise. We do not offer any financing for your initial investment or any other items. The availability and terms of financing with third-party lenders will depend on factors such as the availability of financing generally, your creditworthiness and policies of lending institutions concerning the type of business to be operated. If you purchase an existing company-owned B12 LOVE Lounge, you may have to make a greater or smaller investment, depending on the circumstances, than the estimated initial investment shown above. The price and terms of payment for such B12 LOVE Lounge will be established by mutual agreement.

We relied upon the experience of our affiliate-owned B12 LOVE Lounges to compile these estimates. You should review these figures carefully with a business advisor before making any decision to invest in the franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Franchised Business. We estimate that a franchisee can expect to put additional cash into the business during at least the first three to six months, and sometimes longer.

We do not offer financing for any part of the initial investment.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

YOUR ESTIMATED INITIAL INVESTMENT: NON-TRADITIONAL LOUNGE

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee[1]	$6,000	Lump sum payment.	Upon signing the Franchise Agreement.	Us
Your Training Expenses[2]	$2,000	Online Training Cost for approximately 2 people.	Us	Us and third parties
Premises lease deposits[3]	$500 - $1,000	As required by the existing business	As required by the existing business	Landlord
Utilities Deposits[4]	N/A	As required by utility providers	As required by utility providers	Utility providers
Architect & Permitting Fees[5]	N/A	As required	As incurred	Third parties
Leasehold Improvements[6]	N/A	As required by supplier	As incurred	Third parties
Frontage Sign	N/A	Lump Sum	As Incurred	Third parties
Furniture & Fixtures	$1,000 - $2,000	As required by suppliers	Before opening	Us and our affiliates
Equipment[7]	$ 900 - $1,600	As required by suppliers	As incurred	Third parties
Three (3) Month's Rent	$1,000 - $3,000	As required by landlord	As landlord requires	Lessor
Travel Costs for Training (Approx. 2-3 people)	N/A	As required	As incurred	Third parties
Materials and General Supplies[8]	$1,300 - $1,600	As required	Before opening	Suppliers
Professional Fees[9]	N/A	As required by providers	As incurred	Attorney, accountant, other professional service providers
Grand Opening Advertising	$500 - $1,000	As required	As required	Us and our suppliers
Insurance[10]	$500 -$ 2,000	As required by insurer	As required by insurer	Insurer
POS System	$1,000 - $2,000	As required	Before opening	Us and our affiliates
Operating Assets, including medical supplies[11]	$3,000 - $5,000	As required	As provider	Us and our affiliates

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Pre-Opening Payroll Costs	$2,000 - $5,000	As required	Before opening	Franchisee employees
Additional Funds[12]	$5,000 - $10,000	As required	As incurred	Third parties
TOTAL[13]	$24,700 - $42,200			

YOUR ESTIMATED INITIAL INVESTMENT – MULTI-LOUNGE DEVELOPER

YOUR ESTIMATED INITIAL INVESTMENT MULTI-LOUNGE DEVELOPMENT AGREEMENT FOR THREE LOUNGES				
Column 1 Type of Expenditure	**Column 2 Amount**	**Column 3 Method of Payment**	**Column 4 When Due**	**Column 5 To Whom Payment is to be Made**
Development Fee (for three Lounges) [1]	$120,000	Lump Sum	When Multi-Lounge Developer Agreement is Signed	Us
Other Expenditures for three Lounges [2]	$597,600 - $1,374,900	As Disclosed in First Table	As Disclosed in First Table	As Disclosed in First Table
Total	**$717,600 - $1,494,900**			

Notes:

Note 1. ***Development Fee***. The Development Fee is discussed in detail in Item 5. Our estimate assumes you will develop the minimum of three (3) Lounges.

Note 2. ***Other Expenditures for three (3) Lounges***. A Multi-Lounge Developer is expected to incur these same costs for each Lounge it develops, subject to inflation and other increases over time. As a Multi-Lounge Developer, your professional fees (such as legal and financial) will probably be higher. This is our estimated cost range, and there may be an opportunity here for savings related to bulk buys of equipment, supplies and other expenditures.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Lounge in strict compliance with the Standards we prescribe for development and operation of a B12 LOVE Lounge as outlined in the operations manual. The Standards may regulate, among other things, types, models, and brands of required furniture, fixtures, signs, and equipment (including components of and required software licenses for the Technology System (defined below) for the Lounge (collectively, "Operating Assets"); required, authorized, and unauthorized Services and products for the Lounge; and designated and approved suppliers of items and services. You must buy or lease all Operating Assets and other products and services for the Lounge only according to our Standards and, if we require, only from suppliers we designate or approve (which may include or be limited to us, our affiliates, and/or

other restricted sources). You must maintain a sufficient supply of required supplies and products to meet the inventory standards we prescribe in the Standards (or to meet reasonably anticipated customer demand for the Services, if we have not prescribed specific standards).

Product and Supplier Approvals

If we designate an exclusive supplier for Operating Assets (which may be us or our affiliates, including DCES Medical), you have no right to use an alternate supplier. If we designate an approved supplier for Operating Assets, you have the right to use alternate suppliers, subject to our approval, as described below.

We approve suppliers after careful review of the quality of the products they provide to us and you. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meet our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will notify you whether we approve or disapprove of the proposed item or supplier, if you have no received approval within 30 days after we receive all required information to evaluate the product or service, the request shall be deemed denied or disapproved. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we reserve the right to charge you a fee equal to our actual costs of inspection and testing.

We reserve the right to re-inspect the facilities and products of any approved supplier, to reevaluate the services provided by any service provider at and to revoke approval of the item, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you must cease purchasing or leasing the formerly approved item or service or any items or services from the formerly approved supplier or service provider and you must dispose of your remaining inventory of the formerly approved items and services as we direct.

We may limit the number of approved suppliers with whom you may deal, designate sources that you must use and/or refuse any request for alternative suppliers for any reason, including that we have already designated an exclusive source (which may be us or our affiliates) for any particular item or service.

We do not make any express or implied warranties with respect to any products or services we recommend for your use. Our Standards, which are set forth in the Manuals or otherwise in writing, may impose minimum requirements for quality, cost, delivery, performance, design and appearance, delivery capabilities, financing terms. We may, at any time, change, delete, add to or modify any of our Standards. These changes, deletions, additions or modifications may require additional expenditures by you. We will notify you of any changes to our Standards or approved suppliers or service providers.

Technology System

You must obtain, maintain, use and upgrade the hardware, software, and other equipment and network connections that we specify periodically in the Standards necessary to operate the point of sale system, membership management system, medical records system, marketing systems, enterprise management system and such other technology solutions as we may designate from time to time (collectively, the "Technology System") in the operation of your Lounge, including specific components of the Technology System that we specify from a single designated supplier. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute any software license agreements that we or the licensor of the software require and any related software maintenance agreements. We may require you to maintain service support contracts and/or maintenance service contracts and implement and periodically make upgrades and changes to the computer hardware and software, and credit card, debit card

and other non-cash payment systems. See Item 11 for additional information regarding Technology System requirements.

You are required to have an internet-capable laptop or desktop computer that can operate the latest version of software and computer platforms we require. You are required to use the credentialing service, electronic medical records software, and practice management software that we require.

Affiliate Supplier

Our affiliate, DCES Medical Management Group, LLC is the exclusive supplier for the majority of the Operating Assets, including medical supplies and non-medical products used in connection with furnishing, decorating and operating the B12 LOVE Lounge and performing the Services. One or more of our officers owns an interest in DCES Medical.

Other than as described above, neither we nor any of our affiliates are the sole approved or designated supplier for any product, good or service that you are required to purchase for the operation of your Franchised Business currently, although we and our affiliates reserve the right to be in the future. None of our officers own any interest in any other approved or designated supplier for any product, good or service that you are required to purchase for the operation of your Franchised Business. In the fiscal year ended December 31, 2022, we did not receive any revenue from required franchisee purchases.

We estimate that your purchase or lease of products, supplies and services from approved suppliers and our affiliate (or those which meet our specifications) will represent approximately 30% to 40% of your costs to establish your Franchised Business and approximately 10% to 20% of your costs for ongoing operation.

Currently, there are no purchasing or distribution cooperatives. However, we hold the right to engage in cooperatives at a later date.

We or our affiliates may derive revenue and other benefits based on your purchases and leases, including from charging you for products and services we or our affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our affiliates may use all amounts received from you or suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, for general working capital purposes, without restriction for any purposes we or our affiliates deem appropriate.

Authorized Care Provider

We may require that you, at your expense, enter into agreements with suppliers approved by us for the offer, sale and performance of the Services. If you are required to obtain the services of an Authorized Care Provider under applicable Authorized Care Provider Regulations in connection with the offer, sale and performance of any Services (the "Authorized Medical Services," as further described in Item 16), then you must use an Authorized Care Provider that satisfies the Standards and is pre-approved in writing by us, which approval may be withheld or denied in our sole and absolute discretion. "Authorized Care Provider" means licensed medical professionals and health care providers including naturopathic doctors and registered nurses.

In addition to the purchases described above, you must obtain and maintain, at your expense, insurance coverage. Our system may regulate the types, amounts, terms and conditions of insurance coverage for your franchise and standards for underwriters of policies providing required insurance coverage; our protection

and rights under the policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to obtain required overage; our right to defend claims; and similar matters relating to insured and uninsured claims. Our standards and requirements for insurance coverages will be included in the Franchise Agreement and our Operations Manual and will be periodically updated.

Insurance

The following are the current insurance requirements: Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify.

Commercial General Liability each occurrence $2,000,000, Damage to Rented Premises $1,000,000 (each occurrence), Medical Expenses (Any one person) $10,000, Personal & ADV Injury $2,000,000, General Aggregate $4,0000, 0000, Products – COMP/OP AGG $4,000,000.

The insurance policy or policies must be written by a responsible carrier or carriers reasonably acceptable to us, name us (or our designated affiliate) as an additional insured, and include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified by us from time to time), in accordance with our written standards and specifications, the following: (a) commercial general liability insurance; (b) all risk property insurance, including fire and extended coverage, vandalism and malicious mischief insurance for the replacement value of your B12 LOVE Lounge and its contents with a minimum of six months of business interruption coverage; (c) commercial auto liability insurance covering owned, borrowed, hired and non- owned autos; (d) statutory workers' compensation/employer's liability insurance; and (e) such other insurance policies as we may determine from time to time. We may designate an insurance agency or insurer as a designated supplier for certain types of insurance policies.

Each policy must be written by a responsible carrier or carriers acceptable to us and must name us and our respective officers, directors, partners, agents and employees as additional insured parties. Insurance costs and requirements may vary widely in different localities. The estimate is for a yearly premium of required minimum coverage. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement.

Required Purchases or Leases

In the fiscal year ended December 31, 2024, we did not receive any revenue from required leases or purchases. We currently do not receive any other revenue, rebates, discounts or other material consideration from any other suppliers based on your required purchases of products, supplies or equipment; however, we may do so in the future, and any rebates or discounts we receive may be kept by us in our sole discretion.

Although we have not yet done so, from time to time, we may negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers and contractors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section or Article in Franchise Agreement and Multi-Lounge Development Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition	Section 8 FA; Section 3.01 and 3.02 MLDA	11
b. Pre-Opening Purchase/Leases	Section 7 and 8 FA	6, 7, and 8
c. Site Development & other Pre-Opening Requirements	Section 6,7,8,9 and 11 FA	11
d. Initial and Ongoing Training	Section 7 FA	5, 6, 7, and 11
e. Opening	Section 8 FA	5, 7, and 11
f. Fees	Section 6, FA	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	Section 11 and 12 FA	8, 11, and 14
h. Trademarks and Proprietary Information	Section 14 FA; Sections 5.03, 5.06 and 6.03 MLDA	13, 14
i. Restrictions on Products/Services Offered	Section 11 and 12 FA	8 and 16
j. Warranty and Customer Service Requirements	N/A	N/A
k. Territorial Development and Sales Quotas	Sectiond 10 and 12 FA; Sections 2.02 and 2.03 MLDA	12
l. Ongoing Product/Service Purchases	Section 12 FA	8
m. Maintenance, Appearance and Remodeling Requirements	Section 12 FA	11
n. Insurance	Article 15 FA	7
o. Advertising	Article 13 FA	6, 7, and 11
p. Indemnification	Sections 15 and 20 FA; Section 9 MLDA	None

Obligation	Section or Article in Franchise Agreement and Multi-Lounge Development Agreement	Item in Franchise Disclosure Document
q. Owner's Participation, Management, Staffing	Sections 11 FA	15
r. Records /Reports	Sections 12 FA; Section 3.05	6
s. Inspections and Audits	Section 12 FA	11
t. Transfer	Section 16 FA; Section 6 MLDA	17
u. Renewal	Section 5 FA	17
v. Post-Termination Obligations	Section 18 FA	17
w. Non-Competition Covenants	Section 19 FA; Sections 8 MLDA	17
x. Dispute Resolution	Section 20 FA; Section 10 MLDA	17
y. Spouse Guaranty	Section 11, Attachment 8 FA	15

ITEM 10: FINANCING

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

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

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

a. provide you with site selection guidelines and approve a location for your Franchised Business. In our discretion, we may require you to use our designated broker or consultant for site selection assistance. Within two (2) months of signing the Franchise Agreement, you must submit a written request for approval to us describing the proposed location and providing other information about the site that we reasonably request. We will respond within thirty (30) business days, either accepting or rejecting the proposed location. We consider the following factors in approving a site: general location and neighborhood, access, traffic patterns; parking; visibility; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics, distance from neighboring franchise territories, proximity to major roads and residential areas, traffic

patterns, condition of premises, tenant mix, and demographic characteristics . If you do not identify a site that meets our approval within ninety (90) days of signing the Franchise Agreement, we reserve the right to terminate the Franchise Agreement. We will not own and/or lease a site to you. You are responsible for negotiating a purchase or lease with the owner of a site we approve. (Franchise Agreement, Sections 8.1.2, 8.2, 10.1).

b. loan to you the B12 LOVE Operations Manual, other manuals and training aids we designate, for use in the operation of your B12 LOVE Franchise, as they may be revised from time to time. (Franchise Agreement, Section 10.2).

c. provide a written list of equipment, signage, supplies and products that will be required to open the Franchised Business. We and our affiliates are not obligated to install any of these items (Franchise Agreement, Section 10.3).

d. provide initial training at our headquarters and/or affiliate-owned Lounge. We reserve the right to designate an alternative location for the initial training. We will determine, in our sole discretion, whether you satisfactorily complete the initial training. (Franchise Agreement, Sections 7.1, 7.2).

e. provide a trainer at your premises for on-site training, supervision and assistance for up to two (2) days within sixty (60) days of the opening of your Franchised Business. (Franchise Agreement, Section 7.3)

f. provide you with standards for qualifications and training of your employees. We do not otherwise assist you with employee hiring and training, nor do we assist you with the regulatory process, such as medical licensing, for you or your employees (Franchise Agreement, Section 12.1.4).

g. We provide training to the Naturopathic Doctor, Lounge Manager and Lead Nurse (Franchise Agreement, Section 5(a)), including training related to pre-opening membership program sales. However, you will be responsible for all compensation and expenses (including training materials, travel, meals and lodging) incurred in connection with any training programs. This training is described in detail later in this Item.

2. **Time to Open**

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is between two (2) to five (5) months. Factors that may affect this time period include your ability to acquire financing or permits, build out of your location, have signs and equipment installed in your location, and completion of required training. If you have not opened your Franchised Business within three hundred sixty-five (365) days after you sign the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time as extended, is a default of the Franchise Agreement. (Franchise Agreement, Sections 8.1, 8.2, 8.3)

3. **Obligations After Opening**

During the operation of your franchise, we will:

a. offer from time to time, in our discretion, mandatory or optional additional training programs. If we require it, you must attend mandatory additional training offered by us for up to five (5) days each year, and/or attend an annual business meeting or franchisee conference for up to three (3)

days each year at a location we designate. Failure to attend mandatory additional training or an annual business meeting or conference is a default of the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs. (Franchise Agreement, Section 7.4).

b. upon your request, or as we determine to be appropriate, provide supplemental corrective on-site training and assistance at your premises. For any on-site supplemental training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging. The current fee is One Thousand Five Hundred Dollars ($1,500.00) per trainer per day of on-site training (Franchise Agreement, Section 7.5).

c. upon your request, provide individualized assistance to you within reasonable limits by telephone, video conferencing, electronic mail or postage service, subject at all times to availability of our personnel and in reasonable limits (Franchise Agreement, Section 7.6).

d. from time to time, as may become available, provide you with samples or digital artwork, advertising and promotional materials (Franchise Agreement, Section 10.4).

e. provide you with any written specifications for required equipment, products and services and updated lists of any approved suppliers of these items (Franchise Agreement, Section 10.5).

f. subject to applicable law, recommend minimum and maximum prices for products and services at your Franchised Business (Franchise Agreement, Section 12.5).

g. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within ten (10) business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within ten (10) business days, the proposed material and/or campaign is deemed "disapproved". (Franchise Agreement, Section 13.6).

4. Advertising

Local Advertising (Franchise Agreement, Sections 13.2 and 13.6)

You will participate in such local, regional, or national advertising, promotional, sweepstakes/giveaway, and community outreach programs that we may specify from time to time, at your own expense. You must use your best efforts to promote the use of the Marks in your Designated Area. Such expenditures will be made directly by you, subject to our prior approval and direction, using advertising and marketing materials prepared or pre-approved by us. Your local advertising and promotion must follow our guidelines. In addition, your local advertising and promotion must comply with all applicable law, including without limitation regulations promulgated by the Federal Trade Commission and Food and Drug Administration.

We require you to conduct a grand opening advertising campaign to mark the opening of your Franchised Business. You must spend Five Thousand Dollars ($5,000) to host such an event. For a grand opening program for your Lounge which expenditures will commence during the period that is approximately one

(1) month before and thirty (30) days following the opening of your Lounge. All planning for such an event is subject to our approval upon our request. After this period, you must spend a minimum of Five Hundred ($500) per month on local advertising. You must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter.

You must use only digital and media agencies that we approve. You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You may not use any advertising or marketing materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for approval within fourteen (14) business days; however, if we do not respond within ten (14) business days, the proposed advertising or marketing material is deemed "disapproved".

We do not provide for placement of local advertising on your behalf, and we have no obligation to spend any amount on advertising in your area or territory. You are responsible for local advertising placement. If feasible, you may do cooperative advertising with other B12 LOVE franchisees in your area, with our prior written approval. You may not maintain any business profile on Facebook, Twitter, Instagram, LinkedIn, YouTube or any other social media and/or networking site without our prior written approval.

System-wide B12 LOVE Brand Fund (Franchise Agreement, Section 13.3)

You are required to contribute to the B12 LOVE Brand Fund ("Brand Fund") the greater of $1,000 or 2% Gross Revenue per month. Each B12 LOVE Lounge operated by our affiliate or us may contribute to the Marketing Fund, in our discretion, but has no obligation to do so.

The Brand Fund is administered by our accounting and marketing personnel. We may use Brand Fund contributions to pay any and all costs for the development, production and placement of advertising, marketing, promotional and public relations materials and programs. We may also use Brand Fund contributions to pay any and all costs of marketing seminars and training programs, market research, services of advertising and/or public relations agencies, and website development and maintenance. We may further use Brand Fund contributions to pay our costs (including personnel and other administrative costs) for advertising that is administered by us or prepared by us, as well as for administration and direction of the Brand Fund.

The Brand Fund will not be used to defray any of our other general operating expenses. Brand Fund contributions will not be used to solicit new franchise sales; provided however, we reserve the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Fund contributions.

The Brand Fund collects and expends the Brand Fund contributions for the benefit of the B12 LOVE System as a whole. We reserve the right to use the Brand Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, in our discretion, including but not limited to, Internet and direct-mail campaigns. We have no obligation, however, to place advertising or conduct marketing campaigns in any particular area, including the Territory where your Franchised Business is located.

We have no obligation to make expenditures that are equivalent or proportionate to your Brand Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the Brand Fund.

The Brand Fund is not audited. An annual unaudited financial statement of the Brand Fund is available to any franchisee upon written request.
If we spend more or less than the total of all contributions to the Brand Fund in any fiscal year, we may carry forward any surplus or deficit to the next fiscal year.

No Brand Fund contributions were required, made or expended in our most recently concluded fiscal year. Although the Brand Fund is intended to be of perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate the Brand Fund, however, until all monies in the Brand Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions

Advertising Council (Franchise Agreement, Section 13.5)

We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement gives us the right, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance, and Lounge profitability. We reserve the right to change or dissolve the council at any time.

5. Computer Systems (Franchise Agreement, Section 12.3)

You must purchase and use the hardware, software, and computer platforms we specify. You are required to have an internet-capable laptop or desktop computer that can operate the latest version of software and computer platforms we require. You are required to use the credentialing service, electronic medical records software, and practice management software that we require. You must purchase the required computer hardware and software, at your expense. The cost of purchasing the required hardware and software is approximately $2,200 to $5,500. The current software access fees are approximately $1000 per Lounge per month, subject to increase, which is paid to us through the Software Fee.

There are no contractual limitations on the frequency and cost of upgrades and/or updates to the above-described systems. We may in the future modify or establish other sales reporting systems, as we deem appropriate, for the accurate and expeditious reporting of Gross Revenue and delivery of our products and services. You must fully cooperate in implementing any such modifications at your expense.

We have no obligation to maintain, repair, update or upgrade your computer and software. At your cost, you must provide on-going maintenance and repairs to your computer and software. You must upgrade your computer hardware and software as necessary to operate the most current version of our System requirements. We cannot estimate the cost of maintaining, updating and upgrading your computer hardware and software because it will depend on the make and model of your computer, repair history, usage, local cost of computer maintenance services in your area and technological advances that we cannot predict. You are responsible to protect data that you collect that is stored or transmitted in accordance with HIPAA, and industry standards.

You, at all times, must give us unrestricted and independent electronic access (including users IDs and passwords, if necessary) to the Technology System for the purposes of obtaining the information relating to the Lounge, such as information concerning gross revenues, membership information, and inventory. You must permit us to download and transfer data via a high-speed Internet connection or such other connection that we specify on a real-time basis. There are no contractual limitations on our right to access data stored in the Technology System. If we access any HIPPA-protected information when we access a

franchisee's Technology system, then such access and use will comply with HIPAA (in additional to all other applicable law). You are required to enter into a business associate agreement with us, which is included in this Disclosure Document in Exhibit B as Attachment 10 to the Franchise Agreement.

We reserve the right to have remote and independent access to your revenue information and client data generated by and stored in your computer system. There are no contractual limitations on our right to have full access to this information, although our right to certain client information is subject to the requirements of the Health Insurance Portability and Accountability Act. You are required to enter into a business associate agreement with us, which is included in this Disclosure Document in Exhibit B as Attachment 10 to the Franchise Agreement. At our option, we may retrieve, download, analyze and store such information and data at any time. Upon our request, you must sign any documents we require to allow us to independently and electronically access and retrieve the information stored in your computer system.

6. Table of Contents of Operations Manual

The Table of Contents of our B12 LOVE Operations Manual, current as of the date of this Disclosure Document is attached as Exhibit E. The Operations Manual has approximately 50 pages.

7. Training (Franchise Agreement, Article 7)

The owners must complete our Initial Training Program, to our satisfaction, prior to opening your Franchised Business. The program will take place at our affiliate owned location in Novato, CA, or another location as we determine, and the exact nature of the Initial Training Program will differ depending on your level of experience in medical practice management. Because the Initial Training Program is dependent on and highly tailored to your experience level, we do not have a set schedule of training covering the training period. However, the table below represents the topics covered during your Initial Training Program, and the minimum amount of time spent on each subject.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Human Resources/ Compliance Modules	4	N/A	Online Training
General Operations Modules	4	N/A	Online Training
Nurse Modules	4	N/A	Online Training
Owners/Manager Headquarters	12	4	B12 LOVE Headquarters; Company-Owned Lounge
Lead Nurse Headquarters	8	8	Company-Owned Lounge
General Operations On-Site	16	4	B12 LOVE Franchising Headquarters; Franchisee's Lounge

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Nurses On-Site	8	4	B12 LOVE Franchising Headquarters; Franchisee's Lounge
Core Services Training	12	4	B12 LOVE Franchising Headquarters
Retail Products & Luxury Services Training	8	4	Online Training; Franchisee's Lounge
Pre-Opening and Membership Sales	4	4	Franchisee's Lounge or Company-Owned Lounge
Totals	80	36	

Training will take place under the supervision of Shannon Wood Gallegos and Armando Gallegos. Shannon and Armando have over 20 years of experience in their subjects. Shannon covers the topics of: Naturopathic Medicine, including nutrients and wellness services; Intravenous injections, IV drip therapy, and protocols; Health and Safety. Armando covers the topics of: B12 LOVE Lounge Operations, including scheduling, financials, technology, brand fund, and HR; Medical Services Organization Operations. Additional trainers we use will have a minimum of 10 years of experience.

The Operations Manual is the basis of our pre-opening training programs in addition to hands on training in "classroom" and field settings. The cost of our instructors and training materials for up to two (2) individuals is included in the Initial Franchise Fee. You must pay for all of travel and personal expenses, including, but not limited to, all costs for your transportation, meals, and lodging for yourself and your personnel. Our current fee to provide initial training to any additional trainee is $500 per person per day.

If you do not complete our Initial Training Program to our satisfaction, we reserve the right to terminate the Franchise Agreement.

We will provide you with on-site training, supervision and assistance for up to two (2) days within sixty (60) days of the opening of your Franchised Business.

We may conduct mandatory or optional additional training programs, including an annual conference or national business meeting. If we require it, you must attend mandatory training programs that we offer for up to five (5) days per year at a location we designate. We may also require you to attend a national business meeting or annual convention for up to three (3) days per year, at a location we designate. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.

ITEM 12: TERRITORY

Under the Franchise Agreement, you have the right to establish and operate one (1) B12 LOVE Lounge within a limited protected territory (the "Territory"). You may not conduct the business of your B12 LOVE Lounge at any site other than the premises described in your Franchise Agreement, or relocate your B12 LOVE Lounge, without our prior written consent. The Franchise Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises.

When you sign the Franchise Agreement, we will identify a geographic area (the "Designated Area") within which you will develop your B12 LOVE Lounge and may provide off-site Authorized Services as described above. Except for B12 LOVE Lounge operating or under development as of the date you sign the Franchise Agreement and as otherwise noted in this Item 12, we will not operate, nor grant to a third party the right to operate, a B12 LOVE Lounge located within your Designated Area. There is no minimum Designated Area size. The Designated Area will be identified by us based on third party trade area mapping and site analytics software solutions, or, in limited circumstances as we determine appropriate, a city as geographically constituted as of the effective date of the Franchise Agreement, and in each case may consider various factors, including population density (You will be given a minimum of 75,000 individuals) , average household income, drive time proximity and traffic patterns, and proximity to other healthy active lifestyle and wellness concepts. After the Designated Area has been identified in the Franchise Agreement, we may not alter the Designated Area without your consent. If you have not located a site for your Lounge when we identify your Designated Area, then you may select a site anywhere within the Designated Area (subject to the site selection procedures described in Item 11), and upon our approval of your site, the Designated Area will remain as originally identified. You may not relocate without our approval and payment of our standard relocation fee. Under the Franchise Agreement, you have no options, rights of first refusal or similar rights to acquire additional franchises within your Designated Area or contiguous territories.

If you are awarded the right to own and operate a franchised Lounge from a Non-Traditional Site, then this will be considered a Non-Traditional Lounge for purposes of this Disclosure Document. You will be required to enter into our then-current form of Franchise Agreement to govern the operations of each Non-Traditional Studio, as well as the Non-Traditional Venue Addendum, attached to this FDD as Exhibit A-2 (the "Non-Traditional Studio Addendum" or "Addendum," and you will be obligated to comply with all obligations under that agreement and addendum with regards to the Non-Traditional Lounge operations from such a Non-Traditional Site. We expect that the Non-Traditional Site will be approved and designated by us in the governing Franchise Agreement at the time it is executed.

We reserve all rights not expressly granted in the Franchise Agreement. Accordingly, except for rights expressly granted to you in the Franchise Agreement, we retain all of our rights and discretion with respect to the Marks, the System and B12 LOVE Lounges anywhere in the world.

You will not receive an exclusive territory. You may face competition from other franchisees, from Lounges that we own, or from other channels of distribution or competitive brands that we control.

We have no obligation to compensate you for our (or another franchisee) soliciting or accepting business from customers located within your Designated Area.

During the term of your Franchise Agreement, and provided that you are not in default of your Franchise Agreement, we will not open another B12 LOVE Lounge or grant the right to anyone else to open a B12 LOVE Lounge within the Territory. However, notwithstanding this limited protection right we grant to you,

we reserve all rights to sell, either directly or through others, our products and services under the Marks in the Territory through alternative distribution channels, as discussed below.

Off-Site Events

In addition to your rights relating to the Designated Area, we may grant you a non-exclusive right to provide certain Authorized Services off-site (e.g., in-home or on-site) that we authorize within a designated geographical area around the Lounge ("Private Events Program"). You may not provide any such off-site Authorized Services to or at locations outside the area without our prior consent, and under no circumstances may you provide any such off-site Authorized Services to customers or at locations within the designated area for any other B12 LOVE Lounge owned or operated by Franchisor or any of its Affiliates or another franchisee. Any consent to provide such services beyond the designated area may be revoked at any time. If we grant you such rights, you must comply with the training related to performing the off-site Private Events services.

Franchisee acknowledges and agrees that B12 LOVE Holdings has the right, in its sole discretion, at any time and from time to time, to revoke its authorization to provide off-site Private Event services and to modify or reduce any authorizations. In such event, Franchisee agrees to promptly discontinue off-site Authorized Services altogether or in the affected geographical area, as applicable, notwithstanding that Franchisee may have provided such Authorized Services within such area prior thereto. Franchisee will not be entitled to any compensation for any elimination of any off-site Authorized Services nor for any elimination or reduction of these authorizations.

There is no minimum sales requirement, market penetration or other contingency that will affect your limited protected right to operate in the Territory during the term of your Franchise Agreement, unless you are in default of your obligations to us.

You may service a customer located outside of your Protected Area, provided that (i) the customer is (i) a prior client of yours and (ii) solicited your service to provide services at an off-site event outside of the Protected Area or (iii) a referral source in your Protected Area requests that you perform services at an off-site event (iv) You can do business by word of mouth referral or for an off-site event outside of your territory even if it is in another franchisee's territory if you obtain our prior approval.

Relocation

You may not change the location of your Franchised Business, without our written consent, which we may withhold in our sole discretion. The conditions under which we may allow you to relocate include the following: loss of your premises not due to your default, demographics of the surrounding area, proximity to other B12 LOVE Lounges, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability. If you wish to relocate, you must identify a new location for the Franchised Business that meets our approval, in accordance with our then-current site selection procedures, within sixty (60) days. If you do not identify a site within this time period, we may terminate the Franchise Agreement. While you are closed for relocation, you must continue to pay us a minimum Royalty Fee and Marketing Fund Contribution equal to the average paid during the four (4) calendar quarters immediately preceding the loss of your premises.

We may, but have no obligation, to consider granting you the right to establish additional B12 LOVE Lounges under other franchise agreements if you are in compliance with the Franchise Agreement and propose to open another B12 LOVE Lounge in an area and at a location we approve. The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises.

We will not reduce the size of your Protected Territory or Territory even if the population in it increases. Likewise, we will not expand the size of your Protected Territory or Territory if the population decreases.

Reservation of Rights

We reserve all rights not expressly granted in the Franchise Agreement. For example, we or our affiliates may own, operate or authorize others to own or operate B12 LOVE Lounges outside of the Territory and may operate other kinds of businesses within the Territory. Although we do not currently do so and have no plans to do so, we and our affiliates may own, acquire, conduct or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Mark, including a product or service similar to those you will sell at you Franchised Business. We reserve the right to merge with, acquire, or be acquired by, an existing competitive or non-competitive franchise network, chain, or other business; however, we will not convert any acquired business in your Territory to a franchise using our primary trademarks during the Term of your Franchise Agreement.

Alternative Distribution Channels

We and our affiliates may sell products and services under the Mark within or outside the Territory through any method of distribution other than a dedicated B12 LOVE Lounge, such as co-branding with other medical services businesses, and products offered through retail stores, the Internet or direct marketing ("Alternative Distribution Channels"). You will receive no compensation for our sales through Alternative Distribution Channels in the Territory.

You may not use Alternative Distribution Channels to make sales inside or outside your Territory; however, we will include a listing on our website of your B12 LOVE Lounge location. Your local advertising must target customers and referral sources in your Territory, although the reach of your local advertising may extend beyond your Territory.

You may not, without prior written consent, use other channels of distribution, such as the Internet, telehealth platforms, catalog sales, telemarketing, and other direct marketing, to offer, solicit or make sales (as opposed to advertising and marketing). We and our affiliates may use other channels of distribution, such as the Internet, telehealth platforms, catalog sales, telemarketing, and other direct marketing, to solicit and make sales to customers in your Designated Area using the Marks and other trademarks without compensating you.

Multi-Lounge Development Agreement

The Multi-Lounge Development Agreement grants you the right to develop an agreed upon number of B12 LOVE Lounges within a geographic area described in Attachment 1 to the Multi-Lounge Development Agreement (the "**Development Area**"). The size of the Development Area will depend on the number of B12 LOVE Lounges suitable for the Development Area, as you and we determine in light of factors such as population density and the residential or commercial character of the Development Area. The number of B12 LOVE Lounges and the dates they are to be open and operating will be set out in Attachment 2 to the Multi-Lounge Development Agreement (the "**Development Schedule**"). The Multi-Lounge Development Agreement does not provide you with any options, rights of first refusal or similar rights to acquire or develop additional B12 LOVE Lounges in the Development Area or in any other geographic area. We will approve sites for B12 LOVE Lounges using our then-current site selection criteria.

During the term of the Multi-Lounge Development Agreement and provided you and your affiliates are in compliance with the Multi-Lounge Development Agreement and all other agreements with us or any of our

Affiliates (including Franchise Agreements signed under the Multi-Lounge Development Agreement), we will: (a) grant to you, in accordance with Section 3 of the Multi-Lounge Development Agreement, that cumulative number of franchises for B12 LOVE Lounges in Attachment 1 to the Multi-Lounge Development Agreement, all of which are to be located within the Development Area; and (b) not operate (directly or through an affiliate), nor grant others the right to operate, any B12 LOVE Lounge located within the Development Area, except for: (1) franchises granted to you under the Multi-Lounge Development Agreement; (2) B12 LOVE Lounges open (or under commitment to open) as of the date of the Multi-Lounge Development Agreement; (3) Lounges that are part of another franchise system or chain, regardless whether any or all of them are converted to use any or all of the Marks and the System or continue to be operated independently and (4) B12 LOVE Lounges located in non-traditional locations.

Except as otherwise expressly provided in the Multi-Lounge Development Agreement, we retain all of our rights and discretion with respect to the Marks, the System and B12 LOVE Lounges anywhere in the world, including the right to: (a) operate, and grant to others the right to operate, B12 LOVE Lounges at the locations outside the Development Area and on the terms and conditions we deem appropriate; and (b) operate, and grant to others the right to operate, Lounges identified by tradenames, trademarks, service marks or trade dress, other than the Marks, on the terms and conditions we deem appropriate.

In the Development Area you must have open and operating, on the dates they are to be open and operating, the cumulative number of B12 LOVE Lounges as set forth in the Development Schedule. We have no obligation under any circumstances to extend the Development Schedule except where your failure to satisfy the Development Schedule is due solely to delays resulting from windstorms, rains, floods, earthquakes, hurricanes, mudslides, fires or other natural disasters. Your failure to develop and operate B12 LOVE Lounges in accordance with the Development Schedule will be a material breach of the Multi-Lounge Development Agreement.

ITEM 13: TRADEMARKS

Our Affiliate DCES, through Shannon Gallegos, is the owner of the Mark and has granted us the exclusive right to use the Mark and license to others the right to use the Mark in the operation of a B12 LOVE Lounge in accordance with the system. The Franchise Agreement will license to you the right to operate your Franchised Business under the B12 LOVE service marks, as described below ("Principal Marks"):

Marks	Serial Number	Filing Date	Register
B12 LOVE NOURISH YOUR LIFE	99099215	March 23, 2025	Principal

You must notify us immediately when you learn about an infringement of or challenge to your use of the Principal Mark or other Marks. Our affiliate and we will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Principal Mark or other Marks. Our affiliate and we have the right to control any administrative proceedings or litigation involving the Principal Mark or other Mark licensed by us to you. You must cooperate fully with our affiliate and us in defending and/or settling the litigation.

We reserve the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Mark, or to use one or more additional or substitute Marks.

You must not directly or indirectly contest our affiliate's right, or our right, to the Principal Mark or other Marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Marks. There is no pending infringement, opposition or cancellation. There is no pending material federal or state court litigation involving the Principal Mark or other Marks.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of the Principal Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials, photographs and other written materials. We also claim copyrights and other proprietary rights in our Manual and on our website.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect that limit your right to use any of our copyrights. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them.

You must notify us immediately when you learn about an infringement of or challenge to your use of our copyrights. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

During the term of the Franchise Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, designs, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the "Confidential Information"). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all such Confidential Information and trade secrets shall remain our exclusive property. You may never (during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated) reveal any of our confidential information to another person or use it for any other person or business. You may not copy

any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. Your personnel who have access to our Confidential Information must sign our Confidentiality/Non-Competition Agreement (Franchise Agreement, Attachment 9).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement requires that you devote a minimum of 10 hours per week to the management of the Franchised Business for the first three months the location is open. Thereafter, the Franchise Agreement does not require you to participate personally in the direct operation of the Franchised Business, except for weekly check-ins as outlined in the operations manual.

Additionally, you must create a legal entity (i.e. a corporation, limited liability company or any other legal entity) in which your franchise business is held. At our discretion, your franchise business shall be operated by an approved Lounge Manager and a two (2) or three (3) Licensed Medical Professional Team, depending on the size of your Lounge. We may require additional licensed medical professionals based on the size of your lounge and/or location at our discretion. Your Lounge Manager must successfully complete our Initial Management Training Program and all other courses we require. Your Lounge Manager must devote full time to the job and cannot have an interest or business relationship with any of our competitors. The Lounge Manager and Licensed Medical Professional are not required to possess any designated equity interest in your Franchised Business. You must notify us in writing of the Lounge Manager and Licensed Medical Professional's identity at the time of hire and shall subsequently notify us of any changes in their respective employment statuses. If at any time a new Lounge Manager and Licensed Medical Professional is employed, such individuals must complete our Initial Training Program to our satisfaction within thirty (30) days of hiring.

Your non-owner Lounge Manager and all other personnel who will have access to our proprietary and Confidential Information and training must sign our Non-Disclosure/Non-Competition Agreement, which is attached to our Franchise Agreement as Attachment 9. All owners of the Franchise Business must personally sign the Franchise Agreement as Principal. If you are a married individual, your spouse must sign our Spousal Guaranty, which is attached to our Franchise Agreement as Attachment 8.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You must offer and sell all products and services that are part of the System, and all services and products which we incorporate into the System in the future, provided that you are qualified and licensed to offer those services that require a license, or you have entered into a management agreement with a professional corporation that is owned by licensed medical professional(s) who are qualified to offered those services.

You are required to retain the services of a licensed medical professional as defined in your state to administer certain Authorized Services. Depending on the Authorized Care Provider Regulations applicable in your Designated Area, certain of the Authorized Services may be deemed medical services and, in such case, may be offered, administered and/or provided only by or through the supervision of an Authorized Care Provider. In all such cases, you will act solely in the capacity of an administrative management services provider to an Authorized Care Provider to administer certain Authorized Services.

You may not use our Marks for any other business, and you may not conduct any other business from your Franchised Business location. You cannot engage in any other business (other than an additional B12 LOVE Lounge) that competes with your Franchised Business, with us or our affiliates, or with B12 LOVE Lounges owned by other franchisees, whether such business is inside or outside of the Territory.

We may add to, delete from or modify the products and services that you can and must offer. You must abide by any additions, deletions and modifications. There are no limits on our rights to make these changes.

You must open and operate the Franchised Business for the minimum number of days and hours that we specify in the Manual or otherwise in writing. You may not engage in any business activities that compete with the products or services offered by B12 LOVE Lounges.

You must only sell products and services that have been approved by us. If you want to add a product or service, you must follow the protocol to request and receive approval in writing (See Item 8).

You may only sell products and services in the manner we prescribe. You must solicit sales from customers and referral sources in your Territory. Your local advertising must target customers and referral sources in your Territory, although the reach of your local advertising may extend beyond your Territory. You may not advertise, promote, post or list information relating to the Franchised Business or using the Marks on the Internet (whether through the creation of a website or otherwise), without our prior written consent. See Item 12 for restrictions on sales within and outside the Territory.

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 Agreement	Summary
a.	Length of the franchise term	Art. 4	Term is ten (10) years
b.	The Successor Agreement	Sections 5.1 and 5.4	If you are in good standing as defined below, you can renew for one (1) additional term of ten (10) years, unless we have determined, in our sole discretion, to withdraw from your Territory.

	Provision	Section in Franchise Agreement	Summary
c.	Requirements for franchisee to renew or extend	Sections 5.2 and 5.3	The conditions for renewal require that: i) You provide us with not less than 6 months' notice before the expiration of the Franchise Agreement of your intent to renew; ii) You are not in default or in violation of the Franchise Agreement or any other agreement with us; iii) You present satisfactory evidence that you have the right to remain in possession of the Premises for the duration of the renewal franchise; (iv) you execute our then-current form of franchise agreement, which may include materially different terms and conditions than those in your original Franchise Agreement; (v) you pay a renewal fee equal to 50% of the then- current standard initial franchise fee; (vi) you enter into a remodel agreement under which you agree to remodel the Lounge within 6 months; and (vii) you and your principals execute a general release. Your failure or refusal to execute any agreements, instruments, and/or documents we require in connection with such renewal within 30 days after delivery to you shall be deemed an election not to renew the Agreement.
d.	Termination by franchisee	N/A	You may not terminate the Franchise Agreement prior to the expiration of its Term, except as provided by law.
e.	Termination by franchisor without cause	Section 16.7	The Franchise Agreement will terminate upon your death or permanent disability and the Franchise must be transferred within six months to a replacement franchisee that we approve.
f.	Termination by franchisor with cause	Article 17	We may terminate only if you default. The Franchise Agreement describes defaults throughout. Please read it carefully.

	Provision	Section in Franchise Agreement	Summary
g.	"Cause" defined – curable defaults	Section 17.3	A curable default is a default in the performance of any of the terms of the Franchise Agreement, other than those calling for immediate termination under the Franchise Agreement. Under the Franchise Agreement, you have 24 hours to fully cure violations of law, 10 days to cure payment defaults and failure to satisfy the development deadlines for the Lounge, and 30 days to cure other defaults not listed in (h) below.
h.	"Cause" defined - non-curable defaults	Sections 17.1 and 17.2	We may terminate the Franchise Agreement upon notice to you if you:: abandonment of Lounge for 3 consecutive days, material misrepresentations or omissions, unauthorized surrender or transfer of Lounge, conviction of or a no contest to a felony or any other crime or offense that adversely impacts the System and the Marks, unauthorized use of the Confidential Information, and bankruptcy-related events. Termination of the Franchise Agreement permits us to terminate your Multi-Lounge Development Agreement with us.

	Provision	Section in Franchise Agreement	Summary
i.	Franchisee's obligations on termination/non-renewal	Article 18	Upon termination, you must: cease operations; cease to identify yourself as a B12 LOVE franchisee; Franchisee must i) pay all amounts owed within 15 days; (ii) stop identifying as our franchisee or using Marks or similar marks; (iii) stop using the System and return all Confidential Information, including the Manuals, to us; (iv) assign to us or cancel any electronic mail address, domain name, search engine, website, or Social Media account associated with the Lounge, System or Marks, and transfer telephone numbers and directory listings to us; (v) de-identify the Lounge; (vi) transfer, at our request, all ownership interest in Customer Information; and (vii) comply with restrictive covenants.
j.	Assignment of contract by franchisor	Section 16.1.1	We may assign agreements and change our ownership or form without restriction.
k.	"Transfer" by franchisee defined	Section 16.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee	Sections 16.2 and 16.3	No transfer is allowed without our consent, which we will not unreasonably withhold.

	Provision	Section in Franchise Agreement	Summary
m.	Conditions for franchisor approval of a transfer	Sections 16.3 and 16.4	Conditions include: (i) you have paid all amounts owed to us and our affiliate and are in full compliance with the Franchise Agreement; (ii) proposed transferee has sufficient business experience to operate the Lounge, has good character and meets our then-current standards for Lounge franchisees, does not operate a competitive business, and cooperates with due diligence requests; (iii) the transferee and its owners complete the initial training program; (iv) the transferee executes our then-current form of franchise agreement and ancillary agreements or, at our option, assumes your obligations under the Franchise Agreement; (v) you and transferee have agreed to the terms of a purchase and sale for the Lounge; (vi) you or transferee pays to us the then- current standard transfer fee (currently $20,000); (vii) you execute a general release; and (viii) you comply with any other conditions we may reasonably require.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 16.6	We have the right to match any offer to purchase the Franchised Business. All offers must first be submitted to us in writing and must set forth a complete description of all terms, conditions and fees of the proposed transfer. Within 30 days after our receipt of such notice, we may exercise our right of first refusal and accept the offer to purchase the Franchised Business upon the terms and conditions specified in the notice.
o.	Franchisor's option to purchase franchisee's business	Section 18.2	Upon termination of the Franchise Agreement, we have the option to purchase your equipment, furniture, fixtures, signs, advertising materials, supplies, and inventory at your cost or fair market value, whichever is less.

	Provision	Section in Franchise Agreement	Summary
p.	Death or disability of franchisee	Sections 16.3, 16.4 and 16.7	The Franchise Agreement will terminate upon your death or permanent disability, and the Franchise must be transferred within six months to a replacement franchisee that we approve.
q.	Non-competition covenants during the term of the franchise	Section 19.5.1	You may not: divert, or attempt to divert, customers of any B12 LOVE Lounge (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing spa business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
r.	Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any B12 LOVE Lounge (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing spa business within ten (10) miles of your former B12 LOVE location or any other B12 LOVE Lounge location (franchised or company owned); do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Sections 9.4, 14.6, 19.1.4 and 21.4	No oral modifications generally, but we may change the Operations Manual and System standards at any time. No modification except by written agreement signed by both parties.

	Provision	Section in Franchise Agreement	Summary
t.	Integration/merger clause	Section 21.4	The Franchise Agreement constitutes the entire agreement between us and you (subject to state law). Any other representations or promises outside of the Franchise Disclosure Document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in this Disclosure
u.	Dispute resolution by arbitration or mediation	Sections 20.1 and 20.2	At our option, claims that are not resolved internally may be submitted to non-binding mediation only at our headquarters located in Lewes, Delaware. (subject to applicable state law)
v.	Choice of forum	Section 20.3	Litigation takes place in Delaware (subject to applicable state law)
w.	Choice of law	Section 20.3	Delaware law applies (subject to applicable state law)

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

THE FRANCHISE RELATIONSHIP
(UNDER THE MULTI-LOUNGE DEVELOPMENT AGREEMENT)

This table lists certain important provisions of the multi-Lounge development agreement. You should read these provisions in the agreement attached to this disclosure document.

	Provision	Section in Multi-Lounge Development Agreement	Summary
a.	Length of the franchise term	Article 3	As determined by you and us based on the number of B12 LOVE Lounges you are to develop.
b.	Renewal or extension of the Term	Not Applicable	Not Applicable
c.	Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d.	Termination by franchisee	Not Applicable	Not Applicable

	Provision	Section in Multi-Lounge Development Agreement	Summary
e.	Termination by franchisor without cause	Section 6.6	The Multi-Lounge Development Agreement will terminate upon your death or permanent disability, and the Development Rights must be transferred within six months to a replacement developer that we approve.
f.	Termination by franchisor with cause	Article 7	We may terminate only if you default. The Multi-Lounge Development Agreement describes defaults throughout. Please read it carefully.
g.	"Cause" defined – curable defaults	Section 7.3	You have 5 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Multi-Lounge Development Agreement and described in h. immediately below).

h.	"Cause" defined - non-curable defaults	Sections 7.1 and 7.2	The Multi-Lounge Development Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 30 days; or foreclosure proceeding that is not dismissed within 30 days. We may terminate the Multi-Lounge Development Agreement upon notice to you if you: misrepresent or omit a material fact in applying for the Development Rights; falsify any report to us; fail to comply with any federal, state or local law, rule or regulation, applicable to the development and operations of Developer's B12 LOVE Lounges, including, but not limited to, the failure to pay taxes; fail to develop the B12 LOVE Lounges in accordance with the Mandatory Development Schedule; attempt a transfer in violation of the Franchise Agreement; are convicted or plead no contest to a felony or crime that could damage the goodwill or reputation of our trademarks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of our trademarks or the System; fail to comply with non-competition covenants; default, or your affiliate defaults, under any other agreement, including any Franchise Agreement, with us or any of our affiliates, suppliers or landlord and does not cure such default within the time period provided in such other agreement; or terminate the Multi-Lounge Development Agreement without cause.

	Provision	Section in Multi-Lounge Development Agreement	Summary
i.	Franchisee's obligations on termination/ non-renewal	Section 7.4	Upon termination, you must: cease all development operations and comply with the non-disclosure and non-competition covenants.
j.	Assignment of contract by franchisor	Section 6.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 6.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Multi-Lounge Development Agreement or Development Rights.
l.	Franchisor approval of transfer by franchisee	Sections 6.2, 6.3	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Article 6	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying developers; you have paid us all amounts owed; transferee signs our then-current form of Multi-Lounge Development Agreement, which may have materially different terms from your Multi-Lounge Development Agreement; you and the transferee sign a General Release in the form of Attachment 3 to the Franchise Agreement; you shall subordinate any claims you have against the transferee to us; our approval of the material terms and conditions of the transfer; payment of a transfer fee equal to $15,000, plus $1,500 for each Lounge remaining to be developed on the Mandatory Development Schedule or no fee for transfers among owners or for a transfer to a spouse, parent or child upon death or permanent disability.

	Provision	Section in Multi-Lounge Development Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 6.5	You must promptly notify us of any written offer to purchase your Development Rights. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b).we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 60 days to close and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p.	Death or disability of franchisee	Section 6.6	The Multi-Lounge Development Agreement will terminate upon your death or permanent disability, and the Development Rights must be transferred within six months to a replacement developer that we approve.
q.	Non-competition covenants during the term of the franchise	Section 8.3.1	You may not: divert, or attempt to divert, customers of any B12 LOVE Lounge (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing spa business; do any act that could damage the goodwill of our trademarks or System, or disrupt or jeopardize our business or that of our franchisees.

	Provision	Section in Multi-Lounge Development Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Section 8.3.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any B12 LOVE Lounge (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing spa business within 25 miles of your former B12 LOVE Lounge location or any other B12 LOVE Lounge location; do any act that could damage the goodwill of our trademarks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Section 11	No oral modifications. No amendment of the provisions will be binding upon either party unless the amendment has been made in writing and executed by all interested parties.
t.	Integration/merger clause	Section 11	Only the terms of the Multi-Lounge Development Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of Multi-Lounge Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Multi-Lounge Development Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 10.1, 10.2, and 10.3	At our option, claims that are not resolved internally must be submitted to non-binding mediation in Lewes, Delaware, subject to applicable state law.
v.	Choice of forum	Section 10.5	Delaware, subject to applicable state law.
w.	Choice of law	Section 10.5	Delaware law applies, subject to applicable state law.

ITEM 18: PUBLIC FIGURES

We do not currently use any public figures 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 Lounges, 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 Lounge 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.

Except for the below, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised Lounges. 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 Lounge, however, we may provide you with the actual records of that Lounge. 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 Daniel Levesque at B12 LOVE Holdings, LLC, 37 Miller Avenue, Mill Valley, CA 94941, (714) 882-9665, the Federal Trade Commission, and the appropriate state regulatory agencies.

The following shows the historical performance of our company owned locations. The charts show total revenue collected each full year the location has been operating as well as the square footage of the location. No expenses or costs are shown. The corporate locations shared below have both size and territory characteristics similar to what you will be granted as a Franchisee. We currently have eight corporate locations, seven of which are shared below and in Item 20. The location in Piedmont has been omitted because it is significantly smaller in square footage that what you are expected to operate in as a Franchisee.

Marina	**2200 SQFT**
Year	**Collections**
2019	$1,001,000
2020	$642,638
2021	$1,321,988
2022	$1,438,223
2023	$1,422,637
2024	$1,620,673
Walnut Creek	**2300 SQFT**
Year	**Collections**
2019	$321,044
2020	$498,440
2021	$1,097,097

2022	$1,322,643
2023	$1,309,577
2024	$1,373,384
Mill Valley	**1712 SQFT**
Year	**Collections**
2019	$305,875
2020	$358,740
2021	$765,022
2022	$915,720
2023	$985,716
2024	$1,116,016
Campbell	**2014 SQFT**
Year	**Collections**
2022	$551,264
2023	$1,070,134
2024	$1,280,377
Novato	**1050 SQFT**
Year	**Collections**
2020	$174,641
2021	$336,438
2022	$545,419
2023	$637,579
2024	$742,913
Livermore	**1460 SQFT**
Year	**Collections**
2021	$581,974
2022	$752,043
2023	$793,459
2024	$719,446

Napa	1336 SQFT
Year	Collections
2022	$607,043
2023	$824,437
2024	$869,259

ITEM 20: LOCATIONS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Lounge Summary
For Years 2022 to 2024

Column 1 Lounge Type	Column 2 Year	Column 3 Lounges at the Start of the Year	Column 4 Lounges at the End of the Year	Column 5 Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company – Owned*	2022	7	8	+1
	2023	8	8	0
	2024	8	8	0
Total Lounges	2022	7	8	+1
	2023	8	8	0
	2024	8	8	0

* Company-owned Lounges are operated by affiliated entities. Piedmont location is not included in these figures because of its small size (700 square feet).

Table No. 2
Transfers of Lounges From Franchisees to New Owners (Other than the Franchisor)
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
None	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised Lounges
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Lounges at Start of Year	Column 4 Lounges Opened	Column 5 Terminations	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Lounges at End of the Year
None	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table No. 4
Status of Company Owned* Lounges
For Years 2022 to 2024

Col. 1 State	Col. 2 Year	Col. 3 Lounges at Start of Year	Col. 4 Lounges Opened	Col. 5 Lounges Reacquired from Franchisees	Col. 6 Lounges Closed	Col. 7 Lounges Sold to Franchisees	Col. 8 Lounges at End of the Year
	2022	7	1	0	0	0	8
	2023	8	0	0	0	0	8
	2024	8	0	0	0	0	8
Total	2022	7	1	0	0	0	8
	2023	8	0	0	0	0	8
	2024	8	0	0	0	0	8

* Company-owned Lounges are operated by affiliated entities.

Table No. 5
Projected Openings as of December 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed But Lounge Not Opened	Column 3 Projected New Franchised Lounges in the Next Fiscal Year	Column 4 Projected New Company Owned Lounges in the Next Fiscal Year
California	0	2	1
Total	0	2	1

* Company-owned stores are operated by affiliated entities.

Exhibit F lists the location of each B12 LOVE franchised Lounge in our System and each franchisee during our last fiscal year who has had an Lounge terminated, canceled, not renewed, or has otherwise voluntarily

or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisee has signed confidentiality clauses during the last three years.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

B12 LOVE Holdings, LLC was formed on February 18, 2022. Because we have not been in business for three (3) years, we are not able to include the three (3) prior years of audited financial statements normally required by this Item 21. Exhibit D contains our reviewed financial statements for the period ending December 31, 2024, and December 31, 2023.

Our fiscal year end is December 31.

ITEM 22: CONTRACTS

Copies of proposed agreements regarding the franchise offering are included in Exhibit B and C. Exhibit B is our Franchise Agreement and all attachments to it (Marks; Territory Description; General Release; ACH Authorization; Collateral Assignment of Lease; Statement of Ownership Interests in Franchisee; Telephone, Internet Web Sites and Listings Agreement; Spousal Guaranty; Confidentiality and Non-Compete Agreement; HIPAA Business Associate Agreement). Our Multi-Lounge Development Agreement is included in Exhibit C.

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Daniel Levesque at 714-882-9665 or by email at daniel@b12love.com with a copy emailed to Armando Gallegos at armando@b12love.com.

EXHIBIT A

LIST OF STATE FRANCHISE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, State Capitol, 14th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

B12 LOVE Holdings, LLC
FRANCHISE AGREEMENT

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Attachment 3: General Release
Attachment 4: Collateral Assignment of Lease
Attachment 5: ACH Authorization
Attachment 6: Statement of Ownership Interests in Franchisee/Entity
Attachment 7: Internet Advertising, Social Media, and Telephone Account Agreement
Attachment 8: Guaranty
Attachment 9: Confidentiality and Non-Compete Agreement
Attachment 10: HIPAA Business Associate Agreement

THIS FRANCHISE AGREEMENT (this "Agreement") is being entered into this day of _____ _____ (the "Effective Date") by and between B12 LOVE Holdings, LLC, a Delaware limited liability company with its principal place of business at 37 Miller Valley, Mill Valley, California, 94941 (herein "Franchisor") and _____, a(n) _____ , with its principal place of business located at_____ and _____ _____'s principals _____, an individual residing at _____ _____ and _____, an individual residing at _____ _____("Principal(s)"). _____ and Principal(s) shall be collectively referred to in this Agreement as the "Franchisee".

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established a business that provides health and wellness services to your community, including intravenous drip therapy, intramuscular shot therapy, longevity and weight loss therapy, retail supplements, LED light therapy, muscle tone electro-therapy, and other Naturopathic Medicine and Luxury Professional Services, using Franchisor's format, trade dress, methods of marketing and presentation, training and assistance, Franchisor's confidential operations manual ("Manual") of business practices and policies; instructional materials, various other operation manuals and training courses; and care standards (taken together herein the "System").

The System is identified by certain trade names, service marks**,** trademarks, logos, emblems and indicia of origin, including but not limited to the B12 LOVE service marks, as set forth in Attachment 1, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

Franchisor continues to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed under the Marks and the System and to represent the System's high standards of quality, appearance, and service.

Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, service, and appearance, and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

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

1. RECITATIONS. The Recitations set out above form part of this Agreement.

2. GRANT OF FRANCHISE. Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate a B12 LOVE franchise (the "Franchised Business"), using only the Marks licensed hereunder, in strict conformity with the System, which may be changed, improved and further developed by Franchisor from time to time. This grant applies only to a single location within a territory that is designated in Attachment 2 attached hereto and incorporated herein (the "Territory").

3. TERRITORY

3.1 Territory. This Agreement grants Franchisee the right to operate the Franchise Business at a single location and from within the Territory. Subject to Section 3.2 below, Franchisor agrees that during

the Term of this Agreement, Franchisor will not, and Franchisor will not permit any other B12 LOVE franchisees, to operate a B12 LOVE location in the Territory using the same Marks as licensed to Franchisee in this Agreement so long as Franchisee is not in default under this Agreement, or this Agreement has not been terminated. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise B12 LOVE franchises around, bordering and adjacent to the Territory. Except as set forth in this Agreement, Franchisee is prohibited from serving and soliciting customers outside of the Territory and from alternative methods of distribution as more fully specified herein.

3.2 Reservation of Rights. Franchisee understands and agrees that all rights to any businesses, other than as specified in this Agreement, are fully reserved to Franchisor within or outside of the Territory. By way of example only, Franchisor reserves the rights to offer (i) other services and products not offered under the Marks, (ii) other medical or spa service concepts or products under the Marks or other trademarks, and (iii) products or services through other channels of distribution in the Territory including, but not limited to, co-branding with other medical services businesses, and products offered through retail stores, the Internet or direct marketing ("Alternate Channels of Distribution"). Franchisee will receive no compensation for Franchisor's sales through Alternate Distribution Channels made within the Territory. Franchisee agrees that such implementation of Franchisor's rights pursuant to this Section 3.4 is deemed not to impair or injure Franchisee's rights pursuant to Section 2 hereof.

4. TERM. Unless terminated earlier in accordance with the terms set forth in this Agreement, this Agreement and the Franchise granted hereunder shall commence upon the Effective Date set forth above, and terminate on the date that is ten (10) years following the Opening Date, as defined in Section 8 hereof (the "Term").

5. RENEWAL OPTIONS. Subject to the terms and conditions of this Agreement, Franchisee shall have the right, following the expiration of the Term hereof, to enter into a new franchise agreement and other agreements then customarily employed by Franchisor and in the form then generally being offered to prospective franchisees in the state in which the Territory is located (the "Successor Franchise Agreement") for up to one (1) additional terms equal to ten (10) years. The term of each such Successor Franchise Agreement shall commence upon the date of expiration of the immediately preceding term. Franchisee shall be charged a successor agreement fee equal to fifty (50%) of the then-current initial franchise fee ("Renewal Fee").

5.1 Form and Manner of Renewal. If Franchisee desires to exercise Franchisee's option to enter into a Renewal Franchise Agreement, it shall be done in the following manner:

5.1.1 Not less than six (6) months prior to the expiration of the Term of this Agreement, Franchisee shall request from Franchisor in writing, a copy of Franchisor's then current Disclosure Document (including Franchisor's then current franchise agreement).

5.1.2 Franchisee must execute and return to Franchisor all required documents, including any and all ancillary documents, within thirty (30) days after receipt by Franchisee of a copy of Franchisor's then current Disclosure Document.

5.1.3 The Successor Franchise Agreement shall supersede this Agreement in all respects, and Franchisee understands and acknowledges that the terms of such new agreement may differ from the terms of this Agreement, including, without limitation, higher or lower royalty and other fees.

5.1.4 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to this Paragraph 5 in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise Franchisee's option to enter into the Successor Franchise Agreement, and such failure shall cause Franchisee's right and option to automatically lapse and expire, without further notice by Franchisor.

5.1.5 Franchisee acknowledges that the initial Term of this Agreement provides Franchisee more than a sufficient opportunity to recoup Franchisee's investment in the Franchise, as well as a reasonable return on such investment.

5.2 Conditions of Renewal. Franchisee's right to enter into a Successor Franchise Agreement is conditioned upon the following:

5.2.1 Franchisee shall be in full compliance with this Agreement and shall have materially performed Franchisee's obligations under this Agreement, the Manual and under all other agreements that may be in effect between Franchisee and Franchisor, including but not limited to all monetary obligations.

5.2.2 Franchisee shall not have committed three (3) or more events constituting default during the then current Term of this Agreement, whether or not such defaults were cured.

5.2.3 Franchisee will have completed any required additional training to Franchisor's reasonable satisfaction.

5.2.4 Franchisee shall execute a general release of all claims Franchisee may have against B12 LOVE Holdings, LLC, its parent, subsidiaries and affiliates, its officers, directors, shareholders, agents, and employees, whether in their corporate and/or individual capacities, in the form attached hereto as Attachment 3. This release will include all claims arising under any federal, state, or local law, rule, or ordinance.

5.2.5 Franchisee shall pay the required Successor Agreement Fee and sign the Successor Franchise Agreement.

5.3 Notice Required by Law. If applicable law requires Franchisor to give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new B12 LOVE franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Franchisee the then current form of Renewal Franchise Agreement at the time Franchisee advises Franchisor pursuant to Paragraph 5.2 hereof that Franchisee desires to renew, Franchisor may, in Franchisor's sole discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the appropriate renewal term or (ii) offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then current form of Renewal Franchise Agreement. Any timeframes specified in this Paragraph 5 shall be inclusive of any state mandated notice periods.

5.4 Additional Reservation of Rights. Notwithstanding anything herein to the contrary, Franchisor reserves the right not to renew this Franchise as a result of a decision to withdraw from the Territory in which Franchisee's Franchised Business is located.

6. FEES

6.1 Initial Franchise and Royalty Fee. As part of the consideration for the right to operate the Franchise granted herein, Franchisee shall pay to Franchisor the following fees:

6.1.1 Initial Franchise Fee. Franchisee acknowledges and agrees that the grant of this Franchise and the rights and obligations of the parties under this Agreement constitute the sole and only consideration for the initial franchise fee of Forty-Eight Thousand Dollars ($48,000.00) (the "Initial Fee"). **The Initial Fee is fully earned and due at the time this Franchise Agreement is signed and is not refundable under any circumstances.**

6.1.2 Royalty Fee. Franchisee agrees to pay Franchisor, monthly throughout the Term, a royalty fee (the "Royalty Fee") of seven percent (7%) of Franchisee's gross sales from the franchised business.

6.1.3 Gross Revenue Reports. Franchisee shall, on the fifth (5^{th}) day of the month following the close of each calendar month, furnish Franchisor with a report showing Franchisee's Gross Revenue, as hereinafter defined, from the Franchised Business and/or made pursuant to the rights granted hereunder during such period (the "Gross Revenue Report"). The Gross Revenue Report shall be in such form and shall contain such information as Franchisor may from time to time prescribe. At Franchisor's discretion, (i) Franchisee shall submit, or (ii) Franchisor may remotely access, the Gross Revenues Report by an electronic transfer of data via the computer information systems ("Computer System") that Franchisor may require Franchisee use in the operation of the Franchised Business. The term "Gross Revenues" means the aggregate of all revenues and income from any source derived, invoiced or received, by Franchisee from, through, by or on account of the operation of the Franchised Business whether invoiced only or received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. Gross Revenues also include all proceeds from any business interruption insurance. Excluded from Gross Revenues are: (1) sales taxes and other taxes separately stated that Franchisee collects from clients and pays to taxing authorities; (2) refunds and credits made in good faith to arms' length clients, provided such credits or refunds are made in accordance with Franchisor's standards and specifications; and (3) the discount value of any voucher or other allowance that Franchisor authorizes at the time Franchisee redeems the client's voucher or allowance.

6.1.4 Method of Payment. Franchisee shall, together with the submission of the Gross Revenue Report, pay Franchisor the Royalty Fee and the System Marketing Fund Contribution, as defined and more particularly described in Article 13, then due. At Franchisor's request, Franchisee must execute documents, including but not limited to, the Authorization attached as Attachment 5, that allow Franchisor to automatically take the Royalty Fee and System Marketing Fund Contribution due as well as other sums due Franchisor, from business bank accounts via electronic funds transfers or Automated Clearing House ("ACH") payments. Franchisee's failure to allow electronic funds transfers or ACH payments on an ongoing basis is a material breach of this Agreement. Franchisor reserves the right to modify the method and frequency of collection of the Royalty Fee and System Marketing Fund Contribution upon forty five (45) days' prior notice to Franchisee.

6.2 Late Fee. If the Royalty Fee, System Fund Contribution, or any Gross Revenue Reports are not received by Franchisor as required by this Agreement, Franchisee shall pay to Franchisor, in addition to the overdue amount, a late fee of Five Hundred Dollars ($500.00). This late fee is reasonably related to Franchisor's costs resulting from the delay in payment and/or receipt of any

report, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to pay the Royalty Fee, the System Marketing Fund Contribution, and/or submit Gross Revenue Reports in accordance with the terms of this Agreement.

6.3 Interest. Any and all amounts that shall become due and owing from Franchisee to Franchisor under the terms hereof shall bear interest from the date due until paid at the rate of 18% per annum or at the highest rate permitted by law, whichever is lower.

6.4 Non-Sufficient Funds Fee. In the event any of Franchisee's checks are returned, or an electronic funds transfer from Franchisee's bank account is denied, for insufficient funds, Franchisee shall pay Franchisor, in addition to the amount due, a non-sufficient funds fee of Fifty Dollars ($50.00) per occurrence. This non-sufficient funds fee is reasonably related to Franchisor's costs resulting from the delayed and declined payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement.

6.5 Technology Fee. Franchisee shall pay to Franchisor a Technology Fee in the amount of One Thousand Dollars ($1,000) per month, for new or improved technology adopted or developed by Franchisor for software license and/or maintenance fees, website hosting and/or maintenance, Franchise web portal access, or other services developed in the future. In Franchisor's sole discretion, Franchisor may (i) increase the amount of the technology fees or (ii) replace the software and technology with different technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement technology and for continuous access thereto. Franchisee shall also pay a one-time initial set up fee of One Thousand Six Hundred and Fifty Dollars ($1650).

6.6 Taxes. If any sales, excise, use or privilege tax is imposed or levied by any government or governmental agency on Franchisor for any Royalty Fee, System Marketing Fund Contribution or other fees due and payable to Franchisor under this Agreement, Franchisee shall pay Franchisor a sum equal to the amount of such tax.

7. TRAINING

7.1 Initial Training Program. Franchisee (specifically including all Franchisee's principals) shall attend and complete to Franchisor's sole and absolute satisfaction, Franchisor's initial training program ("Initial Training Program") at least two (2) weeks (but no more than six (6) weeks, prior to the opening of the Franchised Business. The Initial Training Program is conducted at Franchisor's affiliate owned location in Novato, California. Franchisor reserves the right to designate an alternate location for the course component of the Initial Training Program. Franchisee must at all times during the term of this Agreement have principals who have successfully completed the Initial Training Program to Franchisor's sole and complete satisfaction. No charge shall be made for up to two (2) people to take the Initial Training Program prior to opening the Franchised Business ("Initial Trainees"). Notwithstanding the foregoing, Franchisee shall be required to pay all of the expenses of the Initial Trainees, including, without limitation, costs of travel, lodging, meals and wages.

7.2 Satisfactory Completion. Franchisor shall determine, in Franchisor's sole discretion, whether the Initial Trainees have satisfactorily completed the Initial Training Program. If the Initial Training Program is not satisfactorily completed by the Initial Trainees, or if Franchisor, in Franchisor's reasonable business judgment based upon the performance of the Initial Trainees, determines that

the Initial Training Program cannot be satisfactorily completed by Franchisee and Franchisee's Principal(s), Franchisor may terminate this Agreement.

7.3 Opening Assistance. Within sixty (60) days of the opening of the Franchised Business, Franchisor shall provide Franchisee with opening assistance by a trained representative of Franchisor. The trainer will provide on-site opening training, supervision, and assistance to Franchisee for up to two (2) days at no charge to Franchisee.

7.4. Additional Training. Franchisor may offer mandatory and/or optional additional training programs from time to time. If required by Franchisor, Franchisee, or Franchisee's principals shall participate in the following additional training:

i. on-going training for up to five (5) days per year, at a location designated by Franchisor;
ii. a national business meeting or annual convention for up to three (3) days per year, at a location designated by Franchisor;

Franchisor reserves the right to impose a reasonable fee for all additional training programs. Franchisee shall be responsible for any and all incidental expenses incurred by Franchisee or Franchisee's personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages. Franchisee's failure to attend and/or complete mandatory additional training or failure to attend Franchisor's national business meeting or annual convention is a default of this Agreement. Franchisee or Franchisee's principal(s) shall be required to obtain any missed mandatory additional training at a location Franchisor designates. Franchisee shall pay all costs and expenses for such additional training, including but not limited to, tuition at the then-current rate and any and all transportation, meals and lodging of Franchisee, Franchisee's principal and Franchisor's training personnel. Franchisee shall pay to Franchisor any incurred expenses by Franchisor's training personnel within ten (10) days of Franchisor's billing thereof to Franchisee.

7.5. On-Site Remedial Training. Upon Franchisee's reasonable request or as Franchisor shall deem appropriate, Franchisor shall, during the term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide on-site remedial training and assistance to Franchisee's personnel at the Franchised Business location. For any additional on-site training and assistance, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

7.6. Counseling and Assistance. In addition to visits by Franchisor's field representatives, as Franchisor deems appropriate, Franchisor shall, within reasonable limits and subject to the availability of Franchisor's personnel, upon Franchisee's request and at no charge, unless such assistance is provided at the Franchised Business location pursuant to Section 7.5, furnish consultation and assistance to Franchisee, either in person or by telephone, fax, electronic mail or postal service, as determined by Franchisor, in Franchisor's sole discretion, with respect to the operation of the Franchised Business, including consultation and advice regarding employee training, marketing, operation issues, bookkeeping and System improvements.

8. FRANCHISED BUSINESS SITE REQUIREMENTS

8.1 Site Requirements.

8.1.1 Franchisee assumes all cost, liability, expense and responsibility for obtaining and developing a site for the Franchised Business within the Territory and for constructing and equipping the Franchised Business at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Franchised Business unless the site location is approved by Franchisor. While Franchisor may render assistance to Franchisee in the selection of a site, as set forth in Section 8.1.2 below, Franchisee has sole responsibility for procuring and developing a site for the Franchised Business and Franchisee may and is encouraged to consult with professionals of Franchisee's choosing in discharging such responsibility. Franchisee acknowledges that Franchisor's approval of a prospective site location is permission only, does not constitute a representation, promise, warranty or guarantee, express or implied, by Franchisor that Franchised Business operated at that site will be profitable or otherwise successful, and cannot, and does not, create a liability for Franchisor. Franchisee releases Franchisor from any claims over the site location selection and evaluation by Franchisor, and Franchisee shall hold Franchisor harmless with respect to Franchisee's selection of the site for the Franchisee's Franchised Business.

8.1.2 Franchisor, in Franchisor's sole discretion, may require Franchisee to use Franchisor's designated broker and/or consultant for the purposes of locating a site for the Franchised Business. In such case, Franchisee shall pay all fees required by such broker or consultant for site selection assistance.

8.1.3 Franchisee shall locate a site that satisfies the site selection guidelines provided to Franchisee by Franchisor and shall submit to Franchisor, in writing, a description of the site, together with written certification the site complies with Franchisor's site selection guidelines, and such other information and materials as Franchisor may reasonably require no later than sixty (60) days after the execution of this Agreement. Franchisor shall have thirty (30) business days after receipt of this information and materials to consent, in its sole and absolute discretion, to the proposed site as the location for the Franchised Business. If Franchisor fails to respond to Franchisee's submission within thirty (30) business days, such proposed site shall be deemed "disapproved". No site may be used for the location of the Franchised Business unless it is consented to in writing by Franchisor.

8.1.4 Within thirty (30) days after Franchisor has consented to the site for the Franchised Business (or such longer period as Franchisor consents to in writing), Franchisee shall execute a lease therefor and obtain physical possession of the premises. Any lease must include Franchisor's Collateral Assignment of Lease Agreement, a copy of which is attached hereto as Attachment 4. Failure by Franchisee to acquire the site for the Franchised Business within the time and in the manner required herein shall constitute a material event of default under this Agreement.

8.1.5 Upon consent by Franchisor to the location for the Franchised Business, Franchisor shall set forth the location and Territory on Attachment 2 of this Agreement and shall provide a copy thereof to Franchisee. Attachment 2, as completed by Franchisor, shall be incorporated herein and made a part hereof. Franchisee shall notify Franchisor within fifteen (15) days of any error or rejection of Attachment 2; otherwise, Attachment 2

provided to Franchisee shall be deemed final.

8.2 Construction.

8.2.1 Franchisee shall be responsible for obtaining clearances that may be required by state or local laws, ordinances or regulations or that may be necessary as a result of any restrictive covenants relating to the Franchised Business location. Prior to beginning the construction of the Franchised Business, Franchisee shall (a) obtain all permits, licenses, insurance and certifications required for the lawful construction or remodeling and operation of the Franchised Business, including permits for the installation of signage, and (b) certify in writing to Franchisor that all required approvals, clearances, permits, insurance and certifications have been obtained.

8.2.2 Franchisee must obtain all architectural, engineering, design, fabrication and installation services necessary for the construction and/or remodeling of the Franchised Business, including the installation of signage, at its own expense from vendor(s) designated or otherwise approved in writing by Franchisor. Franchisor shall provide layout and design guidance to Franchisee, as Franchisor deems appropriate. Franchisee acknowledges that Franchisor's or its representative's review of construction plans relates only to compliance with the System and that acceptance by Franchisor of such plans does not constitute a representation, warranty, or guarantee, express or implied, by Franchisor or its representative, including, but not limited to, any representation, warranty or guarantee that such plans are accurate or free of error, concerning their design or structural application.

8.2.3 During the time of construction or remodeling, Franchisee shall provide Franchisor, or its designated representative, with such periodic reports regarding the progress in obtaining all licenses and permits; and of the construction or remodeling as may be reasonably requested by Franchisor or its representative. In addition, Franchisor or its representative may make such on-site inspections as it may deem reasonably necessary to evaluate such progress. At least thirty (30) days prior to completion of the construction or remodeling, Franchisee shall notify Franchisor of the scheduled date for completion of construction or remodeling. Within a reasonable time after the date of completion of construction or remodeling, Franchisor or its representative may, at its option, conduct an inspection of the completed Franchised Business site.

8.2.4 Franchisee acknowledges and agrees that it will not open the Franchised Business for business without the written authorization of Franchisor and that authorization to open shall be conditioned upon Franchisee's strict compliance with this Agreement.

8.3 Time to Open. Franchisee acknowledges that time is of the essence in this Agreement. Upon Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business, which shall be defined herein as the "Opening Date". Prior to the Opening Date, Franchisee shall (i) satisfactorily complete Franchisor's Initial Management Training Program, as further set forth in Article 7, (ii) hire and train staff, (iii) obtain all required licenses to operate the Franchised Business, (iv) obtain Franchisor's written approval of the construction, buildout and layout of your Franchised Business location; and (v) execute with Franchisor a business associate agreement, in the form of Attachment 10, as required by the Health Insurance Portability and Accountability Act ("HIPAA") and/or Health Information Technology for Economic and Clinical Health Act ("HITECH"), as those acts may be amended. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening for business. Franchisee's failure to open the Franchised Business and commence business (i) in accordance

with the foregoing and (ii) within three hundred sixty-five (365) days following the date of this Agreement, unless otherwise extended by Franchisor, shall be deemed a material event of default under this Agreement.

8.4 No Relocation. Franchisee's rights to operate the Franchised Business shall be limited to the location set forth in Attachment 2, and no other. Franchisee shall not relocate the Franchised Business at any time without Franchisor's written approval, which approval shall be granted only in the sole and complete discretion of Franchisor, and if permitted, shall be at Franchisee's sole expense and subject to the following:

8.4.1 Franchisee shall continue to operate at the original Franchised Business site, where feasible, until construction of the new site is complete and ready to commence operation;

8.4.2 Franchisee shall construct and develop the new site to conform to Franchisor's then-current specifications for design, appearance and leasehold improvements for new Franchised Businesses;

8.4.3 Franchisee shall remove any signs or other property from the original Franchised Business location which identified the original Franchise Business location as part of the System;

8.4.4 If Franchisee is required to suspend operations at the original Franchised Business location, Franchisee agrees that, during the build-out, decorating and furnishing of the new site, and at Franchisor's sole and absolute discretion: (i) the term of this Agreement shall not be abated, and (ii) Franchisee shall remain liable to pay a minimum Royalty Fee and Brand Fund Contribution that is equal to the average amount paid by Franchisee during the four (4) calendar quarters immediately preceding the date that operations cease or the shorter period that Franchisee had been in 10argain10s at the original Franchised Business location; and

8.4.5 The parties shall amend Attachment 2 to reflect the address of the new Franchised Business location.

8.4.6 If a relocation site acceptable to Franchisor is not identified within sixty (60) days following Franchisee's request to relocate, Franchisor may terminate this Agreement.

9. MAINTENANCE AND IMPROVEMENT OF THE FRANCHISED LOCATION AND SYSTEM

9.1 Maintenance of Franchised Business Location. Franchisee shall equip and maintain the Franchised Business location to the standards of décor, sanitation, repair and condition required by Franchisor, which standards are specified in the Manual and other written directives, standards and specifications. Franchisee, at Franchisee's expense, shall make such alterations, repairs, refurbishing and replacements as may be required to comply with Franchisor's standards, including, without limitation, periodic repairs or replacement of worn or impaired décor, materials, furniture, fixtures, and/or signage, as Franchisor may direct.

9.2 Inspections. Franchisee shall operate and maintain the Franchised Business and Franchised Business location in conformance with best practices for medical service providers and in a manner that will insure the highest rating possible for businesses of like kind from governmental authorities that may inspect such businesses in the Territory. Franchisee shall submit to Franchisor a copy of any inspection reports. It shall be a default of this Agreement if, upon inspection, Franchisee does not obtain such rating or if Franchisee fails to operate in accordance with the general standards of quality,

maintenance, repairs and sanitation required by the System, and Franchisor may, at its option, terminate this Agreement.

9.3 Equipment and Technology Updates. Franchisee shall make any and all upgrades to equipment, including but not limited to, design, display and storage equipment, POS Systems, and computer hardware and software, and any technology used in conjunction therewith, as Franchisor requires in its sole and absolute discretion.

9.4 Trade Dress Modifications.

9.4.1 Franchisee is aware that to maintain and improve the image and reputation of the System, Franchisor, in its sole and absolute discretion, may change and modify identifying elements of the System, including but not limited to, the adoption and use of new or modified color schemes, marks, and furnishings (collectively, "Trade Dress Modifications").

9.4.2 Franchisee shall, at Franchisee's sole expense, modify identifying elements of the Franchised Business, as required by Franchisor, but not more frequently than every three (3) years, to conform to Trade Dress Modifications. This includes, without limitation, structural changes, remodeling, redecoration and modifications to existing improvements. Notwithstanding the foregoing restriction on the frequency of Trade Dress Modifications, Franchisee, upon notice by Franchisor and in accordance with Section 14.6 hereof, shall immediately discontinue the use of any Mark that is no longer desirable or available to Franchisor and substitute a different Mark or Marks as Franchisor directs.

9.4.3 Franchisee will accept, use and display any such Trade Dress Modifications as if they were a part of this Franchise Agreement at the time of execution hereof.

9.5 No Liability/Waiver of Claims. Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications, including Trade Dress Modifications, required by this Article 9. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party, complaining of any such or seeking expenses, losses or damages caused thereby. Further, Franchisee expressly waives any claims, demands or damages arising from or related to the modifications contemplated by this Article 9, including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

9.6 Franchisee Advisory Council. Franchisor reserves the right to create (and if created, the right to change or dissolve) a franchisee advisory council as a formal means for System franchisees to communicate ideas. In the event a franchisee advisory council is created, Franchisor may invite Franchisee to participate in council-related activities and meetings, which invitation may be based on a franchisee's level of success, superior performance and profitability.

10. FRANCHISOR'S OBLIGATIONS

Franchisor and/or its designated representative will provide the services described below:

10.1 Site Selection Guidelines. Site selection criteria, as Franchisor may deem advisable. Franchisor shall also approve the site in accordance with Section 8.1.2.

10.2 Construction. Provide to Franchisee criteria and specifications for a B12 LOVE outlet. Franchisee shall independently, and at Franchisee's expense, have such criteria and specifications incorporated into the construction of the Franchised Business in accordance with Article 8. Franchisor will also designate or otherwise approve vendors for architectural, design, fabrication and installation services for the Franchised Business.

10.3 Manual. Provide Franchisee access to the Confidential Operations Manual and such other manuals and written materials as Franchisor may hereafter develop for use by franchisees, as the same may be revised by Franchisor from time to time. Such documents may be provided electronically or via the Internet, at Franchisor's sole and absolute discretion.

10.4 Inspection. Inspection of the Franchised Business and evaluations of the products sold and services rendered therein whenever reasonably determined by Franchisor.

10.5 Pre-Opening Requirements. Provide a written list of equipment, fixtures, furnishings, signage, supplies and products that will be required and/or recommended to open the Franchised Business for business.

10.6 Advertising Materials. Provide samples or digital artwork of certain advertising and promotional materials and information developed by Franchisor from time to time for use by Franchisee in marketing and conducting local advertising for the Franchised Business.

10.7 List of Suppliers. Make available from time to time, and amend as deemed appropriate by Franchisor, a list of approved and/or recommended suppliers of products and services for System franchisees.

10.8 Training. The training programs specified in Article 7 herein.

10.9 On-Going Assistance. Post-opening assistance at the Franchised Business office location in accordance with the provisions of Article 7.

10.10 System Marketing Fund. Administer a System Marketing Fund in accordance with Section 13.3.

11. FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Best Efforts. Franchisee, including each of Franchisee's Principals covenants and agrees that he or she shall make all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum revenue.

11.2 Ownership/Employment of Physician. Franchisee represents that the Franchised Business shall, at all times, be owned by either of (i) a licensed medical doctor or doctor of osteopathic medicine, (ii) an entity owned solely by licensed medical doctors or doctors of osteopathic medicine as permitted by the laws of the state in which the Franchised Business is located, or (iii) at all times shall employ a licensed medical doctor or doctor of osteopathic medicine that is approved by Franchisor and has completed our initial training program, provided that the laws governing the Territory permit such ownership. Franchisee shall be solely responsible to determine, following Franchisee's own review of applicable laws, eligibility to own and operate a medicine practice in the Territory where Franchisee's B12 LOVE will do business.

11.3 Corporate Representations. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee and each Principal represent, warrant and covenant that:

11.3.1 Franchisee is duly organized and validly existing under the state law of its formation;

11.3.2 Franchisee is duly qualified and is authorized to do business in the jurisdiction of the Franchised Business location and the Territory;

11.3.3 Franchisee's organizational documents shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise granted herein, unless otherwise consented to in writing by Franchisor, which consent may be withheld by Franchisor in Franchisor's sole discretion;

11.3.4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's power and have been duly authorized by Franchisee;

11.3.5 Any financial statements and tax returns provided to Franchisor shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of the statements or returns, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities; and

11.3.6 If any Franchisee Principal is a married individual and the Principal's spouse has not executed this Agreement, such Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 8 hereof.

11.4 Personal Management.

11.4.1 Franchisee represents that the Franchised Business shall be, at all times, personally supervised by a medical doctor or doctor of osteopathic medicine licensed in the state where the Franchised Business is located who shall provide active, ongoing and personal on-premises supervision of the Franchised Business. Franchisee shall personally supervise the operation of the Franchised Business and may not appoint a manager of the Franchised Business location, unless Franchisee receives Franchisor's prior written consent. If required by Franchisor, Franchisee's Manager must attend any or all components of the Initial Management Training Program at Franchisee's expense, which may include attendance fees. Franchisee accepts full responsibility for, and shall be fully liable to, Franchisor for the acts and omissions of any and all agents, employees or third persons working for or with Franchisee. Franchisee shall ensure that its agents, employees and all third party business affiliates observe and adhere to all applicable terms, conditions and restrictions contained in this Agreement and in the Manual, including but not limited to, quality and service standards, confidentiality, works made for hire, non-compete and the agreement to return all Franchisor proprietary and confidential information. Any breach of a term or condition contained in this Agreement by an agent, employee or third party working for Franchisee shall be deemed to be the same as a direct breach by Franchisee and its Principals, and Franchisor shall have all the same rights and remedies as if the breach occurred through the direct acts or omissions of the Franchisee and/or its named Principals.

11.4.2 Franchisee shall promptly notify Franchisor when any employee, agent or third party affiliate previously granted access to Franchisor's proprietary or confidential information

ceases to be employed or affiliated with Franchisee, so that any and all access rights to Franchisor proprietary or confidential information may be terminated and all such materials returned to Franchisor. Any failure by Franchisee to comply with the requirements of this Section shall be deemed a material event of default under this Agreement.

11.4.3 If, at any time during this Agreement, Franchisee can no longer personally supervise the Franchised Business in accordance with this Agreement, Franchisee shall promptly notify Franchisor and, with Franchisor's consent, which Franchisor's may withhold in its sole discretion, designate a replacement manager. Franchisor, in Franchisor's sole discretion, may provide interim management support and charge Franchisee an interim management support fee, at the then-current rate, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, until an approved replacement manager is properly trained or certified in accordance with Franchisor's requirements.

11.5 Legal Compliance. Franchisee shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business. Such laws, rules and regulations shall include, without limitation, licenses to do business, fictitious name registrations, sales and other tax permits, fire and police department clearances, Americans With Disability Act compliance, health permits, any permits, certificates or licenses required by any health care or environmental federal, state or local law, rule or regulation and any other requirement, rule, law or regulation of any federal, state or local jurisdiction.

11.6 Claims and Potential Claims. Franchisee shall notify Franchisor in writing within three (3) days of any incident or injury that could lead to, or the actual commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which in any way relating to or affecting the operation or financial condition of the Franchised Business. Any and all media inquiries concerning the Franchised Business or Franchised Business location, including, but not limited to, the business operation and incidents and occurrences related to a client or employee, shall be referred to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium, except as directed by Franchisor.

11.7 Assignment of Numbers and Listings. Franchisee shall execute such documents, included as Attachment 7 hereof, as Franchisor deems necessary to appoint Franchisor its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to Franchisor, Franchisee's telephone numbers and listings; and provide Franchisor with passwords and administrator rights for all email and social media accounts used or created by Franchisee. Upon the expiration or termination of this Agreement, Franchisor may exercise its authority, pursuant to such documents, to obtain any and all of Franchisee's rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all Internet listings, domain names, Internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business.

11.8 Access to Tax Filings. Upon execution of this Agreement, and at any time thereafter upon Franchisor's request, Franchisee shall execute such forms and documents as Franchisor deems necessary, to appoint Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by Franchisee with any state or federal taxing authority.

11.9 Continuing Obligation. Franchisee and each Principal acknowledge and agree that the representations, warranties and covenants set forth in this Article 11 are continuing obligations of Franchisee and each Principal, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and each Principal shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties and covenants.

12. FRANCHISEE'S OPERATIONS

12.1. Operation of Franchised Business. In order to maintain the highest degree of quality and service on a uniform System-wide basis, Franchisee shall operate the Franchised Business in conformity with the methods, standards and specifications prescribed by Franchisor. Franchisee agrees to comply with the Manual, as it is modified from time to time, and all directives, rules and procedures specified by Franchisor, and will, among other things:

12.1.1 Maintain and operate the Franchised Business location in good condition and repair and in a proper and businesslike manner, using Franchisee's best efforts to maintain a clean, sanitary and respectable atmosphere therein in accordance with System standards, the Manual and all other directives and requirements of Franchisor, and do such redecoration, repairing, refurbishing and restoration as from time to time may be reasonably required to meet System standards and Franchisor's requirements as they may be modified from time to time;

12.1.2 Comply with all applicable governmental laws, ordinances, rules and regulations, specifically including all health care laws, HIPAA, HITECH, False Claims Act, and legal restrictions on the corporate practice of medicine;

12.1.3 Employ sufficient employees as prescribed by Franchisor to operate the Franchised Business at its maximum capacity and efficiency as required by Franchisor. Franchisee may only engage the services of practitioners licensed in the state where the Franchised Business is located to perform medical services at the Franchised Business;

12.1.4 Require all employees to comply with Franchisor's standards for dress and identifying badges, as Franchisor may from time to time reasonably designate, so as to maintain the goodwill and reputation of Franchisor, the System and the Marks;

12.1.5 Employ only qualified individuals, who are trained and licensed as required by Franchisor and who will at all times conduct themselves in a competent and courteous manner in accordance with this Agreement and the image and reputation of the System. Franchisee shall use its best efforts to insure that Franchisee's employees maintain a neat and clean appearance and render competent and courteous service to Franchisee's clients. Franchisee acknowledges and agrees that poorly trained employees, sloppy or unclean appearances and incompetent or discourteous service are extremely damaging to the goodwill of the System and the Marks and are a material default of this Agreement;

12.1.6 Permit Franchisor or its agents, to inspect the Franchised Business location and any services, products or equipment, to determine whether they meet Franchisor's then-current standards, specifications and requirements. In addition to any other remedies Franchisor may have, Franchisee shall reimburse Franchisor for Franchisor's inspection costs of any item that does not conform to the System standards and specifications;

12.1.7 Prominently display signage in and upon the Franchised Business location using the Marks and/or other advertising and/or signs of such nature, form, color, number, location and size, and containing such material, as Franchisor may from time to time reasonably direct or approve in writing. Franchisee shall not display any signage upon the Franchised Business location or elsewhere of any kind to which Franchisor reasonably objects, including signs and advertising media which have been outdated. Upon giving Franchisee notice of 16argaition to same or upon termination hereof, Franchisor may at any time enter upon the Franchised Business location or elsewhere and remove any objectionable or non-approved signs or advertising media and keep or destroy same without paying therefor or without being deemed guilty of trespass or any other tort;

12.1.8 Conduct all advertising programs in a manner consistent with Franchisor's standards and specifications, in a manner satisfactory to Franchisor and that will not detract from the reputation of the System or the Marks.

12.2. Bookkeeping and Reports.

12.2.1 Franchisee agrees to keep and maintain complete and accurate books and records of its transactions and business operations using the accounting procedures specified by Franchisor. Franchisee agrees to purchase the Computer Systems specified in Section 12.3 to maintain the records and accounts of the Franchisee to the standards of the Franchisor.

12.2.2 Within thirty (30) days after the close of each calendar quarter and within ninety (90) days after the close of each fiscal year, Franchisee will furnish Franchisor a full and complete written statement of income and expense and a profit and loss statement for the operation of the Franchised Business during said period, together with a balance sheet for the Franchised Business, all of which shall be prepared in accordance with generally accepted accounting principles and practice. Franchisee's annual statements and balance sheets shall be prepared by an independent certified public accountant and certified to be correct.

12.2.3 The financial statements required hereunder shall be in such form and contain such information as Franchisor may from time to time reasonably designate.

12.2.4 Franchisor reserves the right to require Franchisee to engage the services of a third-party accounting services firm, designated and approved by Franchisor, in the event that (i) Franchisee fails to keep books and records in accordance with Franchisor's standards or (ii) Franchisor, in its sole discretion, determines that use of a third-party accounting services firm by all System franchisees is beneficial to the System.

12.2.5. Franchisor shall have the right at all reasonable times to examine, at its expense, Franchisee's books, records, and tax returns. If Franchisor's examination finds that any Gross Revenue Report was understated by two percent (2%) or more, Franchisee shall reimburse Franchisor for the cost of such examination and pay the Franchisor the amounts due together with interest thereon at the rate provided herein. Such understatement may be considered a material default hereunder. Two (2) such understatements during the term of this Agreement may, at the option of Franchisor, be considered an incurable default and thereby subject to termination as provided herein.

12.3. Computer Systems.

12.3.1. Franchisee, at Franchisee's sole expense, shall install and maintain the Computer System and other computer hardware and software Franchisor requires for the operation of the Franchised Business and shall follow the procedures related thereto that Franchisor specifies in the Manual or otherwise in writing.

12.3.2. Franchisor may require Franchisee, at Franchisee's sole expense, to install and maintain systems and web-based payment processing and bookkeeping accounts that permit Franchisor to independently and electronically access and retrieve any information stored in Franchisee's Computer System and accounts, including, without limitation, information concerning Gross Revenue. Upon Franchisor's request, Franchisee shall execute such documents as Franchisor deems necessary to permit Franchisor to independently and electronically access and retrieve all information stored on Franchisee's Computer System, other systems and web-based payment processing and bookkeeping accounts.

12.3.3 Subject to applicable law, Franchisee shall provide Franchisor, upon Franchisor's request, access to all client data stored in Franchisee's Computer System, or otherwise collected by Franchisee.

12.3.4 Franchisor may require Franchisee, at Franchisee's sole expense, to enter into software license agreements in the form that Franchisor requires for software Franchisor develops or acquires for use in the System.

12.3.5 Franchisee shall have and maintain adequate hardware and software in order to access the Internet at the speed required by Franchisor from time to time. Franchisee shall utilize the electronic mail account provided by Franchisor. Franchisee shall promptly read and respond to all electronic mail related to the Franchised Business no less often than on a daily basis and shall accept and acknowledge receipt of all electronic mail sent by Franchisor. Franchisee shall not establish any website or other listing on the Internet except as provided and specifically permitted herein.

12.3.6 Franchisor has established a website that provides information about the System and the services and products offered by the B12 LOVE System (the "Website"). Franchisor has sole discretion and control over the Website. Franchisor shall include a listing on its Website linking Franchisee's Franchised Business location. Franchisee has no ownership or other proprietary rights to Franchisor's website and Franchisee will lose all rights to such link to Franchisee's location upon expiration or termination of this Agreement for any reason.

12.3.7 In addition to Franchisee's obligation pursuant to Section 6.6 hereof, Franchisee shall pay all other fees and expenses for technology required by this Agreement, including but not limited to, the costs of computer hardware and software, regularly recurring fees for software and Internet access, license fees, help desk fees, and licensing or user-based fees for e-mail addresses, a franchise portal or a benchmarking platform.

12.4 Safety and Security. Franchisee is solely responsible for the safe and secure operation of the Franchised Business and the services provided thereby for Franchisee, Franchisee's personnel, clients, agents and the general public. All matters of safety and security are within Franchisee's discretion and control, and Franchisee's indemnification obligations set forth in Section 15.6 hereof shall apply to any claims made against Franchisor regarding safety or security.

12.5 Prices. Subject to applicable law, Franchisor may from time to time offer guidance with respect to the sales price for services and products. Franchisee is in no way bound to adhere to any such recommended or suggested price. Franchisee shall have the right to provide services and sell products at any price that Franchisee may determine. If Franchisee elects to offer for sale services and products at any price recommended by Franchisor, Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering such services or products at the recommended price will enhance Franchisee's sales or profits.

12.6 Unapproved Item/Suppliers. If Franchisee desires to purchase, lease or use any unapproved equipment, product, or service or to purchase, lease or use any equipment, product or service from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval prior to utilizing such product, service or supplier. Franchisee shall not purchase or lease any item or use any supplier until and unless such item or supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities and to test or otherwise evaluate samples from the supplier. Franchisor reserves the right to charge Franchisee a fee equal to the actual cost and expense for inspection and testing. Franchisor shall notify Franchisee whether Franchisor approves or disapproves of the proposed item or supplier within fifteen (15) days after Franchisor receives all required information to evaluate the product, service or supplier. Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular item or supplier.

12.7 External Quality Assurance Services. Franchisor reserves the right to establish quality assurance programs conducted by third-party providers, including, but not limited to, customer satisfaction surveys and periodic quality assurance audits ("Quality Review Services"). Upon Franchisor's request and at Franchisee's sole cost and expense, Franchisee shall subscribe, to any such third-party provider for Quality Review Services to monitor the operations of the Franchised Business as directed by Franchisor.

12.8 Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement and this Section 12 in particular, Franchisee acknowledges and agrees that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary performance standards for some franchisees based upon the peculiarities and characteristics of the particular site or circumstance, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the18argainsful operation of such particular franchise business. Franchisor has full rights to vary standard specifications and practices for any other franchisee at any time without giving Franchisee comparable rights. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation.

13. ADVERTISING, PROMOTIONS AND RELATED FEES

13.1 Advertising Programs. Franchisor may from time to time develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all Franchised Businesses operating under the System. Franchisee shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor from time to time for each program. In all aspects of these programs,

including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor, as modified from time to time, shall be final and binding upon Franchisee.

13.2 Local Advertising.

13.2.1 In addition to the ongoing advertising contributions set forth herein, and following the expenditures set forth in Section 13.2.3 below, Franchisee is required to spend a minimum of Five Hundred Dollars ($500) per month on advertising for the Franchised Business in the Territory ("Local Advertising"). Franchisor may require Franchisee to participate in a regional advertising cooperative, as described in Section 13.4, and in such event, Franchisee's Local Advertising Requirement shall be reduced by the amount Franchisee pays to a regional advertising cooperative.

13.2.2 Within ten (10) business days of Franchisor's request, Franchisee shall provide a quarterly expenditure report accurately reflecting Franchisee's Local Advertising expenditures for the preceding quarterly period. The following costs and expenditures incurred by Franchisee shall ***not*** be included in Franchisee's expenditures on Local Advertising for purposes of this Section, unless approved in advance by Franchisor in writing: (i) incentive programs for employees or agents of Franchisee; (ii) research expenditures; (iii) salaries and expenses of any of Franchisee's personnel to attend advertising meetings, workshops or other marketing activities; (iv) charitable, political or other contributions or donations.

13.2.3 In addition to the requirements of Section 13.2.1, Franchisee is required to hold a grand opening marketing and advertising event to promote the opening of the Franchised Business by spending a minimum of Five Thousand Dollars ($5,000) on such event. Franchisee shall conduct Franchisee's grand opening event in accordance with plans approved by Franchisor pursuant to Section 13.3.

13.3 System Marketing Fund.

13.3.1 Franchisor has established a national System Marketing Fund (the "System Marketing Fund") on behalf of the System for national advertising and marketing. Franchisee is required to contribute the greater of One Thousand Dollars ($1,000) or Two Percent (2%) of gross revenue per month to the System Marketing Fund ("System Marketing Fund Contribution"). Payments will be made in the same manner and time as the Royalty Fees.

13.3.2 Franchisor shall direct all advertising and marketing programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the System Marketing Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Franchised Businesses operating under the System.

13.3.3 Franchisor may, but has no obligation to, contribute to the System Marketing Fund on the same basis as Franchisee with respect to B12 LOVE outlets operated by Franchisor or Franchisor's affiliates.

13.3.4 Franchisor may use the System Marketing Fund to satisfy any and all costs of developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns,

sales and marketing seminars and training programs of every kind and nature, through media now existing or hereafter developed (including, without limitation, the cost of television, radio, magazine, social media, newspaper and electronic advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; conducting marketing research, employing advertising agencies to assist therein; developing, enhancing and maintaining the Website; and personnel and other departmental costs for advertising that Franchisor internally administers or prepares).

13.3.5 The System Marketing Fund will be operated solely as a conduit for collecting and expending the advertising contributions for the System. The System Marketing Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable administrative costs and overhead that Franchisor may incur in activities related to the administration and direction of the System Marketing Fund and such costs and expenses pursuant Section 13.3.4. The System Marketing Fund and its earnings shall not otherwise inure to Franchisor's benefit.

13.3.6 Franchisor will prepare an unaudited annual statement of the System Marketing Fund's operations and will make it available to Franchisee upon request. In administering the System Marketing Fund, Franchisor undertakes no obligation to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the production or placement of advertising.

13.3.7 Although the System Marketing Fund is intended to be of perpetual duration, Franchisor may terminate it at any time and for any reason or no reason. Franchisor will not terminate the System Marketing Fund, however, until all monies in the System Marketing Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

13.4 Regional Advertising. Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor requests to become a member of the cooperative according to the terms of the documents. If Franchisor establishes a regional cooperative, Franchisee agrees to contribute amounts Franchisor requires, in addition to required System Marketing Fund Contributions.

13.5 Advertising Council. Franchisor has the right to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, Franchisor will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance, and location profitability. Franchisor reserves the right to change or dissolve the council at any time.

13.6 Directory Listings. At Franchisee's sole cost and expense, Franchisee must list the Franchised Business in local business directories, including, but not limited to, listings on Internet search engines. If feasible, and with Franchisor's prior written approval, Franchisee may do cooperative listings with other System franchisees. Franchisee may maintain a business profile on Facebook, X, LinkedIn, YouTube or any other social media and/or networking site without Franchisor's prior written approval providing that Franchisee's use of such profiles is in strict accordance with Franchisor's requirements.

13.7 Approval of Advertising. All advertising and promotion by Franchisee, in any medium, shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manual or otherwise. Franchisee shall submit to Franchisor for its approval samples of all advertising, press releases, promotional plans and materials and public relations programs that Franchisee desires to use, including, without limitation, any materials in digital, electronic or computerized form, or in any form of media now or hereafter developed that have not been either provided or previously approved by Franchisor. Franchisor shall approve or disapprove such plans and materials within ten (10) business days of Franchisor's receipt thereof. If Franchisor fails to respond to Franchisee's submission within ten (10) business days, such plans and materials shall be deemed "disapproved". Franchisee shall not use such unapproved plans or materials until they have been approved by Franchisor in writing, and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Any advertising, marketing or sales concepts, programs or materials proposed or developed by Franchisee for the B12 LOVE brand and approved by Franchisor may be used by other System franchisees without any compensation to Franchisee.

14. INTELLECTUAL PROPERTY

14.1 Ownership.

14.1.1 Franchisee expressly understands and acknowledges that our CEO, Dr. Shannon Gallegos ("Licensor") is the record owner of the Marks. Franchisor holds the exclusive right to license the Marks to franchisees of the System for use pursuant to the System. Franchisee further expressly understands and acknowledges that Franchisor and/or Licensor claims copyrights on certain material used in the System, including but not limited to its website, documents, advertisements, promotional materials and the Manual, whether or not Franchisor has filed for copyrights thereto with the U.S. Copyright Office. The Marks and copyrights, along with Franchisor's trade secrets, service marks, trade dress and proprietary systems are hereafter collectively referred to as the "Intellectual Property".

14.1.2 As between Franchisor and Franchisee, Licensor and Franchisor are the owner of all right, title and interest in and to the Intellectual Property and the goodwill associated with and symbolized by them.

14.2 No Interference. Neither Franchisee nor any Principal shall take any action that would prejudice or interfere with the validity of Franchisor's or Licensor's rights with respect to the Intellectual Property. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Intellectual Property or any of Franchisor's or Licensor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Intellectual Property and the System in accordance with the terms and conditions of this Agreement for the operation of a Franchised Business and only at or from the Franchised Business location or in approved advertising related to the Franchised Business.

14.3 Goodwill. Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Intellectual Property and the System shall inure solely and exclusively to the benefit of Franchisor and Licensor, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Intellectual Property.

14.4 Validity. Franchisee shall not contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property or assist others to contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property.

14.5 Infringement. Franchisee acknowledges that any unauthorized use of the Intellectual Property shall constitute an infringement of Franchisor's or Licensor's rights in the Intellectual Property and a material event of default hereunder. Franchisee shall provide Franchisor or Licensor with all assignments, affidavits, documents, information and assistance Franchisor or Licensor reasonably requests to fully vest in Franchisor or Licensor all such rights, title and interest in and to the Intellectual Property, including all such items as are reasonably requested by Franchisor or Licensor to register, maintain and enforce such rights in the Intellectual Property.

14.6 Substitution. Franchisor reserves the right to substitute different Marks for use in identifying the System and the Franchised Business, if it in its sole discretion, determines that substitution of different Marks will be beneficial to the System. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any additions, modifications, substitutions or discontinuation of the Marks. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

14.7 Franchisee's Use of the Intellectual Property. With respect to Franchisee's use of the Intellectual Property pursuant to this Agreement, Franchisee further agrees that:

14.7.1 Unless otherwise authorized or required by Franchisor, Franchisee shall advertise the Franchised Business only under the Marks "B12 LOVE" and logo set forth on Attachment 1. Franchisee shall not use the Marks as part of its corporate or other legal name. All fictitious names used by Franchisee shall bear the designation "a franchisee of B12 LOVE Holdings, LLC".

14.7.2 Franchisee shall identify itself as the owner of the Franchised Business and as an independent B12 LOVE franchisee in conjunction with any use of the Intellectual Property, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business as Franchisor may designate in writing.

14.7.3 Franchisee shall not use the Intellectual Property to incur any obligation or indebtedness on behalf of Franchisor.

14.7.4 Any item offered by Franchisee that contains the Marks, must be approved by Franchisor in writing prior to being distributed or sold by Franchisee and such approval may be granted or denied in Franchisor's sole and absolute discretion.

14.8 Claims. Franchisee shall notify Franchisor immediately via both email and telephone, of any apparent infringement of or challenge to Franchisee's use of any Intellectual Property and of any claim by any person of any rights in any Intellectual Property. Franchisee shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Intellectual Property. Franchisee agrees to execute

any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Intellectual Property. Franchisor will indemnify and defend Franchisee against and reimburse Franchisee for actual damages (including settlement amounts) for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Intellectual Property that infringes on the rights of any other party, provided that the conduct of Franchisee with respect to such proceeding and use of the Intellectual Property is in full compliance with the terms of this Agreement.

14.9 Franchisor may use and grant franchises and licenses to others to use the Intellectual Property and the System and to establish, develop and franchise other systems, different from the System licensed to Franchisee herein, without offering or providing Franchisee any rights in, to or under such other systems and Franchisor may modify or change, in whole or in part, any aspect of the Intellectual Property or the System, so long as Franchisee's rights thereto are in no way materially harmed thereby.

14.10 Franchisee shall not register or attempt to register the Intellectual Property in Franchisee's name or that of any other person, firm, entity or corporation.

15. INSURANCE AND INDEMNIFICATION

15.1 Procurement. Franchisee shall procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement at Franchisee's sole cost and expense and to Franchisor's sole satisfaction, insurance policies protecting Franchisee and Franchisor, and naming Franchisor, its officers, directors, partners, owners, employees and affiliates as additional insureds as their interests may appear, in the following minimum limits (except as additional coverage and higher policy limits may reasonably be specified from time to time in the Manual or otherwise in writing):

15.1.1 General Liability. Comprehensive general liability insurance, including contractual liability, public liability, broad form property damage, personal injury, product liability, advertising injury, completed operations and independent contractors coverage, and fire damage coverage in the amount of at least Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) in the aggregate;

15.1.2 Professional Liability. Professional liability insurance, due to errors and omissions in the performance of services pursuant to this Agreement in the amounts required by state law of the state in which the Franchised Business is located;

15.1.3 Employment. Worker's compensation coverage in the limits required by state law, employer's liability insurance, including coverage for physical/sexual abuse, in the amount of One Million Dollars ($ 1,000,000.00) per incident, and a commercial crime bond of at least ten thousand dollars ($10,000.00), shall be carried on all of Franchisee's employees, as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated;

15.1.4 Property. Fire, vandalism and extended coverage insurance with primary and excess limits of not less than the full replacement value of the equipment, furniture, fixtures and inventory.

15.1.5 Business. Business interruption insurance for a minimum of twelve (12) months, in an amount necessary to satisfy Franchisee's obligations under this Agreement and the lease for the Franchised Business location.

15.1.6 Automobile Insurance. Prior to operation of any vehicle on behalf of the Franchised Business, Franchisee must obtain comprehensive automobile liability insurance in the amount of at least a combined single limit for bodily and property damage of One Million Dollars ($1,000,000.00), or greater if required by state law.

15.2 Evidence of Insurance. Franchisee shall deliver to, and maintain at all times with Franchisor, current Certificates of Insurance evidencing the existence and continuation of the required coverages. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder.

15.3 Failure to Procure. If, for any reason, Franchisee should fail to procure or maintain the insurance required by this Agreement as revised from time to time for all franchisees by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge Franchisee for the cost thereof together with a reasonable fee for Franchisor's expenses in so acting, including all attorneys' fees. Franchisee shall pay Franchisor immediately upon notice by Franchisor to Franchisee that Franchisor has undertaken such action and the cost thereof.

15.4 Increase in Coverage**.** The levels and types of insurance stated herein are minimum requirements. Franchisor reserves the right to raise the required minimum requirements for any type of insurance or add additional types of insurance requirements as Franchisor deems reasonably prudent to require. Within thirty (30) days of any such required new limits or types of coverage, Franchisee must submit proof to Franchisor of Franchisee's coverage pursuant to Franchisor's requirements.

15.5 Additional Insured. All required insurance policies shall name Franchisor and their affiliates and their members, officers, agents and employees as additional insureds as their interests may appear, on a primary, noncontributory basis, and shall contain a waiver of rights of subrogation against Franchisor. All public liability policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss caused by Franchisee or Franchisee's servants, agents or employees.

15.6 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS B12 LOVE HOLDINGS, LLC, B12 LOVE, PLLC, AND ANY OF EITHER'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES (COLLECTIVELY REFERRED TO AS THE "B12 LOVE INDEMNITEES") AS WELL AS THE B12 LOVE INDEMNITEES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES, FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE OPERATION, CONDITION, OR ANY PART OF FRANCHISEE'S B12 LOVE FRANCHISE, THE FRANCHISED BUSINESS, THE SERVICES OR PRODUCTS, THE PREMISES, OR ANY ASPECT OF THE REAL ESTATE CONNECTED TO FRANCHISEE'S FRANCHISED BUSINESS, WHETHER CAUSED BY FRANCHISEE, FRANCHISEE'S AGENTS OR EMPLOYEES, OR ARISING FROM FRANCHISEE'S ADVERTISING OR BUSINESS PRACTICES, REGARDLESS OF WHETHER THE ALLEGED INJURY OR LIABILITY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE

B12 LOVE INDEMNITEES. FRANCHISEE AGREES TO PAY FOR ALL THE B12 LOVE INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY FRANCHISEE HEREUNDER. THE B12 LOVE INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE B12 LOVE INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. FRANCHISEE AGREES THAT TO HOLD THE B12 LOVE INDEMNITEES HARMLESS, FRANCHSIEE WILL REIMBURSE THE B12 LOVE INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE B12 LOVE INDEMNITEES.

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16. TRANSFERS

16.1. Transfers by Franchisor.

16.1.1 Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation or other entity, without Franchisee's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

16.1.2 Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Franchisee acknowledges may be within the Territory or, proximate thereto). However, Franchisor represents that it will not convert any such acquired businesses and/or facilities that are operating within the Territory to a B12 LOVE franchise during the Term of this Agreement.

16.1.3 If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the dermatology business or to offer or sell any products or services to Franchisee.

16.2 Restrictions on Transfers by Franchisee. Franchisee's rights and duties under this Agreement are personal to Franchisee as it is organized and with the Principals of the business as they exist on the date of execution of this Agreement, and Franchisor has made this Agreement with Franchisee in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Franchisee. Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

16.3 Transfers by Franchisee. Franchisee shall not directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right or interest herein or hereunder, the Franchise, the Franchised Business or any assets thereof (except in the ordinary course of business) or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law (a "Transfer"), unless it first obtains the written consent of Franchisor . A transfer of any stock in the Franchisee if it is a corporation or a transfer of any ownership rights in Franchisee if it is a partnership, a limited liability company or limited partnership shall be considered a Transfer restricted hereunder. If Franchisee has complied fully with this Agreement and subject to Franchisor's Right of First Refusal set forth in Section 16.6, Franchisor will not unreasonably withhold its consent of a Transfer that meets the following requirements:

16.3.1 The proposed transferee and all its principals must have the demeanor, and be individuals of good character, and otherwise meet Franchisor's then-applicable standards for franchisees.

16.3.2 The transferee must have sufficient business experience, aptitude and financial resources to operate the Franchised Business and to comply with this Agreement;

16.3.3 The transferee has agreed to complete Franchisor's Initial Management Training Program to Franchisor's satisfaction;

16.3.4 Franchisee has paid all amounts owed to Franchisor and third-party creditors;

16.3.5 The transferee has executed Franchisor's then-standard form of Franchise Agreement, which may have terms and conditions different from this Agreement, except that the transferee shall not be required to pay the Initial Franchise Fee;

16.3.6 Franchisee and the transferee and each of Franchisee's and the transferee's Principals shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. Franchisee will agree to subordinate any claims Franchisee may have against the transferee to Franchisor, and indemnify Franchisor against all claims brought against Franchisor by the transferee for a period of one (1) year following the transfer;

16.3.7 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the Franchised Business's operation. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Franchise on such terms and conditions.

Franchisee shall provide Franchisor all proposed transfer documents for Franchisor's review at least thirty (30) days prior to a closing of the proposed Transfer;

16.3.8 If Franchisee or any Principal finances any part of the sale price of the Transfer, Franchisee or its Principal have agreed that all obligations of the transferee under any notes, agreements or security interests to Franchisee or its Principal will be subordinate to the transferee's obligations to Franchisor; and

16.3.9 If consent is required, the lessor of the Franchised Business's premises consents to the assignment or further sublet of the premises to the transferee.

16.4 Transfer Fee. As a condition to any Transfer, Franchisee shall pay Franchisor a transfer fee of Twenty Thousand Dollars ($20,000).

16.5 Entity Formation Documents. The By-Laws of a corporation or Operating Agreement of a limited liability company of a Franchisee that is an entity must state that (i) the issuance and assignment of any interest in Franchisee are restricted by this Article 16; (ii) Franchisee may conduct no business except the operation of a Franchised Business pursuant to the terms of this Agreement; (iii) transfers of interests in Franchisee are subject to the terms of this Agreement governing transfers; and (iv) stock or member certificates will contain a legend so indicating.

16.6 Franchisor 's Right of First Refusal.

16.6.1 If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or if a Principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer to purchase such interest, then Franchisee or such Principal shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

16.6.2 Franchisor has the right, exercisable by written notice to Franchisee within thirty (30) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement and the Franchised Business or the Principal's interest in Franchisee for the price and on the terms and conditions contained in the offer, subject to Section 16.6.3.

16.6.3 Franchisee further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (vi) Franchisor will have at least sixty (60) days to close the purchase; and (v) Franchisor will be entitled to receive from the Franchisee all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable.

16.6.4 If Franchisor does not exercise its right to buy within thirty (30) days, Franchisee may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor's prior written approval pursuant to Section 16.3 hereof. However, if (i) the sale to the transferee is not completed within one hundred twenty (120) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

16.7 Death or Permanent Disability. The grant of rights under this Agreement is personal to Franchisee, and on the death or permanent disability of Franchisee or any of Franchisee's Principals, as the case may be, the Franchise granted by this Agreement will terminate, unless prohibited by applicable law. If prohibited by applicable law, the executor, administrator, conservator or other personal representative of Franchisee or Franchisee's Principal, as the case may be, will transfer Franchisee's or Franchisee's Principal's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 16.7, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 16 and unless transferred by gift, devise or inheritance, subject to the terms of Section 16.6 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six (6)-month period from its onset.

Immediately after the death or permanent disability of such person, or while the Franchise is owned by an executor, administrator, guardian, personal representative or trustee of that person, the Franchised Business shall be supervised by an interim successor manager satisfactory to Franchisor, or Franchisor, in its sole discretion, may provide interim management at Franchisor's then-current rates during the term of interim management, plus all travel related and other expenses, pending transfer of the Franchise to the deceased or disabled individual's lawful heirs or successors.

16.8 Effect of Consent to Transfer. Franchisor's consent to a Transfer will not waive any claims Franchisor may have against the Franchisee or any Franchisee's Principals nor waive its right to demand that the transferee comply strictly with this Agreement.

16.9 Security Interests to Lender. If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the assets of the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions.

17. DEFAULTS

17.1 Default and Automatic Termination. Franchisee shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment

remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days.

17.2 Defaults with No Opportunity to Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.2.1 fails to obtain all required licenses and permits before opening, identify a mutually acceptable location or open the Franchised Business within the time and in the manner specified in Article 8.

17.2.2 falsifies any report required to be furnished Franchisor hereunder;

17.2.3 ceases to operate the Franchised Business for a period of five (5) days or more;

17.2.4 fails to comply with any federal, state or local law, rule or regulation, applicable to the operation of the Franchised Business, including, but not limited to, the failure to comply with all applicable health care laws and the failure to pay taxes;

17.2.5 understates Gross Revenue on two (2) occasions or more, whether or not cured on any or all of those occasions;

17.2.6 fails to comply with the covenants in Article 15;

17.2.7 permits a Transfer in violation of the provisions of Article 16 of this Agreement;

17.2.8 fails, or Franchisee's legal representative fails, to transfer the interests in this Agreement and the Franchised Business upon death or permanent disability of Franchisee or any Principal of Franchisee as required by Section 16.7.

17.2.9 has misrepresented or omitted material facts in applying for the Franchise;

17.2.10 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or does anything to harm the reputation of the System or the goodwill associated with the Marks;

17.2.11 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

17.2.12 conceals revenues, knowingly maintains false books or records, or knowingly submits any false reports;

17.2.13 creates a threat or danger to public health or safety from operation of the Franchised Business;

17.2.14 refuses to permit Franchisor to inspect or audit Franchisee's books or records;

17.2.15 makes any unauthorized use of the Marks or copyrighted material or any unauthorized use or disclosure of Confidential Information (as defined in Section 19.2);

17.2.16 fails to comply with the non-competition covenants in Section 19.5;

17.2.17 defaults in the performance of Franchisee's obligations under this Agreement three (3) or more times during the term of this Agreement or any renewals or has been given at least two (2) notices of default in any consecutive twelve (12)–month period, whether or not the defaults have been corrected;

17.2.18 has insufficient funds to honor a check or electronic funds transfer two (2) or more times within any consecutive twelve (12)-month period;

17.2.19 defaults, or an affiliate of Franchisee defaults, under any other agreement, including any other franchise agreement, with Franchisor or any of its affiliates, or suppliers and does not cure such default within the time period provided in such other agreement;

17.2.20 fails, for a period of three (3) days after notification of noncompliance,t o cure any violation of federal, state or local law or regulations applicable to the operation of the Franchised Business, including, without limitation, the Americans with Disabilities Act, Federal or State False Claims Act, HIPAA, Federal or State "STARK" or "Anti-Kickback" statutes or state licensure regulations;

17.2.21 if Franchisor determines, in its sole discretion, that continued operation of the Franchised Business by Franchisee will result in imminent danger to public health or safety; or

17.2.22 terminates this Agreement without cause.

17.3 Curable Defaults. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Franchisee fails to cure the default within the time period set forth in this Section 17.3, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.3.1 fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within five (5) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the third such late payment in any twelve (12)–month period shall be a non-curable default under Sections 17.2.17 and/or 17.2.18;

17.3.2 fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 17.1 and 17.2 for which there is no opportunity to cure) and such default shall continue for five (5) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said five (5)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Franchisee proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) – month period shall be a non-curable default under Section 17.2.17.

17.4 Franchisor's Cure of Franchisee's Defaults. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor may, but has no obligation to:

17.4.1 effect a cure on Franchisee's behalf and at Franchisee's expense, and Franchisee shall immediately pay Franchisor the costs incurred by Franchisor upon demand; or

17.4.2 exercise complete authority with respect to the operation of the Franchised Business until such time as Franchisor determines that the default of Franchisee has been cured and that Franchisee is complying with the requirements of this Agreement. Franchisee specifically agrees that a designated representative of Franchisor may take over, control and operate the Franchised Business. In addition to all other fees paid under this Agreement, Franchisee shall pay Franchisor at Franchisor's then-current rates for interim management, plus all travel related and other expenses, during Franchisor's operation thereof as compensation therefor. Further, Franchisee shall reimburse Franchisor for the full compensation paid to such representative including the cost of all fringe benefits plus all travel expenses, lodging, meals and other expenses reasonably incurred by such representative until the default has been cured and Franchisee is complying with the terms of this Agreement.

17.5 Notice to Suppliers. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor reserves the right with five (5) days' prior written notice to Franchisee, to direct suppliers to stop furnishing any and all products and supplies, including, but not limited to products sold under Franchisor's discounted pricing schedules, until such time as Franchisee's default is cured. In no event shall Franchisee have recourse against Franchisor for loss of revenue, customer goodwill, profits or other business arising from Franchisor's actions and the actions of suppliers.

18. POST-TERMINATION

18.1 Franchisee's Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Franchisee shall immediately terminate and Franchisee and each Principal, if any, shall:

18.1.1 immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly identify himself, herself or itself as a current B12 LOVE owner, franchisee or licensee;

18.1.2 immediately and permanently cease to use the Marks, any imitation of any Mark, Franchisor's copyrighted material or other intellectual property, confidential or proprietary material or indicia of the Franchised Business, or use any trade name, trade or service mark or other commercial symbol that suggests an association with Franchisor, Licensor, or the System. In particular, Franchisee shall cease to use, without limitation, all signs, banners, advertising materials, displays, stationery, forms and any other articles, which display the Marks;

18.1.3 take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Mark or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence of compliance with this obligation which is satisfactory to Franchisor, within five (5) days after termination or expiration of this Agreement;

18.1.4 promptly pay all sums owing to Franchisor and its affiliates. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default by Franchisee. The payment obligation herein shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and located at the Franchised Business location at the time of default;

18.1.5 pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement that survive its termination;

18.1.6 immediately deliver at Franchisee's sole cost and expense, to Franchisor the Manual and all records, files, instructions, correspondence, invoices, agreements, all confidential, proprietary and copyrighted material and all other materials related to operation of the Franchised Business, including but not limited to client lists and records, subject to applicable law, (all of which are acknowledged to be Franchisor's property), delete all electronic copies and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that Franchisee reasonably needs for compliance with any provision of law;

18.1.7 make such modifications and alterations to the Franchised Business location that are necessary or that Franchisor requires to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or any third party at the Franchised Business location premises; provided, however, that this subsection shall not apply if the Franchised Business is transferred to an approved transferee or if Franchisor assumes the premises;

18.1.8 comply with the non-disclosure and non-competition covenants contained in Article 19; and

18.1.9 provide satisfactory evidence of compliance with the above obligations within thirty (30) days after the effective date of the termination or expiration of this Agreement.

18.2 Right to Purchase.

18.2.1 Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the furnishings, equipment (including any part of the Computer System), signs, fixtures, advertising materials, supplies, and inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less. Franchisor shall purchase Franchisee's assets free and clear of any liens, charges, encumbrances or security interests and Franchisor shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise its option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment

therefor and shall pay the remaining amount in cash. Closing of the purchase shall take place no later than thirty (30) days after determination of the fair market value.

18.2.2 With respect to the option described in Section 18.2.1, Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the assets being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.2.3 Franchisor shall be entitled to assign any and all of its option in Section 18.2.1 to any other party, without the consent of Franchisee.

18.3 Assignment of Telephone Numbers. Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related public directory listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time, to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor any and all social media and internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents that may have been executed by Franchisee under Section 11.6, Franchisee shall provide Franchisor with all passwords and administrative rights, and hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, electronic mail addresses or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

18.4 Survival. The rights and obligations of the parties contained in this Article 18 shall survive the expiration or sooner termination of this Agreement.

19. NON-DISCLOSURE AND NON-COMPETITION COVENANTS

19.1 Operations Manual.

19.1.1 Franchisor has provided to Franchisee, on loan, a current copy of the Manual. The Manual may be in hard copy or made available to Franchisee in digital, electronic or computerized form or in some other form now existing or hereafter developed that would allow Franchisee to view the contents thereof. If the Manual (or any changes thereto) are provided in a form other than physical copy, Franchisee shall pay any and all costs to retrieve, review, use or access the Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall operate all aspects of the Franchised Business in accordance with the Manual, as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Franchisee from time to time, whether or not such directives are included in the Manual, and any other manual and materials created or approved for use in the operation of the Franchised Business.

19.1.2 Franchisee and any and all Principals shall at all times treat the Manual, written directives, and other materials and any other confidential communications or materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article and this Agreement. Franchisee and Franchisee's Principals, if any, shall not divulge and make such materials available to anyone other than those of Franchisee's employees who require the information contained therein to operate the Franchised Business. Franchisee shall, prior to disclosure, fully train and inform its employees on all the restrictions, terms and conditions under which it is permitted to use Franchisor's intellectual, proprietary and confidential information; and shall ensure its employees' compliance with such restrictions, terms and conditions. Franchisee, Franchisee's Principals, and any person working with Franchisee shall agree to not, at any time use, copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent.

19.1.3 The Manual, written directives, and other materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor. Franchisee shall maintain the Manual and all Franchisor's confidential and proprietary materials at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise, and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor. At a minimum, Franchisee shall, in the case of computer and telecommunications networks, use the latest available firewall, encryption and similar technology to prevent unauthorized access. Franchisee shall delete all electronic copies and return and cease using any physical copy of the Manual and other confidential and proprietary materials to Franchisor immediately upon request or upon transfer, termination or expiration of this Agreement.

19.1.4 Franchisor may from time to time revise the contents of the Manual and other materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or changed policy, standard or directive. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall control.

19.1.5 If Franchisee loses, misplaces or otherwise requests a physical copy of the Manual, Franchisor, in its discretion, may provide such physical copy and Franchisee shall pay Franchisor the then-current replacement fee.

19.2 Confidential Information. Franchisee along with Franchisee's Principal(s) acknowledge and accept that during the term of this Agreement Franchisee and Principal(s) will have access to Franchisor's trade secrets, including, but not limited to, methods, processes, vendor partnerships and/or relationships, sales and technical information, costs, pricing, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Neither Franchisee nor any Principal shall, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and,

following the expiration or termination of this Agreement, shall not use for their own benefit, any Confidential Information that may be communicated to Franchisee or any Principal or of which Franchisee or any Principal may be apprised in connection with the operation of the Franchised Business under the terms of this Agreement. Franchisee and Principal(s) shall not divulge and make any Confidential Information available to anyone other than those of Franchisee's employees who require the Confidential Information to operate the Franchised Business and who have themselves entered into confidentiality and non-compete agreements containing the same provisions as contained in this Agreement, in accordance with Section 19.10 hereof. Franchisee and Principal(s) shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent. The covenant in this Section 19.2 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each Principal.

19.3 Protection of Information. Franchisee shall take all steps necessary, at Franchisee's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Franchisee finds that any Confidential Information has been divulged in violation of this Agreement.

19.4 New Concepts. If Franchisee or any Principal develops any new concept, process, product, service, or improvement in the operation or promotion of the Franchised Business ("Improvements"), Franchisee is required to promptly notify Franchisor and provide Franchisor with all related information, processes, products or other improvements, and sign any and all forms, documents and/or papers necessary for Franchisor to obtain full proprietary rights to such Improvements, without compensation and without any claim of ownership or proprietary rights to such Improvements. Franchisee and Principal(s) acknowledge that any such Improvements will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate.

19.5 Noncompetition Covenants. Franchisee and each Principal specifically acknowledge that, pursuant to this Agreement, Franchisee and each Principal will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Franchisee, each Principal and Franchisee's managers and employees. Franchisee and each Principal acknowledge that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Franchisee and each Principal are entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Franchisee and each Principal covenant that, except as otherwise approved in writing by Franchisor:

19.5.1 During the term of this Agreement, Franchisee and each Principal shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any business substantially similar to the System; (iii) seek to employ any person who is at that time employed by Franchisor, or otherwise induce such person to leave his or her employment; (iv) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or (v) in any manner interfere with, disturb, disrupt, decrease or otherwise

jeopardize the business of the Franchisor or any B12 LOVE franchisees or Franchisor-affiliated outlets.

19.5.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Franchisee and Principal(s) shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any business substantially similar to the System within ten (10) miles of the Territory or within ten (10) miles of any B12 LOVE location; (iii) seek to employ any person who is at that time employed by Franchisor, or otherwise induce such person to leave his or her employment; (iv) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or (v) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any B12 LOVE franchisees.

19.6 Reasonableness of Restrictions. Franchisee and each Principal acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on Franchisee or Principal(s) since Franchisee or Principal(s), as the case may be, have other considerable skills, experience and education which afford Franchisee or Principal(s), as the case may be, the opportunity to derive income from other endeavors.

19.7 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Paragraph 19 or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees to forthwith comply with any covenant as so modified.

19.8 Injunctive Relief. Franchisee and each Principal acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee and each Principal hereby consents to the entry of an injunction prohibiting any conduct by Franchisee or any Principal in violation of the terms of the covenants not to compete set forth in this Agreement.

19.9 No Defense. Franchisee and each Principal expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

19.10 Covenants of Employees, Agents and third persons. Franchisee shall require and obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's employment with Franchisee) from all employees, contractors or third persons who will have access to Franchisor's confidential and proprietary information. Such covenants shall be substantially in the form set forth in Attachment 7 as revised and updated from time to time and contained in the Manual.

20. DISPUTE RESOLUTION

20.1 Internal Dispute Resolution. Franchisee shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Attachments hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution. After providing notice as set forth in Section 21.7 below. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

20.2 Mediation. At Franchisor's option, any claim, controversy or dispute that is not resolved pursuant to Section 20.1 hereof shall be submitted to non-binding mediation. Franchisee shall provide Franchisor with written notice of Franchisee's intent to pursue any unresolved claim, controversy or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have thirty (30) days following receipt of Franchisee's notice to exercise Franchisor's option to submit such claim, controversy or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

20.3 Governing Law and Venue. This Agreement is made in, and shall be substantially performed in the State of Delaware. Any claims, controversies, disputes or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the State of Delaware. Franchisee and Principal(s), except where specifically prohibited by law, hereby irrevocably submit themselves to the sole and exclusive jurisdiction of the state and federal courts in Delaware. Franchisee and Principal(s) hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision.

20.4 Mutual Benefit. Franchisee, each Principal and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 20.3 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Each of Franchisee, Principal(s) and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit 37argainn reflected by this Agreement.

20.5 Waiver of Certain Damages. Franchisee and each Principal hereby waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Each of Franchisee and Principal(s) agree that in the event of a dispute, Franchisee and each Principal shall be limited to the recovery of any actual damages sustained.

20.6 Injunctive Relief. Nothing herein contained (including, without limitation, Sections 20.1 through 20.3 above) shall bar Franchisor from the right to obtain immediate injunctive relief from any court of competent jurisdiction against threatened conduct by Franchisee that may cause Franchisor loss

or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

20.7 Limitations of Claims. Any and all claims arising out of or relating to this Agreement or the relationship among the parties will be barred unless a proceeding for relief is commenced within one (1) year from the date on which the party asserting such claim knew or should have known of the facts giving rise to such claims.

20.8 Survival. The provisions of this Article 20 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or a transfer by Franchisee or any Principal of their respective interests in this Agreement.

21. GENERAL

21.1 Independent Contractor. Franchisee is and shall be an independent contractor under this Agreement, and no partnership shall exist between Franchisee and Franchisor. This Agreement does not constitute Franchisee as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Franchisee is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Franchisee agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other franchisees of Franchisor. Pursuant to the above, Franchisee agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorney's fees, or damage Franchisor may suffer as a result of claims, demands, taxes, costs or judgments against Franchisor arising out of any allegation of an agent, partner or employment relationship.

21.2 Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Franchisee (including the individuals executing this Agreement on behalf of the Franchisee entity) and its or their respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Franchisee or Principal(s) in this Agreement or the Franchised Business, except in accordance with Article 16 hereof.

21.3 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

21.4 Entire Agreement. This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Franchisee, except that nothing in this Agreement or in any related agreement is intended to disclaim the representations made to Franchisee in Franchisor's Franchise Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

21.5 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this

Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee and Principal(s) shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Franchisee, if more than one person is so named.

21.6 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

21.7 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified mail or courier, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

21.8 Effect of Waivers. No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Franchisee shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind. Any use by Franchisee of the System or any part thereof at any place other than in the Territory shall not give Franchisee any rights not specifically granted hereunder. Failure to take action to stop such use shall not in any event be considered a waiver of the rights of Franchisor at any time to require Franchisee to restrict said use to the Territory.

21.9 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Articles 17 and 18 shall not discharge or release Franchisee or any Principal from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

21.10 Consent to Do Business Electronically. The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the Commonwealth of Virginia, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement, and by attaching their digital signature, including any DocuSign signature, to the Franchise Agreement, they are executing the document and intending to attach their digital signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on a digital signature, including a DocuSign signature, as the respective party's signature.

21.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

21.12 Survival. Any obligation of Franchisee or any Principal that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or any Principal therein shall be deemed to survive such termination, expiration or transfer.

The parties hereto have executed this Franchise Agreement on the day and year first above written.

FRANCHISOR:

B12 LOVE HOLDINGS, LLC

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ATTACHMENT 1

TRADEMARKS

Marks –

Marks	Serial Number	Filing Date	Register
B12 LOVE NOURISH YOUR LIFE	99099215	March 23, 2025	Principal

ATTACHMENT 2

TERRITORY

Territory (insert map and/or define by zip codes):

Radius = ___ miles

Franchised Business Location:

_____

_____

_____

ATTACHMENT 3

GENERAL RELEASE

_____ ("Franchisee") and its principal(s):

_____

_____

_____

_____

(collectively, "Franchisee's Principal(s)"), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless _____ B12 LOVE Holdings, LLC ("Franchisor"), B12 LOVE, PLLC, their affiliates, and each of their respective officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated _____ between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT.

The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

Executed as of _____, 20___.

FRANCHISEE:

By:_____

_____,_____
(Name, Title)

FRANCHISEES'S PRINCIPAL:

_____

Print Name: _____

_____

Print Name: _____

_____

Print Name: _____

_____

Print Name: _____

ATTACHMENT 4

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned _____ ("Assignor") hereby assigns and transfers to B12 LOVE Holdings, LLC, a Delaware limited liability company with a notice address of 37 Miller Avenue, Mill Valley, CA 94941 ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which shall be attached hereto (the "Lease") respecting premises commonly known as _____. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

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

Upon a default by Assignor under the Lease or under the franchise agreement for a B12 LOVE outlet between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the Premises demised by the Lease, expel Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease.

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

ASSIGNOR:

DATED: _____ By: _____

_____, _____
(Print Name, Title)

DATED: _____ _____

DATED: _____ _____

CONSENT AND AGREEMENT OF LANDLORD

to that Conditional Assignment of Lease from _____ (Assignor) t B12 LOVE Holdings, LLC (Assignee) dated _____ for the property known as _____ _____.

The undersigned Landlord under the aforedescribed Lease further hereby:

(a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

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

(c) Consents to the foregoing Conditional Assignment and agrees that if Assignee takes possession of the Premises demised by the Lease and confirms to Landlord the assumption of the Lease by Assignee as tenant thereunder, Landlord shall recognize Assignee as tenant under the Lease, provided that Assignee cures within the 30-day period the non-monetary defaults, if any, of Assignor under the Lease;

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

(e) Permits Assignee to enter upon the Premises without being guilty of trespass or any other crime or tort to de-identify the Premises as a B12 LOVE outlet if Tenant fails to do so following termination of the Franchise Agreement or Lease, provided that Assignee shall repair any damage caused thereby.

DATED: _____

LANDLORD:

_____

_____

ATTACHMENT 5

ACH AUTHORIZATION

Franchisor Name: **B12 LOVE Holdings, LLC**

I (We) hereby authorize B12 LOVE Holdings, LLC, hereinafter called Franchisor, to initiate debit entries to my (our) Checking Account/Savings Account (Select One) indicated below at the depository financial institution named below, and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law, and that I will be responsible for any banking fees that my institution charges.

Financial Institution Name:_____ Branch: _____

City:_____ State:_____ Zip:_____ Phone: _____

ACH/Routing Number:_____ Account Number: _____
(Nine Digits)

This authorization is to remain in full force and effect until Franchisor has received a written replacement ACH Withdrawal Form notification from me. I (We) understand that revocation of this Authorization Agreement by me (us) may constitute an event of Default under the Franchise Agreement.

I (We) understand that the amount to be withdrawn by Franchisor will not be the same each month and I (We) therefore authorize all monetary transfers pursuant to Articles 6 and 18 of the Franchise Agreement.

_____	_____
Print Franchisee / Account Holder Name	Print Franchisee/Co-Account Holder Name
_____	_____
Franchisee/ Account Holder Signature-Date	Franchisee/Co-Account Holder Signature-Date
_____	_____
Daytime Phone Number	Email Address

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

Please Return Form to:
B12 LOVE Holdings, LLC
37 Miller Avenue
Mill Valley, CA 94941

ATTACHMENT 6

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE/FRANCHISEE ENTITY

Name	Percentage of Ownership

ATTACHMENT 7

INTERNET ADVERTISING, SOCIAL MEDIA AND TELEPHONE ACCOUNT AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA AND TELEPHONE ACCOUNT AGREEMENT (the "Agreement") is made and entered into this day of _____ (the "Effective Date") by and between B12 LOVE Holdings, LLC, a Delaware limited liability company (the "Franchisor"), and _____, a _____ (the "Franchisee").

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a B12 LOVE business ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media accounts, and use telephone listings linked to the B12 LOVE brand.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **Internet Advertising and Telephone Accounts**

2.1 Interest in Web Sites, Social Media Accounts and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet web sites, and the right to hyperlink to certain web sites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, social media companies, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites, Social Media Accounts and other Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites, Social Media Accounts and other Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites, Social Media Accounts

and other Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites, Social Media Accounts and other Listings or will take such other actions with respect to the Internet Web Sites, Social Media Accounts and other Listings as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites, Social Media Accounts and/or other Listings to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Internet Web Sites, Social Media Accounts and/or other Listings;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's Interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's Interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date

Franchisor duly accepted the transfer of such Interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.9 Governing Law. This Internet Listing Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to the application of Delaware conflict of law rules.

-Remainder of Page Intentionally Blank-

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:

B12 LOVE HOLDINGS, LLC

By:_____

_____, _____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ATTACHMENT 8

GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on_____, (the "Effective Date") to B12 LOVE Holdings, LLC, a Delaware limited liability company ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated on or about the Effective Date hereof (the "Franchisee Agreement") with _____, a(n) _____ and _____ (collectively "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty are in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-disclosure and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Sections 19.2, 19.5, 19.6, 19.8 and 19.9 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

_____

Print Name: _____

ATTACHMENT 9

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this _____ day of_____, 20___, by _____ _____, a(n) _____ _____ ("Franchisee"), a franchisee of B12 LOVE Holdings, LLC, a Delaware limited liability company ("Franchisor"), and _____, an individual ("Covenantor") in connection with an Franchise Agreement dated.

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated _____ , 20___ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain trademarks, including, the registered trademark "B12 LOVE" and design mark, and certain proprietary products, services, promotions and methods (the "System") for the establishment and operation of Franchised Business outlets;

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the confidential information, knowledge, know-how, techniques, contents of the B12 LOVE operations manual and other materials used in or related to the System and/or concerning the methods of operation of the System (collectively referred to as "Confidential Information");

WHEREAS, the Confidential Information provides economic advantages to Franchisor and licensed users of the System, including Franchisee;

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information and further protecting the System against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Franchised Business under the Franchise Agreement.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of the Franchised Business.

d. Covenantor shall surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

f. Covenantor agrees that no Confidential Information may be reproduced, in whole or in part, without written consent.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the System, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of B12 LOVE or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise or

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any business substantially similar to the System.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the System, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the B12 LOVE System to any competitor, by direct or indirect inducement or otherwise or

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any business substantially similar to the System within the Territory, within ten (10) miles outside of the boundaries of the Territory or within ten (10) miles of any B12 LOVE office location.

c. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

d. Any failure Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO DELAWARE CHOICE OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF DELAWARE. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY DELAWARE OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN DELAWARE; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing, and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee:

_____

_____

If directed to Covenantor:

_____

_____

Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

COVENANTOR:

_____

Name: _____

ATTACHMENT 10

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between B12 LOVE Holdings, LLC, a Delaware limited liability company with its principal place of business at 37 Miller Avenue, Mill Valley, CA 94941 (herein "Business Associate") and _____ a(n) _____ _____, with its principal place of business located at_____ _____ ("Covered Entity").

RECITALS

WHEREAS, Covered Entity is a franchisee of Business Associate and operates a B12 LOVE Franchised Business outlet located in _____ under a Franchise Agreement dated _____ (the "Franchise Agreement") with Business Associate;

WHEREAS, Covered Entity is or may be subject to the requirements of 42 U.S.C. 1320d *et seq*. enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the implementing regulations set forth at 45 CFR Parts 160 through 164 ("HIPAA Regulations"). As used herein, "PHI" refers to Protected Health Information maintained, transmitted, created or received by Business Associate for or from Covered Entity; and

WHEREAS, to the extent required by the HIPAA Regulations and applicable state law, Business Associate is or may be directly subject to certain privacy and security obligations and penalty provisions of HIPAA, HITECH, the HIPAA Regulations and state law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

1. Definitions. Terms used but not otherwise defined in this Agreement have the same meaning as those terms are defined and used in the HIPAA Regulations.

2. HIPAA Assurances. In the event Business Associate creates, receives, maintains or otherwise is exposed to PHI by, through, or on behalf of, Covered Entity, Business Associate shall:

   a. not use or disclose PHI other than as permitted or required by this Agreement or as required and permitted by law.

   b. use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.

c. report to Cover Entity any use or disclosure of PHI no provided for by this Agreement of which Business Associate becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which Business Associate becomes aware.

d. in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that create, receive, maintain, or transmit PHI on behalf of Business Associate agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

e. make available the PHI in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

f. make any amendment(s) to PHI in a designated record set that the Covered Entity directs or agrees pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations pursuant to 45 CFR 164.526.

g. maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations pursuant to 45 CFR 164.528.

h. to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and

i. make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to a designated individual in a manner designated by the Covered Entity or the designated individual, for purposes of the designated individual determining Covered Entity's compliance with the HIPAA rules.

3. Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the following purposes provided that such use or disclosure would not violate HIPAA rules if done by the Covered Entity:

a. for any lawful purpose permitted by the Franchise Agreement and/or the Operations Manual described in the Franchise Agreement.

b. for the proper management and administration of Business Associate (including its management and administration of the B12 LOVE franchise system) and/or to carry out the legal responsibilities of Business Associate.

c. except as otherwise limited in this Agreement, to provide data aggregation services to Covered Entity as permitted by 45 CFR 146.504(e)(2)(i)(B).

d. to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

4. Obligations of Covered Entity. Covered Entity shall notify Business Associate of the following:

a. any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI.

b. any changes in, or revocation of, permission by any individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. 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. Term. The Term of this Agreement shall be effective as of the Effective Date and shall remain in effect until the expiration or termination of the Franchise Agreement. Either party may terminate this Agreement, effective immediately, if such party determines that the other party has breached a material provision of this Agreement and has failed to cure such breach within thirty (30) days of written notice from the other party. The parties agree that a termination of this Agreement is a non-curable default under Section 17.2 of the Franchise Agreement.

6. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

a. retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

b. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that Business Associate still maintains in any form, provided that Covered Entity and Business Associate acknowledge and agree that aggregated data is not PHI and will not be destroyed;

c. continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

d. not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 3 hereof, which applied prior to termination; and

e. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying PHI (other than PHI that Business Associate is permitted to retain) is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement 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 Business Associate maintains such PHI.

The obligations of Business Associate pursuant to this Section 6 shall survive the termination of this Agreement.

7. Miscellaneous

a. The parties hereto agree to take such action as is necessary to amend this Agreement from time to time as required for continued compliance with the requirements of the HIPAA Regulations and any other applicable law.

b. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA Regulations.

c. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties hereto, provided that the rights and obligations hereunder may be assigned only in strict accordance with the Franchise Agreement and applicable law.

d. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to the choice of law provisions thereof. In the case of any dispute between the parties, the parties shall resolve it in accordance with the dispute resolution procedures set forth in Article 20 of the Franchise Agreement.

e. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified mail or courier, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

f. The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect. To this end, in the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

The parties hereto have executed this HIPAA Business Associate Agreement on the day and year first above written.

BUSINESS ASSOCIATE:

B12 LOVE HOLDINGS, LLC

By:_____

_____,_____
(Print Name, Title)

COVERED ENTITY:

_____

By:_____

_____,_____
(Print Name, Title)

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEEMENT

B12 LOVE HOLDINGS, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

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ATTACHMENTS

ATTACHMENT 1: DEVELOPMENT AREA

B12 LOVE Holdings, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT (this "Agreement") is being entered into this day of_____, (the "Effective Date") by and between B12 LOVE Holdings, LLC, a Delaware limited liability company with its principal place of business at 37 Miller Avenue, Mill Valley, CA 94941 (herein "Franchisor") and _____ _____, an individual residing at _____ and _____ , an individual residing at _____ (herein "Developer").

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established unique business that provides health and wellness services to your community, including intravenous drip therapy, intramuscular shot therapy, longevity and weight loss therapy, retail supplements, LED light therapy, muscle tone electro-therapy, and other Naturopathic Medicine and Luxury Professional Services under the B12 LOVE trademarks and using Franchisor's confidential operations manual ("Manual") of business practices and policies, and Franchisor's distinctive, décor, fixtures and furnishings, operations methods, sales techniques, inventory, procedures for management control and training, assistance, advertising, and promotional programs, all of which may be changed, improved or further developed by Franchisor at any time (taken together herein the "System").

The System is identified by certain trade names, service marks**,** trademarks, logos, emblems and indicia of origin, including but not limited to the B12 LOVE service mark, as set forth in Attachment 2, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

Franchisor continues to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed under the Marks and the System and to represent the System's high standards of quality, appearance, and service.

Pursuant to franchise agreements, Franchisor licenses to others the right to operate B12 LOVE outlets, using the Marks and System, in strict conformity therewith, which may be changed, improved and further developed by Franchisor from time to time (each a "Franchise Agreement").

Developer understands and acknowledges the importance of Franchisor's high and uniform standards of quality, service, and appearance, and the necessity of operating franchised businesses of the System in conformity with Franchisor's standards and specifications.

Developer desires to obtain the right to further develop and expand the System in accordance with the development schedule described in Section 5.2 hereof (the "Mandatory Development Schedule") within the development area described in Attachment 1 (the "Development Area"), under the System and Marks, on the terms and conditions set forth in this Agreement;

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

1. RECITATIONS.

The Recitations set out above form part of this Agreement.

2. GRANT OF DEVELOPMENT RIGHTS.

2.1 Grant. Franchisor hereby grants to Developer, and the Developer hereby accepts from the Franchisor, on the terms and conditions set forth in this Agreement, which includes, but is not limited to, the execution of a Franchise Agreement pursuant to Section 4.1 hereof, the right to develop, construct, open and operate one (1) B12 LOVE outlet within the Development Area set forth in Attachment 2. Developer shall be granted rights to establish additional B12 LOVE outlets in the Development Area, up to the total number of outlets set forth in the Mandatory Development Schedule set forth in Section 5.2 hereof, subject to Developer's full compliance with all conditions precedent to the grant of such rights outlined below, which rights shall be exercised in accordance with Section 4.1 hereof.

2.2 Reservation of Rights. Notwithstanding the provisions of Section 2.1 above, Developer understands and agrees Franchisor fully reserves all other rights, other than as specified in this Agreement, for sales, solicitation and distribution of B12 LOVE products and services within or outside of the Development Area. This reservation of Franchisor's rights includes, but is not limited to, Franchisor's right to the rights to offer (i) other products or services not offered under the Marks, (ii) other medical or other spa concepts under the Marks or other trademarks, and (iii) products or services through any channel in the Development Area other than a dedicated B12 LOVE such as distribution through retail outlets and in captive market locations, such as airports and malls; and the Internet.

2.3 No License to System and Marks. Developer expressly acknowledges that this Agreement is not a Franchise Agreement and does not grant to Developer any right or license to operate an B12 LOVE outlet, distribute any product or service, or use the Marks. This Agreement sets forth conditions which, if fully satisfied, confer upon Developer the rights to enter a Franchise Agreement with Franchisor to establish one or more B12 LOVE outlets in the Development Area only. Developer's rights to open and operate an B12 LOVE outlet and use the System and Marks shall be derived only through the execution of a Franchise Agreement for each B12 LOVE outlet to be established in the Development Area.

3. TERM.

Unless sooner terminated in accordance with this Agreement, the term of this Agreement and all rights granted by Franchisor under this Agreement shall expire on the sooner of ten (10) years or the date on which Developer successfully and in a timely manner has complied with all of Developer's obligations hereunder and has completed the development obligations in accordance with the Development Schedule.

4. DEVELOPMENT AND FRANCHISE FEES.

4.1 Multi-Unit Development Fee. In consideration of the rights granted under this Agreement, Developer shall pay Franchisor a development fee (the "Development Fee") in the following amount:

Number of Outlets to Develop	Development Fee	Fee Per Outlet
3	$120,000	$48,000, $48,000 and $24,000
For any number greater than three (3) there will be an additional Development Fee of $24,000 per added location.		

The Development Fee is fully earned at the time this Multi-Unit Development Agreement is signed and is not refundable under any circumstances. Developer shall pay the full amount of the Development Fee to Franchisor upon Developer's execution of this Agreement.

4.2 Application of Development Fee. Contemporaneous with the execution of this Agreement, Developer shall execute the initial Franchise Agreement for the first B12 LOVE outlet to be established pursuant to the Mandatory Development Schedule. Developer shall receive a corresponding credit from the Development Fee, which shall be applicable to the Initial Franchise Fee due under the initial Franchise Agreement. Upon the execution of each of additional Franchise Agreement for outlets to be developed hereunder, Developer shall receive a corresponding credit from the Development Fee, which shall be applicable to the Initial Franchise Fee payable pursuant to each such additional Franchise Agreement. Upon Franchisor's approval, Developer may enter into the initial Franchise Agreement or any subsequent Franchise Agreement as required under this Agreement using a newly formed entity, such as a limited liability company, corporation or partnership, for the sole purpose of entering into a Franchise Agreement and operating the B12 LOVE outlet pursuant thereto, provided that Developer shall also personally sign such Franchise Agreement as a principal.

5. EXERCISE OF DEVELOPMENT RIGHTS.

5.1 Valid Exercise. Developer shall exercise the development rights granted hereunder only by entering into a separate Franchise Agreement with Franchisor for each B12 LOVE outlet for which a development right is granted. Developer shall execute and deliver to Franchisor, concurrently with the execution and delivery of this Agreement, Franchisor's current form of Franchise Agreement for the first B12 LOVE outlet to be established by Developer pursuant to the Mandatory Development Schedule. For each subsequent B12 LOVE outlet to be established hereunder, Developer shall execute and deliver to Franchisor Franchisor's then-current form of Franchise Agreement, which shall be presented to Developer together with Franchisor's then-current Franchise Disclosure Document. The then-current form of Franchise Agreement may differ from the current form of Franchise Agreement; provided however, the initial franchise fee for each additional outlet shall be the applicable amount set forth in in Section 4.1 hereof. Further, Developer acknowledges and agrees that Developer

shall not receive any initial training related to each additional B12 LOVE outlet. Developer hereby waives all obligations by Franchisor to provide any training to Developer contained in each Franchise Agreement, other than the initial Franchise Agreement executed concurrently with this Agreement, by and between Franchisor and Developer. Developer hereby acknowledges and agrees that the training Developer receives pursuant to the initial Franchise Agreement executed concurrently with this Agreement is sufficient to allow Developer to construct, equip, open and operate each of Developer's B12 LOVE outlets in the Development Area.

5.2 Mandatory Development Schedule. Subsequent to Developer's signing of this Agreement and the initial Franchise Agreement, and provided that all conditions in Section 5.4 hereof are satisfied or waived, upon the execution of a lease for Developer's first B12 LOVE outlet, Developer shall execute an additional Franchise Agreement for the development of the second B12 LOVE outlet to be opened under the Mandatory Development Schedule. Provided that all conditions in Section 5.4 hereof are satisfied or waived, upon the execution of a lease for each subsequent B12 LOVE outlet to be developed by Developer, Developer shall execute an additional Franchise Agreement for the development of the next B12 LOVE outlet to be opened under the Mandatory Development Schedule. Notwithstanding the foregoing, Developer shall open the B12 LOVE outlets in accordance with the following schedule:

Outlet for Development	Mandatory Open Date
1	___ months following the Effective Date
2	___ months following the Effective Date
3	___months following the Effective Date
4 (if applicable)	___months following the Effective Date

Developer acknowledges and agrees that the terms of the Mandatory Development Schedule are reasonable and viable based upon Developer's independent investigation and analysis. Failure by Developer to adhere to the Mandatory Development Schedule (including any extensions thereof approved by Franchisor in writing pursuant to Section 5.3 below) shall constitute a material event of default under this Agreement.

5.3 Extension of Mandatory Development Schedule. If Developer is unable to meet the Mandatory Development Schedule for any outlet, Developer may seek a reasonable extension from Franchisor. Any request for an extension must be in writing and submitted to Franchisor at least sixty (60) days prior to the Mandatory Open Date for such outlet. Franchisor shall not unreasonably withhold consent for such reasonable extension provided that Developer has (i) submitted its extension request in a timely manner; (ii) demonstrated diligent efforts to meet the original Mandatory Open Date; and (iii) has at all times acted in good faith and is otherwise fulfilling its obligations under this Agreement.

5.4 Conditions to Exercise Developer's Rights. All of the following conditions must be satisfied or waived, in Franchisor's sole discretion, before Franchisor grants Developer the right to develop an additional B12 LOVE outlet in accordance with Section 4.1 hereof and pursuant to a Franchise Agreement:

5.4.1 Developer shall (i) request Franchisor's then-current Franchise Disclosure

Document, (ii) submit to Franchisor all information and other documents requested by Franchisor prior to and as a basis for the issuance of Franchise Agreements in the System, (iii) submit to Franchisor all financial statements reasonably requested by Franchisor, and (iv) satisfy Franchisor's then-current financial criteria for multi-unit franchisees.

5.4.2 Developer shall be in full compliance with this Agreement, the Mandatory Development Schedule, and all Franchise Agreements with Franchisor and any other agreement with Franchisor or Franchisor's affiliates;

5.4.3 Developer has demonstrated the management skills necessary for competent operation, organization, customer service and record keeping of an additional B12 LOVE outlet as determined by Franchisor, in Franchisor's sole discretion.

5.5 Termination for Failure of Condition. Notwithstanding anything to the contrary contained herein, in the event that Franchisor determines, in Franchisor's sole and absolute discretion, that any condition set forth in Section 5.4 hereof cannot be satisfied, Franchisor may terminate this Agreement upon written notice to Developer. Termination of this Agreement in accordance with this Section 5.5 shall have no effect on the validity of any other agreement between Franchisor and Developer, provided that Developer is in full compliance therewith.

6. TRANSFER

6.1. Transfers by Franchisor.

6.1.1. Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation or other entity, without Developer's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Developer expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Developer expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

6.1.2. Developer agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive

franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Developer acknowledges may be within the Development Area, proximate thereto, or proximate to any of Developer's locations).

6.1.3. If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the food and beverage business or to offer or sell any products or services to Developer.

6.2 Restrictions on Transfers by Developer. Developer's rights and duties under this Agreement are personal to Developer, and Franchisor has made this Agreement with Developer in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Developer. Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

6.3 Transfers by Developer. Developer shall not directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right granted or interest herein or hereunder (a "Transfer") or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law unless Developer first obtains the written consent of Franchisor, which Franchisor may or may not grant in Franchisor's sole discretion, and subject to the following:

6.3.1 The proposed transferee must be an individual of good moral character and otherwise meet Franchisor's then-applicable standards for multi-unit franchisees.

6.3.2 The transferee must have sufficient business experience, aptitude and financial resources to operate multiple B12 LOVE outlets and to comply with this Agreement;

6.3.3 The transferee has agreed to complete Franchisor's Initial Management Training Program to Franchisor's satisfaction;

6.3.4 Developer has paid all amounts owed to (i) Franchisor pursuant to this Agreement and all Franchise Agreements and other agreements between Franchisor and/or Franchisor's affiliates and Developer and (ii) third-party creditors;

6.3.5 The transferee has executed Franchisor's then-standard form of Multi-Unit Development Agreement, which may have terms and conditions different from this Agreement, for a term no less than the unexpired term of future development obligations due pursuant to the Mandatory Development Schedule of this Agreement;

6.3.6 Developer and the transferee shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. Developer agrees to

subordinate any claims Developer may have against the transferee to Franchisor, and indemnify Franchisor against all claims brought against Franchisor by the transferee for a period of three (3) years following the transfer;

6.3.7 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the transferee's development obligations. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Developer's development rights on such terms and conditions. Developer shall provide Franchisor all proposed transfer documents for Franchisor's review at least thirty (30) days prior to a closing of the proposed Transfer; and

6.3.8 If Developer, through Developer or any entity, finances any part of the sale price of the Transfer, Developer agrees that all obligations of the transferee under any notes, agreements or security interests to Developer or Developer's entity will be subordinate to the transferee's obligations to Franchisor.

6.4 Transfer Fee. As a condition to any Transfer, Developer shall pay Franchisor a transfer fee equal to $15,000 plus $1,500 for each location remaining to be developed, or no fee for transfers among owners or for a transfer to a spouse, parent or child upon death or permanent disability.

6.5 Franchisor 's Right of First Refusal.

6.5.1 If Developer wishes to transfer all or part of his or her interest in this Agreement pursuant to any bona fide offer received from a third party to purchase such interest, then Developer shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

6.5.2 Franchisor has the right, exercisable by written notice to Developer within thirty (30) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement for the price and on the terms and conditions contained in the offer.

6.5.3 Developer further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the third-party offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (vi) Franchisor will have at least sixty (60) days to close the purchase; and (v) Franchisor will be entitled to receive from Developer all customary representations and warranties given by a seller of franchise development rights.

6.5.4 If Franchisor does not exercise its right to buy within thirty (30) days, Developer may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor 's

prior written approval pursuant to Section 6.3 hereof. However, if (i) the sale to the transferee is not completed within one hundred twenty (120) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

6.6 Death or Permanent Disability. The grant of rights under this Agreement is personal to Developer, and on the death or permanent disability of Developer, the development rights granted by this Agreement will terminate, unless prohibited by applicable law. If prohibited by applicable law, the executor, administrator, conservator or other personal representative of Developer will transfer Developer's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 6.6, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 6 and unless transferred by gift, devise or inheritance, subject to the terms of Section 6.4 and 6.5 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Developer from supervising the development and operation of Developer's B12 LOVE outlets continuously for six (6) months from its onset.

7. DEFAULT AND TERMINATION.

7.1 Default and Automatic Termination. Developer shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Developer, if Developer shall become insolvent or makes a general assignment for the benefit of creditors; or if Developer files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing his or her inability to pay debts when due; or if Developer is adjudicated a bankrupt or insolvent in proceedings filed against Developer under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer; or if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Developer; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Developer is dissolved; or if execution is levied against Developer's business or property; or if suit to foreclose any lien or mortgage against any of Developer's B12 LOVE outlet premises or equipment is instituted against Developer and not dismissed within thirty (30) days.

7.2 Defaults With No Opportunity to Cure. Developer shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Developer any opportunity to cure the default, effective immediately upon notice to Developer, if Developer:

7.2.1 has misrepresented or omitted material facts in applying for the development rights granted hereunder;

7.2.2 falsifies any report required to be furnished Franchisor hereunder;

7.2.3 fails to comply with any federal, state or local law, rule or regulation, applicable to the development and operations of Developer's B12 LOVE outlets, including, but not limited to, the failure to pay taxes;

7.2.4 fails to develop the B12 LOVE outlets in accordance with the Mandatory Development Schedule.

7.2.5 attempts a Transfer in violation of the provisions of Article 6 of this Agreement;

7.2.6 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or does anything that may harm the reputation of the System or the goodwill associated with the Marks;

7.2.7 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

7.2.8 fails to comply with the non-disclosure and non-competition covenants in Article 8 hereof;

7.2.9 defaults, or an affiliate of Developer defaults, under any other agreement, including any Franchise Agreement, with Franchisor or any of its affiliates, suppliers or landlord and does not cure such default within the time period provided in such other agreement; or

7.2.10 terminates this Agreement without cause.

7.3 Curable Defaults. Developer shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Developer fails to cure the default within the time period set forth in this Section 7.3, effective immediately upon notice to Developer, if Developer:

7.3.1 fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within five (5) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the third such late payment in any twelve (12)–month period shall be a non-curable default under Section 7.2;

7.3.2 fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 7.1 and 7.2 for which there is no opportunity to cure) and such default shall continue for five (5) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said five (5)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Developer proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) – month period shall be a non-curable default under Section 7.2.

7.4. Post-Termination Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Developer shall immediately terminate and Developer shall (i) immediately cease all development operations pursuant to this Agreement; and (ii) comply with the non-disclosure and non-competition covenants contained in Article 8.

8. NON-DISCLOSURE AND NON-COMPETITION COVENANTS.

8.1 Confidential Information. Developer acknowledges and accepts that during the term of this Agreement, Developer will have access to Franchisor's trade secrets, including, but not limited to, recipes, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Developer shall not, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for Developer's own benefit, any Confidential Information that may be communicated to Developer or of which Developer may be apprised in connection with the development of B12 LOVE outlets under the terms of this Agreement. Developer shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person, without Franchisor's prior written consent. The covenant in this Section 8.1 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Developer.

8.2 Protection of Information. Developer shall take all steps necessary, at Developer's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Developer finds that any Confidential Information has been divulged in violation of this Agreement.

8.3 Noncompetition Covenants. Developer acknowledges that, pursuant to this Agreement, Developer will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Developer. Developer acknowledges that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to him or her in the development and operation of B12 LOVE outlets, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Developer is entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Developer covenants that, except as otherwise approved in writing by Franchisor:

8.3.1 During the term of this Agreement, Developer shall not, either directly or indirectly, for himself or herself or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business or customer of the Developer's B12 LOVE outlets or of other developers or franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any competing spa business; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any B12 LOVE developers or franchisees or Franchisor-affiliated outlets.

8.3.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Developer shall not, either directly or indirectly, for himself or herself or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business or customer of Developer's B12 LOVE outlets or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any competing spa business within ten (10) miles of the Development Area or any B12 LOVE location; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any B12 LOVE developers or franchisees.

8.4 Reasonableness of Restrictions. Developer acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on Developer since Developer has other considerable skills, experience and education which afford Developer the opportunity to derive income from other endeavors.

8.5 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article 8 or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof, and Developer agrees to forthwith comply with any covenant as so modified.

8.6 Injunctive Relief. Developer acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Developer hereby consents to the entry of an injunction prohibiting any conduct by Developer in violation of the terms of the covenants not to compete set forth in this Agreement.

8.7 No Defense. Developer expressly agrees that the existence of any claims he or she may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

9. INDEMNIFICATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS B12 LOVE HOLDINGS, LLC, AND ANY PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES (COLLECTIVELY REFERRED TO AS THE "B12 LOVE INDEMNITEES"), FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE DEVELOPMENT, OPERATION, CONDITION, OR ANY PART OF ANY OF DEVELOPER'S B12 LOVE OUTLETS TO BE DEVELOPED HEREUNDER, THE PRODUCTS, THE PREMISES, OR ANY ASPECT OF THE REAL ESTATE CONNECTED TO ANY OF SUCH B12 LOVE OUTLETS, WHETHER CAUSED BY DEVELOPER'S AGENTS OR EMPLOYEES, OR ARISING FROM DEVELOPER'S ADVERTISING OR BUSINESS PRACTICES, REGARDLESS OF WHETHER THE ALLEGED INJURY OR LIABILITY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE B12 LOVE INDEMNITEES. DEVELOPER AGREES TO PAY FOR ALL THE B12 LOVE INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY DEVELOPER HEREUNDER. THE B12 LOVE INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE B12 LOVE INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. DEVELOPER

AGREES THAT TO HOLD THE B12 LOVE INDEMNITEES HARMLESS, DEVELOPER WILL REIMBURSE THE B12 LOVE INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE B12 LOVE INDEMNITEES.

_____
Initial

10. DISPUTE RESOLUTION

10.1 Internal Dispute Resolution. Developer shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Exhibits hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution. Developer must exhaust this internal dispute resolution procedure before Developer may bring Developer's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

10.2 Mediation. At Franchisor's option, any claim, controversy or dispute that is not resolved pursuant to Section 10.1 hereof shall be submitted to non-binding mediation. Developer shall provide Franchisor with written notice of Developer's intent to pursue any unresolved claim, controversy or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have thirty (30) days following receipt of Developer's notice to exercise Franchisor's option to submit such claim, controversy or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

10.3 Exceptions. Notwithstanding the requirements of Sections 10.2, the following claims shall not be subject to mediation:

10.3.1 Franchisor's claims for injunctive or other extraordinary relief;

10.3.2 disputes and controversies arising from the Sherman Act, the Clayton Act or any other federal or state antitrust law;

10.3.3 disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of the Marks; and

10.3.4 enforcement of Developer's post-termination obligations, including but not limited to, Developer's non-competition covenants.

10.4 Governing Law and Venue. This Agreement is made in, and shall be substantially performed in the State of Delaware. Any claims, controversies, disputes or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the State of Delaware. Developer, except where specifically prohibited by law, hereby irrevocably submit themselves to the sole and exclusive jurisdiction of the state

and federal courts in Delaware. Developer hereby waives all questions of personal jurisdiction for the purpose of carrying out this provision.

10.5 Mutual benefit. Developer and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 10.4 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Each of Developer and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

10.6 Waiver of Jury Trial and Certain Damages. Developer hereby waives, to the fullest extent permitted by law, any right to or claim for (i) a trial by jury in any action, proceeding or counterclaim brought by or against Franchisor, and (ii) any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Each of Developer agrees that in the event of a dispute, Developer shall be limited to the recovery of any actual damages sustained.

10.7 Limitations of Claims. Any and all claims asserted by Developer arising out of or relating to this Agreement or the relationship among the parties will be barred unless a proceeding for relief is commenced within one (1) year from the date on which Developer knew or should have known of the facts giving rise to such claims.

10.8 Attorney's Fees. In the event of any action in law or equity by and between Franchisor and Developer concerning the operation, enforcement, construction or interpretation of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs incurred.

10.9 Survival. The provisions of this Article 10 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or a transfer by Developer of his/her respective interests in this Agreement.

11. GENERAL

11.1 Independent Licensee. Developer is and shall be an independent licensee under this Agreement, and no partnership shall exist between Developer and Franchisor. This Agreement does not constitute Developer as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Developer is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Developer agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other developers or franchisees of Franchisor. Pursuant to the above, Developer agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorney's fees, or damage Franchisor may suffer as a result of claims, demands, taxes, costs

or judgments against Franchisor arising out of the relationship hereby established which specifically, but not exclusively, includes costs, losses, expenses, attorneys fees relative to assignment or the transfer of right to develop and transactional costs relative thereto, defaults under any leases, subleases, notes, receipt of revenues or any other relationships arising directly or indirectly out of the development and operation of the B12 LOVE outlets.

11.2 Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Developer and his or her respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Developer in this Agreement, except in accordance with Article 6 hereof.

11.3 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

11.4 Entire Agreement. This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Developer, except the representations made to Developer in Franchisor's Franchise Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties.

11.5 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Developer shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Developer, if more than one person is so named.

11.6 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

11.7 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as first above written, or at such other address or addresses as the parties may from time to time designate in writing.

11.8 Effect of Waivers No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by

Developer shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind.

11.9 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Developer or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Article 7 shall not discharge or release Developer from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

11.10. Consent to Do Business Electronically. The parties to this Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Delaware, the parties hereby affirm to each other that they agree with the terms of this Agreement, and by attaching their signature electronically to this Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to this Agreement can rely on an electronic signature as the respective party's signature.

11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

11.10 Survival. Any obligation of Developer that contemplates performance of such obligation after termination, expiration or transfer of this Agreement shall be deemed to survive such termination, expiration or transfer.

SIGNATURES ON THE FOLLOWING PAGE

The parties hereto have executed this Multi-Unit Development Agreement in on the day and year first above written.

FRANCHISOR:

B12 LOVE HOLDINGS, LLC

By:_____

(Print Name, Title)

DEVELOPER:

_____

_____

(Print Name)

DEVELOPER:

_____

_____

(Print Name)

ATTACHMENT 1

DEVELOPMENT AREA

(insert map or define by zip code

EXHIBIT D

FINANCIAL STATEMENTS

B12 LOVE Holdings, LLC

B12 LOVE HOLDINGS LLC
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2024 AND 2023

WITH
INDEPENDENT ACCOUNTANT'S REVIEW REPORT

DANIEL CPA
A Certified Public Accounting Firm

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DANIEL CPA

A Certified Public Accounting Firm

1336 N Carolan Avenue, Ste 105
Burlingame, California 94010
Tel: (650) 537-1010
Fax: (415) 930-9018
www.dtcpas.com

Independent Accountant's Review Report

To Managements
B12 LOVE HOLDINGS LLC
Mill Valley, California

We have reviewed the accompanying financial statements B12 LOVE HOLDINGS LLC ("the Company"), which comprise the balance sheet as of December 31, 2024 and 2023, and the related statement of income and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

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

Accountant's Responsibility
Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for the reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of B12 LOVE HOLDINGS LLC, and to meet our other responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion
Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Other Matters

As described in Note 3 of the financial statements, on March 11, 2020, the World Health Organization declared the novel strain of coronavirus ("Covid-19") a global pandemic and recommended containment and mitigation measure worldwide. However, the ultimate financial impact and duration of these events cannot be reasonably estimated at this time. Our opinion is not modified with respect to that matter.

Daniel CPA
Burlingame, California
July 24, 2025

B12 LOVE HOLDINS LLC
BALANCE SHEET
DECEMBER 31, 2024 AND 2023

ASSETS

	2024	2023
Current Assets		
Cash and cash equivalents	$ 1,087	$ 35
Total Current Assets	1,087	35
Total Assets	$ 1,087	$ 35

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities		
Loan from Owner	$ 1,312	$ 80
Total Current Liabilities	1,312	80
Stockholders' Equity		
Retained earnings	(45)	-
Current earnings	(180)	(45)
Total Stockholders' Equity	(225)	(45)
Total Liabilities and Stockholders' Equity	$ 1,087	$ 35

See Independent Accountant's Review Report and Accompanying Notes.

B12 LOVE HOLDINS LLC

STATEMENT OF INCOME

FOR THE YEAR ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Income		
Service fees	$ -	$ -
Total Income	-	-
Operating Expenses		
Bank service charges	180	45
Total Operating Expenses	180	45
Income Before For Income Taxes	(180)	(45)
Income Taxes	-	-
Net Income	$ (180)	$ (45)

See Independent Accountant's Review Report and Accompanying Notes.

B12 LOVE HOLDINS LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ (180)	$ (45)
Adjustment to reconcile net loss to net cash provided by		
Changes in operating assets and liabilities		
Loan from Owner	1,232	80
Net cash provided (used) by operating activities	1,052	35
NET CHANGE IN CASH AND CASH EQUIVALENTS	1,052	35
CASH AND CASH EQUIVALENTS BEGINNING OF THE YEAR	35	-
CASH AND CASH EQUIVALENTS END OF THE YEAR	$ 1,087	$ 35

See Independent Accountant's Review Report and Accompanying Notes.

NOTE 1 – THE COMPANY

B12 LOVE Holdings LLC (the "Company') was incorporated in the state of Delaware on February 18, 2022, and registered in the state of California on March 3, 2023. The Company is an independent franchising limited liability company serving the general public of California in the franchising industry.

The Company's function is to offer B12 LOVE franchises and provide franchising services to prospective franchisees. This includes the distribution of the Franchise Disclosure Documents, negotiations of the Franchise Agreements, and the creation of Master Services Agreements with required franchise suppliers. The Company is primarily regulated by the California Department of Financial Protection and Innovation (DFPI) under the California Franchise Investment Law (CFPI).

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of B12 LOVE Holdings LLC have been prepared using the accrual method of accounting which involves the recognition of revenue and gain when earned and expense and loss when incurred.

Use of Estimates

The preparation of financial statements in conformity with accounting principle generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses as of the date and for the period presented. Accordingly, actual events and results could differ from those assumptions and estimates.

Cash and Cash Equivalents

The Company considers money in checking and savings accounts with an initial maturity of three months or less to be cash equivalents.

Income Taxes

The Company has elected to be taxed as single member Limited Liabilities Company for federal and state purposes. Under this election, the Company does not pay federal income taxes on its income. Instead, the members are liable for income taxes on their respective share of the Company’s taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements.

Members

The Company has two members Armando Gallegos and Shannon Gallegos, who is husband and wife and each owns 50% of the Company.

NOTE 3 – LOAN FROM MEMBER

The Company had received $2,000 initial loan from member for operating expenses. The amount of loan was $1,312 and $80 at December 31, 2024 and 2023 respectively.

NOTE 4 – COVID-19

On March 11, 2020, the World Health Organization classified the novel strain of coronavirus ("Covid-19") outbreak as a pandemic, based on the rapid increase in exposure globally. The Covid-19 outbreak in the United States has caused business disruption through mandated and voluntary closings of business and shelter in places orders. The Company made significant adaptations to operations to protect employees and congregation. The Company is actively monitoring the impact on all aspects of its business. The Company believes that adaptive changes in operations, government support through various programs, and the continued financials support of their congregation have been sufficient to protect the Company from the near-term negative impact related to the COVID-19 outbreak through the date of this report.

NOTE 5 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through July 24, 2025, the date the financial statements were available to be issued.

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EXHIBIT F

FRANCHISED OUTLETS

LOUNGES AS OF DECEMBER 31, 2024

None.

Franchise Agreements Signed But Lounge Not Open as of December 31, 2024

None.

Former Franchisees

that had an Lounge 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 has not communicated with the franchisor within the 10 weeks preceding the Issuance Date of this Disclosure Document:

None.

EXHIBIT G

STATE ADDENDA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

The Department of Financial Protection and Innovation for the State of California requires that certain provisions contained in franchise documents be amended to be consistent with California Franchise Investment Law, Cal. Corp. Code Section 31000 et seq., and of the Rules and Regulations promulgated thereunder. To the extent that this Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended.

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

2. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

3. Item 3 is amended to add:

   Neither Franchisor nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

4. Item 17 is amended to state:
   (a) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).
   (b) 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.
   (c) The franchise agreement contains a liquidated damages clause. Under California Civil Code section 1671, certain liquidated damages clauses are unenforceable.
   (d) The Franchise Agreement requires application of the laws of California. This provision may not be enforceable under California law.

5. The following is added to Item 19:

   "The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information."

6. The Department has determined that we, the franchisor, have not demonstrated we are adequately

capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

7. Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

8. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

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

10. In registering this franchise, the California Department of Financial Protection and Innovation has not reviewed, and makes no statements concerning, the franchisor's compliance with state and federal licensing and regulatory requirements relating to the practice of medicine. You should consult with your attorney concerning these laws, regulations, and ordinances that may affect the operation of your business. If the California Medical Board, or any other agency overseeing the practice of medicine in this state, determines that the operation of the franchise fails to comply with state law, the franchisor may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	*Pending*

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 H

RECEIPTS

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If B12 LOVE Holdings, 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 you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If B12 LOVE Holdings, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Armando Gallegos 37 Miller Avenue Mill Valley, CA 94941 (415) 830-6679	Shannon Gallegos 37 Miller Avenue Mill Valley, CA 94941 (415) 830-6679	

Issuance Date: July 24, 2025

I received a Disclosure Document dated July 24, 2025, that included the following Exhibits:

EXHIBIT A: List of State Franchise Administrators and Agents for Service of Process
EXHIBIT B: Franchise Agreement
EXHIBIT C: Multi-Lounge Development Agreement
EXHIBIT D: Financial Statements
EXHIBIT E: Operations Manual Table of Contents
EXHIBIT F: Franchised Outlets
EXHIBIT G: State Addenda
EXHIBIT H: Receipts

DATED: _____
(If other than date signed)

DATED: _____

_____
(Signature of recipient)

Print Name: _____

Print Address: _____

KEEP FOR YOUR RECORDS

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If B12 LOVE Holdings, 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.

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EXHIBIT H: Receipts

DATED: _____
(If other than date signed)

DATED: _____

_____
(Signature of recipient)

Print Name: _____

Print Address: _____

Please return signed receipt to B12 LOVE Holdings, LLC
37 Miller Avenue
Mill Valley, CA 94941