FRANCHISE DISCLOSURE DOCUMENT

M&D Optical Franchise, LLC
a Florida Limited Liability Company
3801 South Congress Avenue
Palm Springs, FL 33461
Phone: (561) 800-4868
Email: franchise@myeyelab.com
www.myeyelabfranchise.com

We offer franchises for the establishment and operation of My Eyelab® stores. A My Eyelab® store is a unique optical retail store and examination facility. The franchise includes a proprietary and well-established system that eliminates the need for an on-site lab.

The total investment necessary to begin operation of a single My Eyelab® franchise ranges from $299,858 to $601,197. This includes $216,708 to $292,197 that must be paid to us or our affiliates for an initial franchise fee and for signage, furniture, fixtures, and equipment. If you enter into an Area Development Agreement to develop multiple units, your initial investment will range from $299,858 to $601,197 for each franchise unit that you commit to opening.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Charles Kowanetz, 3801 South Congress Avenue, Palm Springs, FL 33461, (561) 800-4868, or by emailing franchise@myeyelab.com.

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

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

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

Date of Issuance: April 18, 2022

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit 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 E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only My Eyelab business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a My Eyelab 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

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 C.

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 and area development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

~~2. Governing Law. The franchise agreement and area development agreement state that Florida law governs the agreement, and Florida law may not provide the same protections and benefits as your state's law. You may want to compare these laws.~~

~~3.~~2. ~~Guaranties~~Spousal Liability. If the franchisee is a corporation, limited liability company, or partnership, the owners must personally guarantee the franchisee's obligations under the franchise agreement and agree to be bound personally by the contractual provisions, including the covenant not to compete and confidentiality provisions. Your spouse must also sign a personal guaranty and personally guarantee all obligations of the franchised business, whether or not your spouse is involved in the operation of the business. This requirement places at risk the personal assets of you and your spouse.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:
State of Michigan Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa, Lansing, Michigan 48909
(517) 335-7567

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

To simplify the language in this Disclosure Document, the words "Franchisor," "we," "our," or "us" refer to M&D Optical Franchise, LLC, the franchisor of each franchised business (hereinafter the "Store," "Unit," "Franchise" or "Business"). "Franchisee," "you," and "your" refer to the person or entity who buys the Franchise, whether a corporation, limited liability company, partnership, sole proprietorship or other business entity. If you are a corporation, limited liability company, partnership, sole proprietorship or other business entity, certain provisions of this disclosure also apply to your owners and will be noted.

The Franchisor

The Franchisor is M&D Optical Franchise, LLC. We conduct business under the name and registered trademark My Eyelab® (the "My Eyelab® Mark"). We are a limited liability company organized in the State of Florida. Our principal business address is 3801 South Congress Avenue, Palm Springs, Florida, 33461. We do not intend to conduct business under any other name. We were formed in November 2015 for the sole purpose of offering My Eyelab® franchises and have no prior business experience. Our agent for service of process is Tara S. Pellegrino, Esq., General Counsel, whose business address is 3801 South Congress Avenue, Palm Springs, Florida 33461. We do not operate a business of the type being franchised, but some of our affiliates described below do. Our sole business activity is the offering for sale and sale of My Eyelab® franchises. We have not offered franchises in any other line of business. As of December 31, 2021, we had a total of 74 franchised My Eyelab® stores operating in seven states.

The franchise offered involves the establishment and operation of an optical retail store and examination facility. Our system eliminates the need for an on-site laboratory, instead allowing our franchisees to use our affiliate's lab for customized orders, thereby significantly reducing startup and operational costs. We also offer tele-consulting as a means to consult the optometrist rather than employing an optometrist at the franchised location, through the proprietary platform we have established.[1] My Eyelab® stores also offer for sale and sell distinctive eyewear, contact lenses, and other products. These features, along with other unique, distinctive, comprehensive, and proprietary standards, methods, procedures, equipment, signage, fixtures, furniture, décor inventory, and other specifications (hereinafter the "System") for the establishment, development and operation of a My Eyelab® franchise are included in the business being offered.

Our Parents, Predecessors and Affiliates

We have no predecessors. We are a wholly-owned subsidiary of Now Optics Holdings, LLC. Our affiliate, Daniel, Max & Marc'Andrea, LLC has been operating one or more company-owned My Eyelab® stores since 2012, and operated 68 company-owned My Eyelab® stores as of December 31, 2021. Our affiliates have each been operating "Stanton Optical" stores since the year referenced, and together operated a total of 108 Stanton Optical stores as of December 31, 2021: Vision Value, LLC (since 2006), Macarius and Daniel, LLC (since 2009), Macarius, Max & Daniel, LLC (since 2009), Macarius, Max & Daniel California, LLC (since 2010), and Daniel & Max, LLC (since 2011). Stanton Optical stores are retail optical stores and examination facilities that offer optical exams and optical goods and services similar to those offered by My Eyelab® stores (although some Stanton Optical stores have an in-store laboratory, which is

[1] Tele-consulting is not permitted in certain states and is not an integral part of our System (except in California, where you will be required to use tele-consulting). It is your responsibility to seek the necessary legal advice regarding the viability of tele-consulting in your jurisdiction prior to entering into a My Eyelab® Franchise Agreement. An optometrist can be employed by franchisees directly in certain states.

not part of the My Eyelab® System). The principal business address of each of these affiliates is 3801 S. Congress Ave., Palm Springs, FL 33461.

In addition, our following affiliates may provide products and services to our franchisees, and each have a principal business address of 3801 S. Congress Ave., Palm Springs, FL 33461:

1) Vision Precision Holdings, LLC; doing business since June 2008; provides custom eyeglass orders for franchisees through its labs, and provides various administrative support to us, our affiliates and our franchisees, including in the areas of training, contact center support, accounting, and information technology.

2) Now Optics, LLC; doing business since November 2017; provides various administrative support to us, our affiliates and our franchisees, including in the areas of training, accounting, and information technology.

None of our affiliates offer franchises in any line of business.

General Description of the Market and Competition

The market for optical retail stores and services is well developed and highly competitive. You will have to compete with other businesses, including franchised operations, our affiliates, national chains, and independently-owned companies providing optical goods and services. However, optical services have a consistent market unaffected by season, thus eliminating some of the risk associated with other business ventures. Moreover, My Eyelab® locations have unique features, such as not requiring an in-house lab. All customized orders are processed through our affiliate's lab. Additionally, eye exams may be performed through tele-consulting where permitted by law, eliminating the need for a high salary optometrist on location.

Changes in local and national economic conditions and population density affect this industry and are generally difficult to predict. You will face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply and demand, new technologies, legal limitations in your jurisdiction, and competition that provides related products.

Regulations Specific to the Industry

You are required to conduct your business in a lawful manner and to comply with all applicable federal, state, and local laws, as well as with the regulations of applicable licensing authorities (if any) in your jurisdiction, including, without limitation, laws, rules, and regulations relating to: (1) federal health care programs; (2) accessibility requirements, including but not limited to, the Americans with Disabilities Act ("ADA"); (3) the Health Insurance Portability and Accountability Act ("HIPAA"); (4) federal, state, and local wage and hours laws; (5) federal and state occupational safety and health laws; and (6) local building codes and zoning rules.

You should be aware that the practice of optometry (the practice or profession of examining the eyes for visual defects and prescribing corrective lenses), is regulated through optometric or medical boards, federal and state law, and, in some cases, may require additional licensure. For example, certain states do not permit the use of tele-consulting, and instead require that the optometrist be physically present to examine the patient and prescribe any necessary corrective lenses. Further, an optometrist can be employed by franchisees directly in some states, but in other states the medical practice must be wholly-owned by a practitioner. HIPAA and other state laws limit your ability to use, share, and disclose health care

information about your patients. Opticianry (the practice of filling prescriptions for ophthalmic lenses, dispensing eyeglasses, and fitting contact lenses) is regulated by federal and state law, and in some cases, may require licensure.

This is not intended to be an exhaustive list of laws and regulations that may affect your operation of your business. As the business owner, you are responsible for understanding these laws and making certain that your licensed eye care center is in full compliance with them. We encourage you to seek the advice of an attorney or other advisor to ensure compliance with these laws.

Item 2
BUSINESS EXPERIENCE

Daniel Stanton – Chief Executive Officer (Palm Springs, FL): Mr. Stanton has been the CEO and co-owner of Franchisor and the affiliates identified in Item 1 since November 2006.

Bill Aurilio - Chief Financial Officer (Palm Springs, FL): Mr. Aurilio has been the CFO of Franchisor and its affiliates identified in Item 1 since November 2014.

Lakshmi Balusu – Chief Information Officer (Palm Springs, FL): Mr. Balusu has been the CIO of Franchisor and its affiliates since September 2018. Prior to that, Mr. Balusu was the Vice President of Financial Systems for Perry Ellis International, Inc. from January 2000 through September 2018.

Kissel Goldman – Vice President of Retail Operations (Palm Springs, FL): Mr. Goldman has been the Senior Vice President of Retail Operations since July 2020. From September 2019 to July 2020, Mr. Goldman was the Vice President of Store Operations at Now Optics. From April 2018 to February of 2019, Mr. Goldman was the Regional Vice President of Store Operations for Lowe's Home Improvement. From January of 2015 to March of 2018, Mr. Goldman was the Vice President of Retail Strategy and Operations for Office Depot.

Lukana Justin – Senior Vice President of Marketing (Palm Springs, FL): Ms. Justin has been the Senior Vice President of Marketing since December 2018. Prior to that, Ms. Justin was the Vice President of Marketing for Office Depot from July 2009 through December 2018.

Daniel Garza – Director of Managed Care (Palm Springs, FL): Mr. Garza has been the director of Managed Care since October 2019. From August 2017 through October 2019, Mr. Garza was the Executive Director, managed Care Operations for Audiology Services. From March 2015 through August 2017, Mr. Garza was the Director of Managed Care Operations at Visionworks of America.

Nicole Lord – Vice President of Merchandising (Palm Springs, FL): Ms. Lord has been the Vice President of Merchandising since October 2019. Prior to that, Ms. Lord was the Sr. Director, Private Brand Development & Management at Office Depot, Inc. from September 2010 through October 2019.

Richard Perna - Regional Vice President of Franchise Operations (Tampa, FL): Mr. Perna has been the Regional Vice President of Franchise Operations since January 2021. From December 2018 to December 2020, Mr. Perna owned a consulting firm that focused on the Retail, Restaurant and Hospitality industries. From June 2000 to December 2018, Mr. Perna worked with the Dairy Queen System as a Multi-unit Franchisee and most recently as the Regional Director of Operations for the Southeast.

Charles Kowanetz – Senior Director of Franchise Sales (Palm Springs, FL): Mr. Kowanetz has been with Now Optics since October 2019 starting as the Divisional Director of Franchise Development and currently serves as the Senior Director of Franchise Sales. Prior to Joining Now Optics, Mr. Kowanetz was the Senior

Regional Manager for United Franchise Group, a parent company of 9 franchise brands in multiple industries, from November 2016 to November 2019. Mr. Kowanetz also served as the Director of Franchise Sales for Retro Fitness, a gym and fitness franchise, from March 2021 to November 2021.

Cory Carbonell: Franchise Development Coordinator (Palm Springs, FL): Mr. Carbonell has been the Franchise Development Coordinator since February 2022. Prior to his current position, Mr. Carbonell was the Business Development Manager for ValueCraftz from April 2021 to February 2022; the Director of Franchise Development with Accurate Franchising (United Franchise Group portfolio brand) from October 2018 to April 2021; the Senior Advisor with Accurate Franchising (United Franchise Group portfolio brand) from January 2018 to October 2018; and the Franchise Development Representative with United Franchise Group from August 2017 to January 2018.

Item 3
LITIGATION

Concluded actions:
Investment Strategy Group, Inc. v. M&D Optical Franchise, LLC - AAA Arbitration, case no. 01-20-0009-7462 (filed July 8, 2020)
Investment Strategy Group, Inc. ("ISG"), a former franchisee, filed arbitration claims against us alleging fraud, negligent misrepresentation, the breach of the express and implied obligations under the franchise agreement (including but not limited to wrongful termination), conversion, theft, wrongful eviction, and alleged violations of under Florida's Deceptive and Unfair Trade Practices Act. We denied all of ISG's claims, and filed counterclaims alleging breach of contract, tortious interference, account stated, open account, unjust enrichment, and trademark infringement. The parties reached a confidential settlement on April 5, 2021, whereby each party agreed to dismiss its respective claims with prejudice, with neither party admitting liability, the parties agreed not to disparage each other and executed mutual releases, we paid ISG $200,000, and each party agreed to bear its own attorney's fees and costs in connection with the arbitration.

Other than as outlined above, no litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

No bankruptcies are required to be disclosed by this item.

Item 5
INITIAL FEES

You must pay to us an Initial Franchise Fee in a lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is $34,900.00 for each My Eyelab® purchased. To those individuals who have served as active duty military members (U.S. Armed Forces and not discharged or released therefrom under dishonorable conditions) or first responders (police officers, EMTs, paramedics, and firefighters) for more than five years, we offer a ten percent (10%) discount off the initial franchise fee as an incentive. Incentive programs are subject to change at our discretion.

You must also pay to us or our affiliates the following amounts for procuring the following items needed to establish your business before your business opens: i) equipment from $51,998 - $95,535; ii) signage, fixtures, furniture and décor from $64,117 - $68,679; iii) computer and point of sale system from $35,000 - $37,500 and iv) inventory to begin operation from $6,684 - $10,583. All initial fees and payments stated in this Item are nonrefundable.

If you enter into a Regional Area Development Agreement ("Development Agreement") attached hereto as Exhibit B, you will pay an Initial Development Fee equal to the Initial Franchise Fee for your first My Eyelab® Franchise and one-half of the Initial Franchise Fee for each committed Unit beyond the first. These amounts will be credited against the Initial Franchise Fee for your first and subsequent Units. A minimum of three (3) committed locations is required for a Development Agreement. All other fees and expenses stated herein, including but not limited to Items 6 and 7, apply to each Unit opened and such costs should be presumed to increase over time. The time frame for opening the remaining committed Units will be included in Section 4 to the Development Agreement.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	4% of weekly Gross Sales[1]	Due on Wednesday of each week on Gross Sales during previous week ending Saturday	Fee imposed by and payable to Franchisor.
Advertising Fund Fee	Up to 8% of weekly Gross Sales[1] (currently is 8%)	Due on Wednesday of each week on Gross Sales during previous week ending Saturday	See Item 11 for a detailed discussion about this Fund. Fee imposed by and payable to Franchisor.
Cooperative Advertising Programs Fee	Currently None	As Cooperative Program directs	See Item 11 for discussion about Cooperative Advertising Programs should we choose to implement one.
Contact Center Fee	2% of weekly Gross Sales[1]	Due on Wednesday of each week on Gross Sales during previous week ending Saturday	The Contact Center will automate tasks such as acceptance of inbound calls, outbound call campaigns, scheduling and confirmation of appointments, and notifying customers when their glasses are ready. Fee imposed by and payable to Franchisor.
Additional Training or Assistance Fee	Contained in the Franchisor's most current Operations Manual	When training or assistance begins	We may charge you for training newly-hired personnel; for refresher training courses; and for additional or special assistance or training you need or request. These fees will be imposed by and payable only to Franchisor. For all training sessions, you must pay directly for your trainees' and representatives' salaries and benefits, and for their travel, lodging and meal expenses. We may deem additional training necessary and required should we determine that you are performing below standard.
Convention Fee	Approximately $500	Upon invoicing	You must attend our Franchisee Convention at your additional cost and expense. This Convention is held as frequently as annually. The fee is imposed by and payable to us.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	When transferred to someone outside the My Eyelab® franchise system: 80% of then-current Initial Fee; When transferred to an existing My Eyelab® franchisee: 50% of then-current Initial Fee. Transferor may also be required to pay $1,500 towards the Franchisor's costs associated with the Transfer	Before transfer completed	Fees imposed by and payable to Franchisor. No charge if Franchise Agreement transferred to an entity you control.
Product and service purchases	Varies[3]	Weekly	You must buy certain products or services sold or offered at your franchised Store only from us or authorized suppliers. See Item 8.
Warranty	The actual cost	As incurred	You must offer your customers a 30 -day manufacturer warranty on eyeglasses, no questions asked, and a one (1) year warranty on eyeglass frames. You are responsible for all costs, such as shipping, and including the cost of the frames that exceeds the 20% co-pay paid by the customer.
Computer Systems, Technology, Support	Current Computer System: $10,000-$15,000 New Proprietary Software or Technology: fees will be contained in our most recent Operations Manual	When billed	The computer system currently required by us is a POS system that serves as a database for customers, inventories, sales, procedures and more. This fee is currently imposed by and payable to us. We or a third party may charge you a fee for any proprietary software or technology that we, our affiliates or a third -party license to you, and for other maintenance and support services that we or a third party might provide in the future.

Type of Fee	Amount	Due Date	Remarks
Audit	The actual cost to us of inspection or audit[2]	15 days after billing	Fee imposed by and payable to Franchisor and owed if you do not give us reports, supporting records or other required information, or if you understate required payments by more than 2%.
Interest	Interest on Late Payments is 18%, not to exceed the highest rate permitted by law[4]	15 days after billing	Fee imposed by and payable to Franchisor and owed on all overdue amounts
Maintenance and Refurbishing of Store	You must reimburse our actual expenses	15 days after billing	If, after we notify you, you do not undertake efforts to correct deficiencies in Store appearance or refurbish your Store within the timeframe prescribed by us, then we can undertake the repairs or refurbishment and you must reimburse us.
Insurance	You must reimburse our actual expenses	15 days after billing	If you fail to obtain insurance[5], we may obtain insurance for you and you must reimburse us directly.
Insufficient Funds	$100 charge for each NSF check	As incurred	Fee imposed by and payable only to Franchisor if you have insufficient funds in your EDTA to cover a payment, or, if you pay by check, the check is returned for insufficient funds
Non-Compliance Fee	$500 initially, and then $250 per week until compliance is achieved	After 10 days' written notice	Payable to us in event of your non-compliance with franchise agreement or operating standards, to cover estimate of our internal cost of personnel time addressing the non-compliance.
POS Maintenance Fee	Currently $4,300	Annually	Paid to us in monthly installments. Prorated billing begins the month after your Store opens for the remainder of the calendar year.
Management Fee	$400 per person per day (plus costs and expenses)	As incurred	Owed when we (or a third party) manage your Store after your managing owner's death or disability, or after your default or abandonment. Fee imposed by and payable only to Franchisor.

Type of Fee	Amount	Due Date	Remarks
Relocation Fee	$5,000 within Trade Area; new franchise fee outside of Trade Area	Prior to relocation	Owed when you relocate your Store. Fee imposed by and payable only to Franchisor.
Attorneys' Fees and Costs	Will vary under circumstances[6]	As incurred	Fee owed when we are the prevailing party in a dispute over enforcement of the Franchise Agreement. See Franchise Agreement Section 17.D. Imposed by and payable only to Franchisor.
Renewal Fee	10% of our then-current Initial Franchise Fee	Prior to renewal	Paid to and imposed by us upon the granting of a renewal of your Franchise Agreement.

This table lists all other fees that a franchisee must pay to the Franchisor or its affiliates, or that we or our affiliates impose or collect for a third party. All fees are generally uniform and non-refundable. Amounts of fees may increase or change over time. You will be required to sign an ACH Authorization Form (attached to the Franchise Agreement as Exhibit H) permitting us to electronically debit your designated bank account for payment of all fees payable to us as well as any amounts that you owe to us or our affiliates for the purchase of goods or services. You must ensure that there are sufficient funds available in your account for withdrawal before each due date.

NOTES

[1] "Gross Sales" means the total of all revenue and receipts derived from the operation of the Store, including, but not limited to, all amounts received at or away from the Store, or through or by means of the business you conduct at your Store facility, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions, but excluding only (1) sales taxes collected from customers and paid to the appropriate taxing authority, and (2) all customer refunds and credits your Store actually makes. Without limiting the generality of the foregoing, "Gross Sales" includes all amounts that third party marketing agencies, such as, for example, Groupon, receive and retain from your customers for marketing products or services that these customers purchase from your Store. "Gross Sales" also includes the full suggested retail price for any goods or services that are provided at a discount, other than discounts that are part of special programs recommended or approved by us.

[2] We assume costs vary depending on factors, including prevailing auditor's rates in your area, the business activity being audited, and how well you keep your books and records. You pay our actual costs only. You should be able to investigate these costs by contacting auditors in your area.

[3] Costs vary depending on type and availability of services and products, shipping costs, travel costs, and other similar factors.

[4] Interest begins from the date payment was due, but not received, or date of underpayment.

[5]See Item 8 for insurance requirements.

[6]Attorneys' fees and costs vary on location, claims involved, difficulty/complexity of issues, among other possible factors. You pay our actual costs only for attorneys' fees and costs in enforcing the Franchise Agreement.

Item 7
ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount [1] (Low-High Range)	Method of Payment	When Due	To Whom Payment is to Be Made
Initial Franchise Fee[1]	$34,900 per unit franchise	Lump sum	Upon signing of your Franchise Agreement	To Us
Travel and Living Expenses for Initial Training[2]	$0 - $2,000	As arranged	As incurred	Third Parties
Store Launch Advertising and Marketing	$5,000	Lump sum	Upon signing your Franchise Agreement	To Us
Signage, Fixtures, Furniture, Exam Equipment	$116,115 - $164,214	As arranged	As incurred	Us or our Approved Vendors
Point of Sale (POS), Computer System, Camera, Music Systems & Wiring[3]	$35,000 - $37,500	As arranged	As incurred	Us or our Approved Vendors
Office/Janitorial Supplies	$500	As arranged	As incurred	Third parties
Construction, project management, space planning, working drawings[4]	$50,000 - $230,000	As arranged	As incurred	Third Parties
Inventory to Begin Operating[5]	$6,684 - $10,583	As arranged	As incurred	Us or our Approved Vendors
Warehouse and Distribution[10]	$19,009 - $40,000	As arranged	As incurred	Us
Business Licenses and Permits[6]	$350 - $1,500	As arranged	As incurred	Third parties
Lease Payments,[7]	$0 - $19,000	As arranged	As incurred	Third Parties
Security Deposits and Utility Payments	$0 - $5,000	As arranged	As incurred	Third parties
Professional services[8]	$2,000 - $5,000	As arranged	As incurred	Attorneys and accountants
Insurance (first 3 months)[8]	$300 - $1,000	As arranged	Before opening	Our Approved Vendor

Type of Expenditure	Amount [1] (Low-High Range)	Method of Payment	When Due	To Whom Payment is to Be Made
Additional Funds (Three Months Operating Cash)[9]	$30,000 - $45,000	As arranged	As incurred	Us, our Approved Vendors or Third Parties
Total	$299,858 - $601,197			

ESTIMATED INITIAL INVESTMENT FOR AREA DEVELOPMENT AGREEMENT

Type of Expenditure	Amount [1] (Low-High Range) for 3 Units	Method of Payment	When Due	To Whom Payment is to Be Made
Initial Franchise Fee[1]	$104,700	Lump sum	Upon signing of your Franchise Agreement	To Us
Travel and Living Expenses for Initial Training[2]	$0 - $6,000	As arranged	As incurred	Third Parties
Store Launch Advertising and Marketing	$15,000	Lump sum	Upon signing your Franchise Agreement	To Us
Signage, Fixtures, Furniture, Exam Equipment	$348,345 - $492,642	As arranged	As incurred	Us or our Approved Vendors
Point of Sale (POS), Computer System, Camera, Music Systems & Wiring[3]	$105,000 - $112,500	As arranged	As incurred	Us or our Approved Vendors
Office/Janitorial Supplies	$1,500	As arranged	As incurred	Third parties
Construction, project management, space planning, working drawings[4]	$150,000 - $690,000	As arranged	As incurred	Third Parties
Inventory to Begin Operating[5]	$20,052 - $31,749	As arranged	As incurred	Us or our Approved Vendors
Warehouse and Distribution[10]	$57,027 - $120,000	As arranged	As incurred	Us
Business Licenses and Permits[6]	$1,050 - $4,500	As arranged	As incurred	Third parties

Type of Expenditure	Amount [1] (Low-High Range) for 3 Units	Method of Payment	When Due	To Whom Payment is to Be Made
Lease Payments,[7]	$0 - $57,000	As arranged	As incurred	Third Parties
Security Deposits and Utility Payments	$0 - $15,000	As arranged	As incurred	Third parties
Professional services[8]	$6,000 - $15,000	As arranged	As incurred	Attorneys and accountants
Insurance (first 3 months)[8]	$900 - $3,000	As arranged	Before opening	Our Approved Vendor
Additional Funds (Three Months Operating Cash)[9]	$90,000 - $135,000	As arranged	As incurred	Us, our Approved Vendors or Third Parties
Total	$899,574 - $1,803,591			

NOTES

[1] The Initial Franchise Fee is actual, all other amounts represent estimates based on our experience as Franchisor of the My Eyelab® stores, the experience of our affiliates as operators of My Eyelab® and Stanton Optical stores, and our executives' years of experience in the optical store industry. Your actual costs to develop and open a franchised Store may be higher or lower than the amounts shown in this Item based upon the particular circumstances applicable to the Store (such as rental, labor, and other costs in the area in which the store is located) and your own choices. The amounts shown are only estimates, and we cannot guarantee that you will not have larger or additional expenses in starting your business. Your costs will also depend on factors such as how closely you follow our methods and procedures, your management skill, experience and business acumen, local economic conditions, the prevailing wage rate, competition, your rent, the extent of your local marketing, and the sales levels reached during the Initial Period. You should carefully review the information in this Item, including the footnotes, and do your own investigation, and should seek the help of qualified advisors before making any decisions about an investment in a Store. None of the amounts in this Item are refundable, unless otherwise noted. Neither Franchisor nor any affiliate finance any part of your initial Franchise investment. Importantly, an area developer's expenditures for additional single Units may be higher than those set forth in the Item 7 because the developer must enter into the then-current Franchise Agreement for each Unit opened, and costs can be presumed to increase over time.

[2] ~~See Item 11.G~~ You are responsible for all expenses involved in attending any of our trainings, including but not limited to travel, meals, hotel and other living expenses.

[3] ~~See Item 11.E~~ Current POS and other operating system requirements are further outlined in Section 11E. These may change from time to time.

[4] To adapt a newly leased or acquired Store for operation of the franchised Business, likely will require renovation. The cost of the leasehold improvements will vary depending on factors, including the size, condition and location of the Store, local wage rates and the cost of materials. The low estimate assumes that your landlord will provide a partial build-out allowance. The amounts you pay for leasehold improvements are typically non-refundable. You should inquire about the refund policy of the contractor at or before the time of hiring. Project Management is required; the estimated cost is $8,500 - $16,500, depending on the project.

[5] ~~See Item 8~~You must maintain in sufficient supply and use and sell only approved products and services and other goods that meet our standards and specifications, which may include products specified by us by name brand. Your purchases to be made according to our specifications or from our affiliates or approved suppliers will include inventory and customized glasses orders.

[6] ~~See Item 1. Also, state and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits~~ State and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits. Additionally, state and local regulations may require additional licensure (e.g., licensed dispensing opticians).

[7] You must lease or otherwise provide a suitable space for the operation of the franchised Business. Typically, the space will range in size from 2,000 to 2,500 square feet for a standard franchise. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. Lease costs will vary based upon location, square footage, cost per square foot and required maintenance fees. If you buy property on which to locate your store, you will incur additional real estate acquisition costs.

[8] We recommend that you employ an attorney, an accountant and other consultants to assist you in establishing and evaluating your franchised Business.

[9] This is an estimate of the Additional Funds you will need prior to opening for business that are not included in the other cost categories in this Item, and after opening your business for an initial period of three months (the "Initial Period"). After opening for business, you will need working capital to support ongoing expenses to the extent they are not covered by sales revenue. We relied upon the experience of our affiliates and our experience as Franchisor of My Eyelab® stores in formulating the estimate of Additional Funds. The amount of cash reserves you will need will depend on factors such as your management skill, how well you follow the System, your experience and business expertise, economic conditions, the local market for your business, competition and the performance of your Store. ~~The estimate is not an assurance that even more funds will not be needed.~~ These estimated expenses include payroll costs, but your labor expenses may differ depending on actual staffing levels, state employer taxes, wage levels and benefit levels. The estimate does not reflect debt service or any salary or draw for you or your owners, or living expenses or personal expenses that you may incur during the time you spend to develop and open your Store or during the Initial Period.

[10] Warehouse and Distribution costs are for the warehousing and shipping of the Fixtures, Furniture, and Equipment from our distribution center to your store. Costs may vary depending on length of time items need warehousing and current shipping costs.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Sourcing Restrictions Generally

To maintain the quality of the services and goods that My Eyelab® stores offer and sell, as well as the reputation and goodwill of our Marks, you must operate your Business according to our System standards and specifications, as set forth in our confidential Operations Manual and otherwise. The System standards and specifications may regulate, among other things: (i) the types, models, and brands of equipment, products, supplies and services your Business uses; (ii) required and authorized products and services that your Business must offer; (iii) required and authorized product and service categories; (iv) designated and approved suppliers of these items and services; and (v) design and layout specifications for a My Eyelab® store.

You must maintain in sufficient supply and use and sell only approved products and services and other goods that meet our standards and specifications, which may include products specified by us by name brand. Your purchases to be made according to our specifications or from our affiliates or approved suppliers will include furniture, fixtures, optical and other equipment, software, inventory and customized glasses orders. Payment for required purchases of products or services from Franchisor or its affiliates will be due on a weekly basis unless we agree otherwise in writing. There are no purchasing or distribution cooperatives in place at this time, but they may be established in the future. We may receive referral fees, commissions or other compensation for franchisees' purchases from our required suppliers.

Of the total purchases that will be required to establish and operate your My Eyelab® Store, we estimate that 100% of these purchases will be from us, our affiliates, or approved or designated suppliers or will consist of items that must meet our specifications.

Required and Approved Suppliers

We limit the suppliers from whom you purchase furniture, fixtures, equipment, products and services for your Store. Products used and sold in your Store must only be purchased from us or our affiliates or approved vendors. Any modifications of standards, specifications and approved suppliers or vendors are provided to franchisees in writing issued by us.

Certain signage, furniture, fixtures, equipment, and a computer and point of sale system needed to establish your business, and eyeglasses and certain other products sold in the Store, must be purchased from us or our affiliates. Customized eyeglass orders will be manufactured by and must be purchased from one of the three labs operated by our affiliate Vision Precision Holdings, LLC.

We negotiate purchase agreements with our approved suppliers for your benefit. We or our affiliates may receive rebates or other benefits from suppliers for your transactions with them. Except as discussed above, we do not provide other material benefits to you based on your use of our designated or suggested suppliers.

For the fiscal year January 1, 2022, we received $11,143,461.31 from required purchases or leases by franchisees. This was 85.78% of our total 2021 revenue of $12,990,739. No suppliers make payments to us from franchisee purchases.

You will be required to provide optometric or ophthalmologic services from the My Eyelab Store either by employing a duly licensed optometrist or ophthalmologist or by contracting for our telemedicine eye exam services. If you are not permitted by law to provide optometric or ophthalmologic services directly, then you will enter into an agreement to lease or sublease space in or adjoining the My Eyelab

Store to an optometric professional. In the alternative, should you wish to use our affiliate's optometric professionals to provide optometric or ophthalmologic services at your My Eyelab Store, you will enter into an Eye Exam Refractive Services Agreement with us and an affiliated medical practice, a copy of which is attached to the Franchise Agreement as Exhibit F.

Insurance

You must obtain and maintain, at your own expense, certain insurance coverage. The areas of coverage required may include comprehensive or commercial general liability insurance, renter's insurance, business interruption insurance, and worker's compensation, professional liability, cyber coverage, and employer's liability insurance. The complete list of coverage types required, including the limits and specifications for each type, is listed in the below table. We reserve the right to update and increase these coverage types and amounts over time. You should establish requirements with your landlord or property owner for the required minimums for your location, any coverage required by law, or by your lease. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us as an additional insured party with cross liability among insureds and severability of interests. The policy must also provide that your insurance policy is the primary policy and non-contributing with any insurance carried by us or your landlord.

TYPE OF INSURANCE	LIMITS/SPECIFICATIONS
Comprehensive or Commercial General Liability (Including products / Completed operations)	$1,000,000 per occurrence; $2,000,000 aggregate; $100,000 fire damage legal
Automobile Liability	$1,000,000 combined single limit covering all owned and/or non-owned and hired autos
Franchisee's Property (Including equipment breakdown coverage)	Special peril coverage of property owned by tenant or for which tenant is legally liable; replacement cost value; minimum 90% of all values
Business Interruption	Special peril coverage of operations at leased premises at minimum coverage equal to $100,000/month or on a 12-month actual loss sustained basis
Professional Liability (Where optometrist employed by Franchisee)	$2,000,000 per occurrence; $4,000,000 aggregate
Workers' Compensation and Employer's Liability	Statutory limits and terms required by State for Workers' Comp. Coverage; $1,000,000 employer's liability limit
Employment Practices Liability	$500,000 per occurrence/ $500,000 aggregate
Cyber Coverage (Including first-party and third-party liability claims)	$500,000 per occurrence/ $500,000 aggregate
Umbrella or Excess Liability	$1,000,000 limit to extend above General Liability, Auto Liability, and Employer's Liability

Item 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	SECTION IN DEVELOPMENT AGREEMENT	DISCLOSURE DOCUMENT ITEM
Site selection and acquisition/lease	1.C, 2.A, 2.B, Exhibit B	5	7, 11, 12
Pre-opening purchases / leases	2.D, 2.E, 2.F	N/A	5, 7, 8, 11
Site development and other pre-opening requirements	2.C, 2.D	5.F	5, 7, 8, 11
Initial and ongoing training	4.A, 4.B	N/A	7, 11, 15
Opening	2.G, 2.H	N/A	7, 11, 15
Fees	3	3	5, 6, 7, 11, 12
Compliance with standards and policies/Operating Manual	4.C, 4.D, 8	N/A	1, 8, 11, 13, 14, 16
Trademarks and proprietary information	5, 6, 15.C, Exhibit E	8.A	13, 14
Restrictions on products/services offered	8.C	N/A	8, 16
Warranty and customer service requirements	3.D, 8.E, 8.J	N/A	11
Territorial development and sales quotas	N/A	1, 4	5, 12
Ongoing product/service purchases	8.D, 8.F	N/A	6, 8, 11, 16
Maintenance, appearance and remodeling requirements	8.B, 13.A	N/A	6, 11
Insurance	8.H	N/A	6, 7, 8
Advertising	9	N/A	6, 7, 11
Indemnification	16.D	10	13
Owner's participation, management, and staffing	8.A, 16.A	N/A	8, 15
Records and reports	10	N/A	6
Inspections and audits	11	N/A	6
Transfer	12	6	6, 17
Renewal	13	N/A	6, 17

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	SECTION IN DEVELOPMENT AGREEMENT	DISCLOSURE DOCUMENT ITEM
Post-termination obligations	15	7.D	17
Non-competition covenants	7, 15.D	8	14, 17
Dispute resolution	17	11	17
Personal Guaranty	16.E and Exhibit G	Exhibit A	15
Development Schedule	N/A	3	5, 12
Development Fees	N/A	4	5

Item 10
FINANCING

We do not have a program which offers direct or indirect financing to our franchisees. However, we may, on occasion, extend limited financing on a case-by-case basis, particularly if we permit a franchisee to purchase and take over a location that had been leased and built out to be an affiliate owned location. We do not guarantee your promissory note, lease or other obligations.

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

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

A. Before you open your Store, we will:

1. Approve your Store's location in writing at a site that meets our requirements, and provide you with an exclusive protected territory in a two-mile radius around the Store in which we will not open or license others to open another My Eyelab® store. (Franchise Agreement, Sections 1.C, 1.E, 1.F, 2.A; Area Development Agreement, Section 5). See further discussion in Item 11.F and Item 12 below.

2. Provide you with copies of our standard specifications and requirements for the design, layout, and equipping of a typical My Eyelab® business and required leasehold improvements. We do not provide assistance with conforming the premises to local laws, obtaining required permits, constructing, remodeling or decorating the premises, or hiring employees (Franchise Agreement Section 2.C; Area Development Agreement Section 5.F);

3. Provide suggested vendors for construction, remodeling, and decorating of your Store, and for human resources, and you must use our vendor for constructing, remodeling or decorating the premises if you are taking over an existing or in development location (Franchise Agreement Sections 2.C, 2.D, 8.B);

4. Identify the products, materials, equipment, computer hardware and software, supplies, and services you must use to develop, build-out, and operate your Store and its business, the minimum standards and specifications you must satisfy, and the designated and approved suppliers from which you must or may buy or lease these items. (Franchise Agreement Sections 2.D, 2.E, 2.F, 8.D);

5. As per the below subsection entitled "Training," provide an initial training program for you and at least one of your managers in the operation of a My Eyelab® store; however, we do not hire your employees or provide them training (Franchise Agreement Sections 4.A, 16.A);

6. Provide to you, on loan, one copy of the My Eyelab® confidential Operations Manual(s) or provide you with access to an electronic copy of the confidential Operations Manual(s). The Operations Manual includes our System standards and information on your other obligations in connection with operating the Store. The Table of Contents of the Confidential Operations Manual(s), along with number of pages devoted to each section, is included as Exhibit D to this Disclosure Document (Franchise Agreement Sections 4.C, 4.D);

7. Provide to you on-site assistance and guidance at your Store for a period of two days in connection with the opening and initial operation of your Store (Franchise Agreement Section 4.B); and

8. Develop and provide you with a webpage on our website. (Franchise Agreement, Section 9.C).

9. Advise and assist you on a Store launch advertising and marketing program for your business. (Franchise Agreement, Section 2.H).

B. <u>After the opening of the Store, we will</u>:

1. Assist you with telemedicine (where applicable), contact center services, and billing support (Franchise Agreement Sections 4.B, 8.F).

2. Make available to you operations assistance and ongoing training and assistance as we deem necessary, including through our inspections of your Store (Franchise Agreement Sections 4.A, 4.B, 4.C, and 11.A);

3. Administer the Advertising Fund, as described below in this item (Franchise Agreement Section 9.A);

4. Approve and provide forms of advertising materials you will use for local advertising, grand opening advertising and cooperative advertising (should we implement or require cooperative advertising) (Franchise Agreement Section 2.H, 9.B);

5. Provide you with modifications to the Confidential Operations Manual(s) as they are made available to franchisees (Franchise Agreement Section 4.D);

6. Provide periodic (typically annual, but at our discretion) franchisee meetings or conventions (Franchise Agreement Section 4.A);

7. Make available to you approved products, materials, and supplies used in operation of your business, through us or our affiliates or approved suppliers (Franchise Agreement Section 8.D)

8. Improve and develop the franchised business as we decide to do in our sole judgment, including the development of products or services for you to offer to your customers;

10. Provide you a one (1) year warranty on parts for machines you purchase from us for your Store. You will be responsible for maintenance of the machines.

C. Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchised store is between 240 and 300 days. Factors that may affect your beginning operations include but are not limited to your ability to obtain a lease, to secure financing or permits, zoning and local ordinances, weather conditions, and shortages or delays in installation of equipment and fixtures. You must locate an approved site location and sign a lease within 150 days of the signing of the Franchise Agreement. We have 15 days to approve or disapprove a proposed site. In proposing or approving a Store site, we consider factors such as area population, neighborhood and general location, traffic patterns, real estate quality, and surrounding competition. We generally do not own the premises leased by franchisees. Your Store must be operational within 360 days after signing the Franchise Agreement, unless we agree to an extension of this deadline. If you do not submit an acceptable site to us for our approval within the time limit described above or if you do not open your business for operation within the time limit described above, we have the right to terminate the Franchise Agreement. If a franchisee is unable to open within the required time period but is diligently attempting to comply with its opening obligations, our practice has been to grant the franchisee additional time to open, but we have no obligation to do so.

D. Advertising and Marketing (Franchise Agreement Article 9)

We provide local, regional and national advertising for the franchise system, reserving the right to use all available forms of media. We currently provide such advertising through television, radio, print, internet, out-of-home, and social media. We use various sources for the production of advertising, including in-house and third-party sources. We also provide a landing page for your Store on the main website.

We have established an Advertising Fund to pay for advertising, marketing, marketing materials, public relations programs, research and development and such other franchise System development programs and activities that we deem appropriate from time to time. You agree to contribute to the Advertising Fund the amounts that we periodically prescribe, not to exceed eight percent (8%) of your Gross Sales payable in the same manner as the Royalty (or in such other manner as we periodically prescribe). Currently we are requiring Advertising Fund contributions of 8% of Gross Sales.

We will designate, direct and have complete control over all advertising and marketing programs (including the creative concepts, materials, endorsements and media used for the programs as well as the geographic, market and media placement and allocation of the programs) and all other brand development activities. The Advertising Fund may pay for: (i) preparing and producing video, audio and written materials and digital and electronic media (including social media); (ii) administering regional and multi-regional marketing and advertising programs, including, without limitation, marketing contests, purchasing trade journal, direct mail, radio and other media advertising and using advertising, promotion and marketing agencies and other advisors to provide assistance; (iii) supporting public relations, market research and other advertising, brand promotion and marketing activities; (iv) development and improvements to our website; (v) research, development and promotion for new products and services that may be offered at or for My Eyelab locations; and (vi) research, development and promotion to improve our System Standards, customer brand loyalty, the System. The Advertising Fund will periodically give you samples of advertising, marketing and promotional formats and materials at no cost and will sell you multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling and storage charges.

We will account for the Advertising Fund separately from our other funds and not use the Advertising Fund for any of our general operating expenses, except to compensate us for the reasonable salaries, administrative costs, travel expenses and overhead we incur in administering the Advertising Fund or any of its permissible activities referenced in the prior paragraph. The Advertising Fund will not be our

asset. The Advertising Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Advertising Fund or any other reason. The Advertising Fund may spend in any fiscal year more or less than the total Advertising Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will prepare an annual, unaudited statement of Advertising Fund collections and expenses and give you the statement upon written request. We may incorporate the Advertising Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Subsection.

We intend the Advertising Fund to maximize recognition of and goodwill in the Marks and patronage of My Eyelab locations, and to help improve the overall consumer experience and brand reputation. Although we will try to use the Advertising Fund, in part, to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all My Eyelab locations, we need not ensure that Advertising Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Advertising Fund contributions by My Eyelab locations operating in that geographic area or that any My Eyelab store benefits directly or in proportion to its Advertising Fund contribution from the development or placement of advertising and marketing materials. My Eyelab stores that our affiliate owns are not required to contribute to the Advertising Fund, but separately provide funding for My Eyelab® advertising and promotional programs within their target markets.

For the fiscal year ending January 1, 2022, we used these Advertising Funds primarily for advertising and marketing programs in the geographic areas of Atlanta, GA; Austin, TX; Bowling Green, KY; Dallas-Ft Worth, TX; Houston, TX; Laredo, TX; Miami-Ft Lauderdale, FL; Oklahoma City, OK; Orlando, FL; San Antonio, TX; Sacramento-Modesto, CA. The funds were used towards advertising production, media-placement and administrative expenses in the following manner: 0% production; 100% media placement; 0% administrative expenses.

We do not currently operate local advertising cooperatives. You will participate in any local advertising cooperatives in your Store's region that we may in the future implement pursuant to the guidelines that we set forth. The area or membership of the cooperative would be defined by us at that time. Your required contribution to such a cooperative may be in addition to your maximum Advertising Fund contribution as outlined above.

You are also encouraged to implement and conduct local advertising, marketing and promotional programs for your Store. Local advertising expenses will be for advertising specifically for the Store, such as a telephone directory advertisement, directional billboard, or direct mail inserts, coupons or flyers for the Store, and include local promotional campaigns. You are permitted to use your own advertising materials, after receiving written approval from us. Our approval or disapproval will be provided within five (5) business days of receiving the request.

We do not have an advertising council consisting of franchisees that advise us on advertising policies. We may establish such a council in the future, in which event the council will serve in an advisory capacity only, and the members will be selected by us.

E. Computer/Point-of-Sale System (Franchise Agreement Section 2.F)

You must purchase and use the hardware and software programs we designate. The computer system currently required by us is a POS system that serves as a database for customers, inventories, sales, procedures and more. This system has an initial up-front cost of $12,500.00. You are required to maintain your computer system, and an annual maintenance charge must be paid directly to us to keep the system up to date. This fee is currently $4,300.00 but may be adjusted annually, and will be billed in monthly

installments beginning the month that your Store opens for business. You must use the vendor of our choosing for your initial computer setup at your Store. We also require that you use Quickbooks as your accounting system, or such other accounting system as we may designate from time to time. Should we implement a new computer system for the My Eyelab® System in the future, you will be required to update your computer system accordingly. There are no limitations on the frequency of maintenance and updates to your computer system.

We or a third party may charge you a fee for any proprietary software or technology that we, our affiliates or a third party may license to you in the future, and for other computer or software maintenance and technical support services that we or a third party might provide in the future. We have the right to independently access all information you collect or compile at any time without prior notification.

F. Operations Manual (Franchise Agreement Section 4.D)

We will provide access to you, to use in operating your Store during the term of the Franchise Agreement, one (1) copy of our confidential Operations Manual, which might include hyperlinks to documents and videos. You will also be able to access the Operations Manual online. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures and rules that we periodically prescribe for operating a My Eyelab store ("System standards") and information on your other obligations under this Agreement. We may modify the Operations Manual periodically to reflect changes in System standards, and you will be required to comply at your expense with any changes in mandatory System standards.

Our current Operations Manual contains 203 pages, and the Table of Contents is attached hereto as Exhibit D.

G. Training (Franchise Agreement Section 4.A)

We provide you an initial training program that covers material aspects of the operation of your Store and utilizes written materials, such as our Operations Manual, computers and equipment and machinery. Both you and your Store manager must satisfactorily complete initial training prior to opening your Store. If you will manage your Store, you must bring at least one other employee to initial training. Initial training must be completed at least 30 days before opening your Store. Initial training is conducted whenever a new franchise is projected to open. This initial training is in addition to any on-site opening assistance we may provide to you. Your Store must at all times be under the day-to-day supervision of you or a designated manager who has satisfactorily completed our training program and been approved by us. Within 30 days of hiring or promoting a new manager, said manager must attend our full initial training program unless Franchisor agrees to a lesser amount of training.

We will not require training or certifications in addition to the initial training listed above. We will, however, provide additional, optional training on occasion. Up to two of your employees may attend the initial training program as part of the Initial Franchise Fee. You must pay $2,500.00 for each person attending the initial training in addition to these two. You will be charged for any additional, refresher, or new employee's training after the initial training, and the cost will be contained in the most current Operations Manual. Such additional training will be required should we determine, in our sole discretion, that you are performing below standard. You are responsible for all expenses involved in attending any of our trainings, including but not limited to travel, meals, hotel and other living expenses.

Richard Perna will oversee the training program. Mr. Perna has over 30 years of experience in training and operations, and over 15 years in the franchise industry. Our training program is not routinely scheduled but will be provided as needed. The initial training will occur at one of our training-certified

stores in Dallas, Texas, Orange Park, Florida, or Hialeah, Florida. The initial training program must be completed to our satisfaction prior to your Store's opening.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction to My Eyelab	1.0 hours	0 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
Store Tour	0 hours	1.0 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
HIPAA and Safety Protocols	1.0 hours	0.5 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
MRS/Equipment Training and Patient Journey	2.5 hours	12.5 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
Patient Coordinators	0.0 hours	16.0 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
Dispensing	0.5 hours	7.0 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
Back Office Training	13.5 hours	13.5 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
Customer Journey and Sales Process	1.0 hours	0.0 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
Sales Associates	0.0 hours	24.0 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
Brand Managers	0.0 hours	7.0 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
Final wrap-up	1.0 hours	0.0 hours	Dallas, TX; Orange Park, FL; or Hialeah, FL
TOTAL	**20.5 hours**	**81.5 hours**	

Item 12
TERRITORY

You will have an exclusive territory (your "Protected Territory") around your Store location, which location must be approved by us. Your Protected Territory will be a two (2) mile radius around your Store. If you are in compliance with the Franchise Agreement, we are not permitted to open, or allow others to open, another My Eyelab® store within the Protected Territory.

You may purchase a single-unit franchise with one location, multiple-unit franchises, or area franchise development package with three or more locations pursuant to our Area Development Agreement. Either way, each unit will have its own Franchise Agreement, which grants you the right and license to establish and operate a My Eyelab® Store at a location approved by us within a general geographic area (the "Trade Area") described within your Franchise Agreement within which your Store shall be located. If you do not have an approved Store location or locations for your Unit(s) at the time of signing a Franchise Agreement, your Agreement will identify a Trade Area in which your My Eyelab® Store location(s) will be established.

In approving a Store location under a franchise or area development agreement, we perform market research and consider factors such as area population, income, quality of available real estate, and surrounding competition. We must approve or disapprove a Store location within 15 days of you proposing the location. Franchisor may also present Franchisee with a recommended site location based on Franchisor's market research. If Franchisee declines Franchisor's recommendation for the location of its Store or fails to respond to the recommendation within 15 days of Franchisor's written communication of the same, Franchisor or its affiliates shall have the option of utilizing the location for opening a company-owned store. Should Franchisor exercise this option, a two-mile radius around the corporately owned store shall be effective and be removed from the Franchisee's Trade Area as an option for the Franchisee's location of its Store.

You must operate the My Eyelab® Store only at the approved location and may not relocate your Store without first obtaining our written consent. We may permit you to transfer your Store to a different location under certain conditions and at our sole discretion. If we approve the relocation of your Store within the Trade Area, you will pay a relocation fee to us in the amount of five thousand dollars ($5,000.00) If you wish to relocate the Store outside of the Trade Area, such request shall be considered a new franchise subject to approval in accordance with our then-current new franchise criteria and fees. You must be in full compliance with the terms of your Franchise Agreement to acquire such approval or to establish additional Stores. You may not establish or operate another My Eyelab® Store unless you enter into a separate Franchise Agreement for that Store. We sometimes provide rights of first refusal or similar rights to acquire additional franchises within certain areas at our sole discretion.

We do not impose restrictions on you soliciting customers or patients outside of your exclusive territory; however, you are only permitted to sell our products at and from your Store. No other source of distribution is permitted. We do not operate, franchise, or plan to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those your My Eyelab® franchise will offer, however, certain of our affiliates operate businesses under the trademarks Stanton® or Stanton Optical™ that sell the same goods and services to those that the franchisee will offer. None of these outlets are owned or operated by Franchisor.

We and our affiliates retain the absolute right, in our sole discretion, to engage in any of the following business activities we deem appropriate:

(1) To operate and grant to others the right to operate My Eyelab® stores or other stores using the System or the Marks at any locations outside your Protected Territory, including immediately outside your Protected Territory such that the stores would compete with your Store and draw customers from the same Store Trade Area as your Store, and on such terms and conditions as we deem appropriate;

(2) To acquire other companies, businesses and/or proprietary marks and to be acquired by others (in either case, regardless of the form of transaction, and even if the other business competes with you);

(3) To operate, and grant to others the right to operate retail optical stores and otherwise provide optical goods and services under other trade names, trademarks, service marks and commercial symbols different from the Marks, notwithstanding the fact that such retail optical stores may be the same as or similar to a My Eyelab® store or may be located in your Trade Area or Protected Territory;

(4) To sell products identified by the Marks or by other trademarks in any channel of distribution other than retail optical stores, such as the internet, catalogs, telemarketing, or other direct marketing sales, without geographical limitation and outside or within your Protected Territory; and

(5) To own, operate or license others to operate My Eyelab® stores at any store or location which is a non-traditional venue, even if located within the Protected Territory, with such non-traditional venues including but not limited to (a) institutional settings, including schools, hospitals, military facilities, and/or governmental and municipal facilities, (b) American Indian reservations, and (c) any venue in which optical sales or services are or may be provided in a nationally-recognized retail or pharmaceutical outlet.

Item 13
TRADEMARKS

Under the Franchise Agreement you receive the right to operate your business under the **MY EYELAB®** Mark, which is the principal trademark used to identify our System. The My Eyelab® Mark is registered on the U.S. Patent and Trademark Office's principal registry. No renewal affidavits are due until December 1, 2025. You may also use any other current or future Marks that we may designate to operate your Store. By "Marks," we mean any and all trade names, trademarks, service marks or logos authorized by us to be used to identify your business or the goods and services provided by your business. You may not use trade names, trademarks, service marks or logos that we have not designated to identify your business.

Mark	Registration Number	Registration Date	Registration Type
	6,209,728	December 1, 2020	Principal Registry
MY EYELAB	5,149,639	February 28, 2017	Principal Registry

The Marks are owned by our affiliate, Now Optics Intellectual Property, LLC. The My Eyelab® Marks identified in the table above are registered on the federal principal trademark registry. Under a Second Amended Trademark License Agreement dated April 20, 2021, Now Optics Intellectual Property, LLC licensed us the right to use the Marks and to sublicense them to our franchisees to use in operating My Eyelab® franchises. The License Agreement is perpetual, but either we or Now Optics Intellectual Property, LLC may terminate it with 30 days' notice to the other. However, termination of the License Agreement will not affect existing franchise agreements. No other agreement limits our right to use or license the Marks.

You must follow our standards when you use the Mark(s), including giving proper notices of registration, when applicable, and obtaining fictitious or assumed name registrations required by law. You may not use our Marks in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a website not provided by us.

Currently, we know of no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceedings or material litigation involving the principal Marks. We know of no pending material federal or state court litigation regarding our use or ownership of the Marks.

You do not receive any rights to the Marks other than the non-exclusive right to use them in the operation of your My Eyelab® Business. You must use the Marks as the sole trade identification of the My Eyelab® Business. You may not use a name or Mark with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

We will participate in your defense or indemnify you for your reasonable expenses or damages, if you are a party to a legal proceeding involving your authorized use of our Mark(s), but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel. We will not reimburse you for disputes where we challenge your use of a Mark(s).

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the signs at your My Eyelab® Store, for any loss of revenue due to any modified or discontinued mark, or for your expenses of promoting a modified or substitute Mark(s). You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We have no pending patent applications that are material to the franchise. We own copyrights in the confidential Operations Manual(s), our website, our marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the My Eyelab® business and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Our right to use or license copyrighted items is not affected or materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information, including methods of business management, System standards, specifications, and methods of operation, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a My Eyelab® business. We will

provide our trade secrets and other confidential information to you during training, in the Confidential Operations Manual(s), and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your My Eyelab® business. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the My Eyelab® business. See Franchise Agreement Article 6 for more information.

Certain individuals with access to our trade secrets or other confidential information, including your owners (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company, partnerships, sole proprietorships or other business entity, and your managers, executives, employees and staff will or may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Non-Disclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right, at our option, to enforce those agreements or demand that you take action to enforce the agreements.

All ideas, concepts, techniques or materials concerning the My Eyelab® business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the confidential Operations Manual(s), trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in immediate termination of the Franchise Agreement.

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

You will at all times either serve as, designate one of your owners to serve as (if you are an entity), or hire someone to serve as a Brand Manager of the Store (the **"Brand Manager"**) and to devote full-time efforts to managing and supervising the operation of your Store. The Brand Manager will exert full-time efforts to fulfill your obligations under this Agreement, and will not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility or time commitments, or that may otherwise conflict with your obligations under this Agreement. If you or one of your owners does not serve as the Brand Manager, then you or your owners need not exert full-time efforts in the day-to-day operations of your Business, but you and your owners are responsible for supervising all activities of the Brand Manager.

You or one of your owners (if you are an entity) and the Brand Manager must successfully complete our initial training program before the opening of your Store. If you or one of your owners are the Brand Manager, then you shall bring at least one additional manager or employee to the initial training. If the relationship of the Brand Manager to you terminates or materially changes, you agree to promptly designate a replacement Brand Manager, and you or one of your owners must assume all of the obligations of the Brand Manager during the interim period. Any substitute Brand Manager must also complete our initial training program before engaging in any business pertaining to your Store. You shall pay the charges that we establish for training programs furnished to any individual who replaces a previously trained Brand Manager. System Standards may regulate your Business' staffing levels and employee qualifications,

training, dress and appearance, and we will require the Brand Manager, and may require other employees having access to our confidential information, to sign Confidentiality Agreements. (See Item 14).

If you are a business entity such as a corporation or limited liability company, you and your spouse will be personally bound by, and liable for the breach of, every contractual provision of the Franchise Agreement. If you are a corporation, each shareholder and spouse must sign the Guaranty and Assumption of Obligations ("Guaranty") attached as an exhibit to the Franchise Agreement and Area Development Agreement; if you are a partnership, each general partner and spouse must sign the Guaranty; and if you are a limited liability company, each member and manager and spouse must sign the Guaranty.

We have no control or authority over your employees or labor relations, including, among other things, employee selection, hiring, training, promotion, termination, discipline, hours worked, rates of pay, benefits, work assigned, or working conditions, or any other control over your employment practices. Your employees are under your control at your Business. You must communicate clearly with your employees in your employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that you are their employer and that we, as Franchisor of My Eyelab® locations, are not their employer.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You acknowledge and agree that the uniformity of services and offerings at all franchised My Eyelab® stores is critically important to the operation of your My Eyelab® Store and to the goodwill and reputation of the My Eyelab® brand and to us and other My Eyelab® franchisees. Accordingly, you may offer only the products and services we specify. You must offer all products and services we require and cannot choose only to offer certain of our products. All products offered must be purchased from us or our approved suppliers. You must not deviate from our standards and specifications without our prior written consent. We have the right to change the requirements of authorized products and services that may be offered at a My Eyelab® without limitation. You must discontinue offering any products or services that we may disapprove. Please see Item 8 for restrictions on sources of products and services.

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 agreement attached to this Disclosure Document.

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of franchise term	1.D	The initial term is ten years.
b. Renewal or extension of the term	13.A	You may renew at your option for two successive terms of five years, if we are still offering franchises at the time and subject to the conditions specified in (c) below. Upon renewal you must sign our then -current Franchise Agreement.
c. Requirements for franchisee to renew or extend	13.A, 13.B	You may renew the Franchise Agreement if you: have the right to maintain possession of the approved location for the term of the renewal; agree to refurbish the Store to the then-current standards for new My Eyelab franchises; have timely met all monetary obligations and other material obligations owed to us throughout the previous term; are not in default of any provision of the Franchise Agreement or any other agreement with us; have given timely written notice of your intent to renew; sign a current Franchise Agreement, which may have materially different terms and conditions than your original Agreement; comply with current training requirements; sign a general release of claims against us; and pay our renewal fee equal to ten percent (10%) of the then -current Initial Franchise Fee for new units.
d. Termination by franchisee	14.A	You may terminate the Franchise Agreement if you are in compliance with it, we materially breach it, and we either fail to cure our breach within 60 days of receiving your written notice, or, if our default cannot be reasonably cured within 60 days, we fail to commence and diligently pursue the cure within 60 days of your written notice.

Provision	Section in Franchise Agreement	Summary
e. Termination by franchisor without cause	12.F	We cannot terminate you without cause; however, upon transfer of the Franchise Agreement by Franchisor, the transferee may terminate the Franchise Agreement at will upon payment to Franchisee of the greater of three times Franchisee's then-current EBITDA for its Store or Franchisee's actual costs expended to date in performance of its obligations under the Agreement.
f. Termination by franchisor with cause	14.B, 14.C, 14.D	We may terminate the Franchise Agreement in the event of your default, in which event your interest in the franchise will terminate.
g. "Cause" defined-curable defaults	14.C, 14.D	Under the Franchise Agreement, you will have 10 days after we provide written notice to cure the following defaults which will result in termination of the Agreement if not cured: failure to accurately report Gross Sales; failure to timely pay amounts owed to us or our affiliates; failure to pay debts owed to others in connection with your franchise business; failure to maintain insurance or required licenses or permits; and violations of law. You will have 30 days after we provide written notice to cure the following defaults which will result in termination of the Agreement if not cured: breach of any provision of the Franchise Agreement other than those allowing us to terminate immediately or with 10 days notice; failure to comply with mandatory System standards other than those for which non-compliance allows us to terminate immediately or with 10 days notice; failure to commence or properly complete required maintenance, repairs, or refurbishment to the store; failure to pass a store inspection; failure to employ a full-time trained Brand Manager; or a default by you or your Owners or affiliates under the terms of another agreement with us or our affiliates (except that a breach of an area development agreement with us will not permit us to terminate franchise agreements for then-existing stores).
h. "Cause" defined-non-curable defaults	14.B	Franchisor may terminate the Franchise Agreement without affording Franchisee an opportunity to cure a default if Franchisee: becomes insolvent, enters bankruptcy, or has a receiver appointed; fails to meet deadlines for obtain approval of a location and signing a lease or opening for business (unless

Provision	Section in Franchise Agreement	Summary
		deadlines are extended); abandonment of business; transfers or attempts to transfer interest in Franchisee, store or Franchise Agreement without our approval; maintaining false books or records or submitting false reports to us; denying us from inspecting your store or auditing your books and records; conviction of felony or other crime that adversely affects reputation; lose possession of premises; unauthorized use of marks or confidential information; repeated defaults even if cured; or material breach which can't be cured.
i. Franchisee's obligations on termination/non-renewal	15	If the Franchise Agreement is terminated or not renewed, you must: stop operating the My Eyelab® business; stop using any trade secrets, Confidential Information, the System and the Marks; pay all sums owed to us within 15 days; pay liquidated damages to us; cancel or assign to us any telephone numbers, websites or social media pages, and assumed names; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement; and, if requested by us, assign to us your Store lease and sell us your furniture, fixtures, equipment, and inventory for the Store.
j. Assignment of contract by franchisor	12.F	There are no restrictions on our right to assign our interest in the Franchise Agreement. Upon transfer of the Franchise Agreement by us, the transferee may terminate the Franchise Agreement at will upon payment to Franchisee of the greater of three times Franchisee's then-current EBITDA for its Store or Franchisee's actual costs expended to date in performance of its obligations under the Agreement. Franchisee must provide written substantiation for claimed costs.
k. "Transfer" by franchisee-definition	12.A	"Transfer" includes any voluntary, involuntary, direct, or indirect assignment, sale, gift, disposition or encumbrance of an interest in the franchise, the franchisee entity, the Franchise Agreement, the franchise location, or the franchised business's assets.
l. Franchisor's approval of transfer by franchisee	12.A	Transfers by you are not permitted without our prior written approval.

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	12.C	We may consent to a transfer if: the prospective transferee meets our business and financial standards; we have not exercised our right of first refusal; all monetary obligations owed to us are paid; your obligations are discharged or assumed by the transferee; the transferee completes our training; the lessor has consented to assignment of the lease to the transferee; the transferee and all persons owning any interest in the transferee either assume the existing Franchise Agreement and guaranty or sign the then-current Franchise Agreement and guaranty; you or the transferee pay a transfer fee of 80% of the then current Initial Franchise Fee (or 50% if sale is to a current franchisee); the transferee has refurbished the Store; you and your Owners have executed a general release of us; we have approved the material terms and conditions of the transfer; you and your owners reaffirm your covenant not to compete; and any financing that you or your Owners offer transferee must be subordinate to any obligations of transferee to us.
n. Franchisor's right of first refusal to acquire franchisee's My Eyelab® business	12.B	We have a right of first refusal under which we can match an offer for a transfer of your interests in the business, its assets, or the Franchise Agreement.
o. Franchisor's option to purchase franchisee's My Eyelab® business	12.F, 15.F	Upon Franchisor's transfer of the Franchise Agreement the transferee has the right to purchase the franchise upon payment to Franchisee of the greater of three times Franchisee's then-current EBITDA for the Store or Franchisee's actual costs expended to date in performance of its obligations under the Agreement. Also, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the My Eyelab® business for fair market value.
p. Death or disability of franchisee	12.D	After the death or incapacity of an owner of the franchise, his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within six (6) months of death or incapacity, and we may terminate the Franchise Agreement if a transfer does not occur within one year from death or incapacity.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	7	You, your owners. and members of their families are prohibited from owning, being engaged or employed by, loaning money to, or diverting customers to a Competitive Business, as defined.
r. Non-competition covenants after the franchise is terminated or expires	15.C	For two years after the termination or expiration of the Franchise Agreement, you, your owners, and members of their families are prohibited from owning, being engaged or employed by, or loaning money to any Competitive Business within 25 miles of your Protected Territory or of the location of any other My Eyelab® store operating on the date of termination or expiration, and from diverting customers to a Competitive Business.
s. Modification of the agreement	17.I	The Franchise Agreement can be modified only by written agreement signed by you and us. We may modify the Confidential Operations Manual(s) or our System standards without your consent, and you will be required to comply with any revised mandatory System standards provided for in the Operations Manual or otherwise.
t. Integration/merger clause	17.I	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside of the Franchise Disclosure Document and Franchise Agreement are not enforceable.
u. Dispute resolution by arbitration or mediation	17.G	All disputes must go through mandatory mediation before a lawsuit is commenced, except that mediation is not required before a lawsuit is filed: • to enforce your obligation to pay money • for injunctive or equitable relief • if we have terminated the Franchise Agreement.
v. Choice of forum	17.H	Any litigation must be pursued in federal courts located in the Southern District of Florida or state courts in Palm Beach County, Florida, unless the applicable law in the state in which your business is located requires otherwise.
w. Choice of law	17.A	Florida law applies, subject to any applicable law in your state that provides otherwise.

DEVELOPMENT AGREEMENT

Provision	Section in Development Agreement	Summary
a. Length of franchise term	2, 4.A	The Development Agreement is for the term stated in Section 2 of the Agreement, or through the date you complete development of the number of My Eyelab® Stores required under the development schedule in Section 4 of the Agreement, whichever comes earlier. Any unit Franchise Agreements granted under the Development Agreement shall have an initial term of 10 years.
b. Renewal or extension of the term	4.C	There is no renewal term for the Development Agreement. We may in our sole judgment agree to extend deadlines in the development schedule, subject to payment of a fee not to exceed $1,000 per month for each Store for each schedule extension.
c. Requirements for franchisee to renew or extend	4.C	There is no renewal term for the Development Agreement. We may in our sole judgment agree to extend deadlines in the development schedule, subject to payment of a fee not to exceed $1,000 per month for each Store for each schedule extension.
d. Termination by franchisee	N/A	There is no right for you to terminate the Development Agreement.
e. Termination by franchisor without cause	7	We cannot terminate the Development Agreement without cause.
f. Termination by franchisor with cause	7.A, 7.B	We may terminate the Development Agreement in the event of your default, in which event your remaining interests in the Agreement will terminate; provided, that if we have the right to terminate we may alternatively, at our sole judgment, take certain other actions as described in Section 7.B.
g. "Cause" defined-curable defaults	7.A	We may terminate the Development Agreement if: (1) Developer fails to comply with any provision of the Development Agreement or any requirement of the Franchise System other than those that permit us to terminate the Agreement without opportunity to cure, and fails to cure the default within 30 days after receiving written notice of the default; or (2) Developer or its Owner or affiliate remain in default beyond the applicable cure period under any other agreement with us, any real estate lease, or any contract with a supplier to a franchised store, provided that if the default is not by Developer then Developer must first be given notice and a 30 day cure period.

Provision	Section in Development Agreement	Summary
h. "Cause" defined-non-curable defaults	7.A	Franchisor may terminate the Development Agreement without affording Developer an opportunity to cure if the Developer: fails to comply with the development schedule (unless extended); becomes insolvent or bankrupt; has execution levied against its business or property; makes unauthorized use of Confidential Information or violates its covenant not to compete; makes or purports to assign rights in the agreement without our permission; made or makes material misrepresentations to us; abandons any Stores opened pursuant to this Agreement; or is convicted of a felony or other crime likely to adversely affect us or the System. The termination of any Unit Franchise Agreement shall result in the automatic termination of the Area Development Agreement unless Franchisor agrees otherwise in writing.
i. Franchisee's obligations on termination/non-renewal	7.D	If the Development Agreement is terminated: you shall have no further right to develop or open franchised Stores in the Territory (but termination will not affect your right to continue to operate franchised Stores that were open and operating pursuant to a Franchise Agreement before the Development Agreement was terminated); your remaining development rights revert to us; you shall return to us the Operations Manual and other materials furnished by us (except Manuals and materials furnished for a franchised Store which is open and operating); you must refrain from using or disclosing our Confidential Information or Marks (except in connection with operating franchised Stores) and comply with the covenants not to compete; you shall pay us and our affiliates all sums due and owing pursuant to the Development Agreement, including damages for early termination; and we shall retain the Development Fee.
j. Assignment of contract by franchisor	6.A	There are no restrictions on our right to assign our interest in the Development Agreement.
k. "Transfer" by franchisee-definition	6.B	"Transfer" includes transfer of an interest in the Developer or the Development Agreement.

Provision	Section in Development Agreement	Summary
l. Franchisor's approval of transfer by franchisee	6.B	You shall not sell or assign your development rights or an interest in Developer without our written approval.
m. Conditions for franchisor approval of transfer	6.B	We may in our sole judgment consent to a transfer if: the prospective transferee and its owners meet our business and financial standards; all monetary obligations owed to us are paid, and you are not in default under the Agreement; you agree to comply with all provisions of the agreement, including the covenants not to compete; the transferee and its owners sign agreements required to document the transfer of the interest; the specified assignment fee is paid; and the transferee developer and its appropriate employees complete our training.
n. Franchisor's right of first refusal to acquire franchisee's My Eyelab® business	6	We have no right of first refusal for transfer of interest in Developer or the Development Agreement.
o. Franchisor's option to purchase franchisee's My Eyelab® business	N/A	We have no option to purchase your development rights or development business.
p. Death or disability of franchisee	6.C	If Developer is an individual, then in the event of death or incapacity the Development Agreement may be assigned to a designated person or beneficiary without payment of an assignment fee, subject to the other conditions required for assignment of the Agreement.
q. Non-competition covenants during the term of the development agreement	8.C	You and your owners are prohibited from owning, being engaged or employed by, or having any involvement with or assisting any Competitive Business, defined as a company or business that competes in providing optical examinations, products or services.
r. Non-competition covenants after the franchise is terminated or expires	8.D	For two years after the termination or expiration of the Development Agreement, you and your owners are prohibited from, directly or indirectly: (1) owning, working for or having any involvement with or assisting any Competitive Business operating within 25 miles of your Development

Provision	Section in Development Agreement	Summary
		Territory or of the location of any other My Eyelab® store or other My Eyelab development territory granted pursuant to a development agreement; or (2) converting any Store developed by you under this Agreement to a competing brand which operates a Competitive Business.
s. Modification of the agreement	12.F	No amendments to the Development Agreement may be made unless in writing and signed by both Franchisor and Developer.
t. Integration/merger clause	12.G	Only the terms of the Development Agreement are binding (subject to state law). Any representations or promises made outside of the Franchise Disclosure Document, Development Agreement, and any Franchise Agreement signed for a Store opened pursuant to the Development Agreement, are not enforceable.
u. Dispute resolution by arbitration or mediation	11	There is no arbitration or mediation requirements in the Development Agreement.
v. Choice of forum	11.B	Any litigation must be pursued in federal courts located in the Southern District of Florida or state courts in Palm Beach County, Florida, unless the applicable law in the state in which your business is located requires otherwise.
w. Choice of law	14	Florida law applies, except to the extent that the applicable law in the state in which your business is located requires otherwise.

Item 18
PUBLIC FIGURES

Our affiliates have used public figures in the past to promote My Eyelab®, but are not doing so currently. No public figure has invested in the My Eyelab® franchise system, nor is any public figure involved in the management or control of our business structure.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The following tables present historical financial performance information from fiscal year 2021 for My Eyelab® retail optical stores operated by our corporate affiliates or by our franchisees that had been open for a full year or longer as of December 31, 2021. There were 46 franchised My Eyelab® optical stores that had been open for a full year or more as of December 31, 2021 (out of the total of 74 franchisee owned stores that were open as of December 31, 2021); those 46 stores have been open for varying lengths of time between one and 4 years as of December 31, 2021, as indicated in the franchisee table below. There were 51 corporate affiliate operated stores that had been open for a full year or more as of December 31, 2021 (out of the total of 68 affiliated stores that were open as of December 31, 2021); those 51 stores have been open for varying lengths of time between one and 8 years as indicated in the corporate store table below. Written substantiation for these financial performance representations will be made available to a prospective franchisee upon reasonable request.

The following table presents the average and median 2021 Gross Sales for all My Eyelab® optical stores that had been open for at least one year as of December 31, 2021, along with the highest and lowest figures.

All My Eyelab Stores					
	Average Gross Sales	**# of Stores Surpassing Avg. Gross Sales**	**Median Gross Sales**	**Highest**	**Lowest**
Top Quartile	$1,709,979	8 stores out of 25 (32%)	$1,561,829	$2,776,590	$1,264,021
Second Quartile	$1,051,053	8 stores out of 24 (33%)	$1,005,950	$1,260,266	$932,414
Third Quartile	$802,335	15 stores out of 24 (63%)	$819,397	$910,870	$659,781
Bottom Quartile	$518,666	13 stores out of 24 (54%)	$535,997	$657,509	$285,956
Total	$1,027,617	34 stores out of 97 (35%)	$932,414	$2,776,590	$285,956

The following table presents the average and median 2021 Gross Sales for the 51 corporate affiliate operated My Eyelab® optical stores that had been open for at least one year as of December 31, 2021, as well as the highest and lowest figures.

Corporate Stores					
	Average Gross Sales	**# of Stores Surpassing Avg. Gross Sales**	**Median Gross Sales**	**Highest**	**Lowest**
Top Quartile	$1,694,183	4 stores out of 13 (31%)	$1,535,684	$2,502,933	$1,294,518
Second Quartile	$1,082,164	4 stores out of 13 (31%)	$1,031,851	$1,273,205	$947,048
Third Quartile	$754,553	7 stores out of 13 (54%)	$775,675	$910,870	$592,266
Bottom Quartile	$455,683	5 stores out of 12 (42%)	$451,746	$590,456	$285,956
Total	$1,007,253	21 stores out of 51 (41%)	$973,643	$2,502,933	$285,956

The following table presents the average and median 2021 Gross Sales for the 46 franchisee owned and operated My Eyelab® optical stores that had been open for at least one year as of December 31, 2021, along with the highest and lowest figures.

Franchise Stores					
	Average Gross Sales	**# of Stores Surpassing Avg. Gross Sales**	**Median Gross Sales**	**Highest**	**Lowest**
Top Quartile	$1,768,355	4 stores out of 11 (36%)	$1,612,785	$2,776,590	$1,264,021
Second Quartile	$1,035,863	5 stores out of 12 (42%)	$993,205	$1,259,444	$947,048
Third Quartile	$833,799	6 stores out of 11 (55%)	$839,191	$892,813	$771,749
Bottom Quartile	$604,571	7 stores out of 12 (58%)	$619,214	$768,686	$425,664
Total	$1,050,194	14 stores out of 46 (36%)	$950,034	$2,776,590	$425,664

The following table presents average 2021 financial performance information of the 46 franchise stores operated for at least one year as of December 31, 2021, by quartiles based on average Gross Sales. The top quartile table reflects information for the eleven franchised stores with the highest Gross Sales in 2021, the second quartile table for the twelve franchised stores with the next highest Gross Sales in 2021, the third quartile table for the eleven franchised stores with the next highest Gross Sales in 2021, and the fourth quartile table for the twelve franchised stores with the lowest Gross Sales in 2021. The COGS number is the average actual cost of goods sold for the stores in each quartile. The payroll cost percentage is based on average payroll costs as a percentage of Gross Sales for 42 of the franchised stores, as the other 4 did not report their payroll costs to us. The occupancy cost percentage is based on average occupancy costs per quartile for 44 of the franchised stores, as the other 2 did not report their occupancy costs to us. The

marketing, royalty, and contact center costs are based on the amounts for those defined terms which are charged under the Franchise Agreement based on a percentage of Gross Sales Neither we nor an independent certified public accountant has independently audited or verified this cost information.

	Top Quartile			**Second Quartile**			**Third Quartile**			**Bottom Quartile**	
Gross Sales	$1,768,355			$1,035,863			$839,191			$604,571	
COGS	$471,911	27%		$290,072	28%		$231,882	28%		$167,508	28%
Payroll	$297,129	17%		$170,680	16%		$139,684	17%		$122,537	21%
Marketing	$141,468	8%		$82,869	8%		$67,135	8%		$48,366	8%
Royalty	$70,734	4%		$41,435	4%		$33,568	4%		$24,183	4%
Contact Center	$35,367	2%		$20,717	2%		$16,784	2%		$12,091	2%
Occupancy	$122,446	7%		$115,157	11%		$118,684	14%		$126,384	22%
Gross Profit	$629,299			$308,959			$231,454			$103,502	

Definitions:

"**Gross Sales**" means all reported revenues from operating a My Eyelab® store (including revenues associated with sales of eyeglasses, contact lenses, optometric services, and accessories), but excluding taxes collected from customers and paid to taxing authorities, and reduced by the amount of refunds, credits, allowances, and chargebacks the store provided to customers.

"**COGS**" means Cost of Goods Sold. Individual stores may see a variance in COGS as a percentage of sales based on the product mix at the specific location.

"**Payroll**" means payroll costs as a percentage of Gross Sales for 42 of the 46 franchisees open for at least a year as of December 31, 2021 who reported their payroll costs to us (the other 4 did not report their payroll costs to us). This percentage was multiplied by the average Gross Sales in each quartile to calculate the payroll costs in dollars for each quartile. Individual stores will see a variance in payroll costs, and in payroll costs as a percentage of Gross Sales, based on the sales volume of the specific location, the local costs for labor, and state optometric board regulations

"**Marketing**" means advertising and marketing expenses, in the amount of the current My Eyelab advertising fund contribution of 8% of Gross Sales.

"**Royalty**" is the royalty fee paid under the Franchise Agreement, in the amount of 4% of Gross Sales.

"**Contact Center**" is the call center fee paid under the Franchise Agreement, in the amount of 2% of Gross Sales.

"Occupancy" is the average annual rent and utilities paid by the franchisees in each quartile for their store location, based on 44 of the 46 franchisees open for at least a year as of December 31, 2021 (the other two did not report their occupancy costs to us). Individual stores will see a variance based on their lease agreement.

"**Gross Profit**" is the amount of average net cash flow resulting after subtracting the referenced expenses from Gross Sales, before accounting for any debt service costs, occupancy costs, or any discounting including managed care payouts.

Some stores have sold or earned these amounts. Your individual results may differ. There is no assurance you'll sell or earn as much.

Other than what is included in this Item 19, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company affiliate-owned or franchised stores. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future revenue and/or income, you should report it to the franchisor's management by contacting My Eyelab's General Counsel, Tara Pellegrino, at 3801 S. Congress Ave., Palm Springs, FL 33461, (561) 293-2105, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide outlet summary for years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	13	29	16
	2020	29	48	19
	2021	48	74	26
Company Owned My Eyelab stores	2019	23	52	29
	2020	52	51	-1
	2021	51	68	17
Total Outlets	2019	36	81	45
	2020	81	99	18
	2021	99	142	43

Table No. 2

Transfers of outlets from Franchisees to new owners (other than us) for years 2019 to 2021

State	Year	Number of Transfers
All States	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

Table No. 3

Status of Franchised Outlets for Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
California	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	1	1
	2021	1	0	0	0	0	0	1
Florida	2019	2	0	0	0	1	0	1
	2020	1	2	1	0	0	0	2
	2021	2	2	0	0	0	1	3
Georgia	2019	5	3	0	0	0	0	8
	2020	8	8	0	0	0	0	16
	2021	16	5	0	0	0	0	21
Kentucky	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
North Carolina	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
Texas	2019	6	11	0	0	0	0	17
	2020	17	10	0	0	0	0	27
	2021	27	17	0	0	0	1	43
Oklahoma	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	5	0	0	0	0	5
Total	**2019**	**13**	**17**	**0**	**0**	**1**	**0**	**29**
	2020	**29**	**21**	**1**	**0**	**0**	**1**	**48**
	2021	**48**	**29**	**1**	**0**	**0**	**2**	**74**

Table No. 4

Status of Company/Affiliate-Owned Outlets for Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Florida	2019	16	1	1	0	0	18
	2020	18	1	1	0	0	20
	2021	20	1	0	0	0	21
Georgia	2019	1	10	0	0	0	11
	2020	4	0	0	0	2	2
	2021	2	1	0	0	0	3

Texas	2019	6	27	0	0	3	30
	2020	30	4	0	0	6	28
	2021	28	1	1	0	0	30
Michigan	2019	0	0	0	0	0	0
	2020	0	1	0	0	0	1
	2021	1	0	0	0	0	1
North Carolina	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	11	1	0	0	12
Oklahoma	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
Total	**2019**	**23**	**38**	**1**	**0**	**3**	**59**
	2020	**52**	**6**	**1**	**0**	**8**	**51**
	2021	**51**	**15**	**2**	**0**	**0**	**68**

Table No. 5

Projected Openings as of December 31, 2021

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	0	0
Alabama	10	4	0
Arizona	3	6	0
Iowa	4	2	0
Michigan	0	6	0
Tennessee	1	1	0
South Carolina	0	0	1
Florida	0	7	1
Georgia	8	9	0
Oklahoma	0	2	0
North Carolina	0	0	3
Texas	5	10	3
TOTAL	29	47	8

Exhibit F contains the name of each of our current franchisees, and the address and telephone number of their My Eyelab® stores, as of December 31, 2021. Exhibit F also includes the name, city, state, and current business phone number or last known home phone number of every franchisee who has had an outlet terminated, cancelled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year, or who have not communicated with us within 10 weeks of this disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, certain franchisees have signed agreements resolving certain claims which included a confidentiality clause. In some instances, current and former franchisees sign provisions

restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Currently, we have no trademark-specific franchisee organizations associated with the franchise System being offered.

Item 21
FINANCIAL STATEMENTS

Attached as Exhibit E to this disclosure document are Franchisor's Consolidated Financial Statements as of January 4, 2020, January 2, 2021, and January 1, 2022 and for the years then-ended and an Independent Auditor's Report.

Item 22
CONTRACTS

Attached to this disclosure document are the following forms of contracts:

Exhibit A	Franchise Agreement with Exhibits
Exhibit B	Regional Area Development Agreement with Exhibits

Item 23
RECEIPTS

Attached at the very end of this disclosure document (as Exhibit I), are two copies of a detachable receipt for this disclosure document. Please sign both copies, then return one copy to:

M&D Optical Franchise, LLC
Attn: General Counsel
3801 South Congress Avenue
Palm Springs, FL 33461

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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 A

FORM OF FRANCHISE AGREEMENT AND EXHIBITS AND ADDENDA

FRANCHISE AGREEMENT

BY AND BETWEEN

M&D OPTICAL FRANCHISE, LLC

AND

_____

FOR

MY EYELAB STORE

TRADE AREA: _____

LOCATION: _____

DATE OF AGREEMENT: _____

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered into by and between M&D OPTICAL FRANCHISE, LLC, a Florida limited liability company with its principal address at 3801 S. Congress Ave., Palm Springs, FL 33461 ("Franchisor," "us," "we" or "our"), and_____, a _____ limited liability company with its principal address at _____ ("Franchisee," "you" or "your").

1. PREAMBLES, ACKNOWLEDGEMENTS AND GRANT OF FRANCHISE

A. PREAMBLES

(1) Through an expenditure of considerable time, skill, effort, and money, we and our affiliates have designed and developed a comprehensive system, methods, and procedures (collectively the "**System**") for developing and operating distinctive, high quality optical retail stores with examination facilities operating under the under the name and trademark "**My Eyelab**" (the "**My Eyelab® Mark**"). The distinguishing features of the System include but are not limited to distinctive eyewear and other products and services which are offered in the My Eyelab stores; distinctive interior and exterior building designs, decor, furnishings and equipment, signs, and color schemes; uniform standards, specifications, methods, and procedures for establishing and operating the stores and providing goods and services under the Marks, including but not limited to those set forth in the Operations Manual; the Marks; procedures for quality control; training and ongoing operational assistance; advertising and promotional programs; and other related standards and procedures, all of which may be changed, improved, and further developed by us from time to time. Except as permitted by law, the System does not specify or control any standards or procedures for the practice of optometry or ophthalmology.

(2) As part of the System, we have developed and use, promote and license certain trademarks, service marks and other commercial symbols in operating My Eyelab stores, including the My Eyelab® Mark, and we may create, use and license other trademarks, service marks and commercial symbols for use in operating My Eyelab stores (collectively, the "**Marks**"). The term "Marks" also includes any distinctive trade dress used to identify a My Eyelab store, whether now in existence or hereafter created.

(3) Currently, we offer franchisees who meet our minimum standards for character, skill, aptitude, attitude, business ability and financial capacity, the right to own and operate a franchise for a My Eyelab store offering the products and services we authorize (and only the products and services we authorize) and to use the System and the Marks in connection therewith.

(4) You desire to acquire a franchise, and the right to use the System and the Marks, to operate a brick and mortar My Eyelab retail optical store.

(5) You have applied for a franchise to own and operate a My Eyelab store, and we have approved your application relying on all of your representations, warranties and acknowledgments contained in the application and this Agreement.

B. GRANT OF FRANCHISE

We hereby grant to you during the term of this Agreement, and you hereby accept, a non-exclusive license and franchise (the "**Franchise**") to establish, develop and operate a My Eyelab® Store (the "**My Eyelab Store**" or "**Store")** only at the location approved by us and set forth in Exhibit A hereto (the "**Location**"), and the right and license to use the System and the Marks solely in connection therewith, subject to and in accordance with the terms and conditions of this Agreement.

C. TRADE AREA AND STORE LOCATION

You have applied for a franchise to own and operate a My Eyelab Store within the _____ area (the "**Trade Area**"). The approximate size and shape of the Trade Area will comply with our current general profile criteria for minimum population, number of qualified households, and age range, as well as the specific market variables of your Trade Area such as population density, demographic and psychographic criteria, market and development trends, traffic flow and natural and man-made boundaries.

Your My Eyelab Store will be located within the Trade Area. Unless the Store Location is identified on Exhibit A attached to this Agreement at the time you sign this Agreement, the Location shall be determined after you sign this Agreement in accordance with the provisions of Section 2.A hereof, with the Location thereafter added to Exhibit A. You must operate the Store at the specific Store Location. You may not conduct business or use the Marks or System at any other location other than the accepted Store Location.

You shall not relocate the Store without our express, prior, written consent. Any such relocation shall be at your own expense. If we approve the relocation of the Store within the Trade Area, you will pay a non-refundable relocation fee to us in the amount of five thousand dollars ($5,000.00). In the event that you wish to relocate the Store outside of your Trade Area, such request shall be considered a new franchise subject to our approval in accordance with our then-current new franchise criteria and fees.

D. TERM

Unless this Agreement is sooner terminated as provided herein, this Agreement shall be in effect upon its acceptance and execution by us (the "**Effective Date**") and expire ten (10) years from the date of this Agreement (the "**Initial Term**"). If the Agreement is renewed pursuant to Section 13, any such term(s) shall each be a "**Renewal Term**." The Initial Term and any Renewal Terms shall collectively be referred to as the "**Term**."

E. TERRITORIAL PROTECTION

Provided that you are in compliance with the terms and conditions of this Agreement, we will not locate or license another My Eyelab store within a two (2) mile radius from the Store, with your accepted Location as the starting point (the "Protected Territory"). The Protected Territory granted under this Agreement does not in any way grant or imply any other area, market,

development, or territorial rights to you, except as expressly provided in this Agreement.

F. RIGHTS MAINTAINED BY US

Except as otherwise expressly provided in this Agreement, we and our affiliated companies (our "**affiliates**") reserve all of our respective rights and discretion with respect to the Marks and the System anywhere in the world and the right to engage in any business whatsoever, including (a) the right to operate and grant others the right to operate My Eyelab® stores at such locations and on such terms and conditions as we deem appropriate outside of the Protected Territory, and (b) the right to acquire, merge or consolidate with, be acquired by, operate and expand the business.

We and our affiliates shall at all times have the absolute right, in our sole judgment, to engage in any activities we deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we desire, including but not limited to the rights:

(1) To operate and grant to others the right to operate My Eyelab stores or other stores using the System or the Marks at any locations outside your Protected Territory, including immediately outside your Protected Territory such that the stores would compete with your Store and draw customers from the same area as your Store, and on such terms and conditions as we deem appropriate;

(2) To acquire other companies, businesses and/or proprietary marks and to be acquired by others (in either case, regardless of the form of transaction, and even if the other business competes with you);

(3) To operate, and grant to others the right to operate retail optical stores and otherwise provide optical goods and services under other trade names, trademarks, service marks and commercial symbols different from the Marks, notwithstanding the fact that such retail optical stores may be the same as or similar to a My Eyelab store or may be located in your Protected Territory;

(4) To sell products identified by the Marks or by other trademarks in any channel of distribution other than retail optical stores, such as the internet, catalogs, telemarketing, or other direct marketing sales, without geographical limitation and outside or within your Protected Territory; and

(5) To own, operate or license others to operate My Eyelab stores at any store or location which is a non-traditional venue, even if located within the Protected Territory, with such non-traditional venues including but not limited to (a) institutional settings, including schools, hospitals, military facilities, and/or governmental and municipal facilities, (b) American Indian reservations, and (c) any venue in which optical sales or services are or may be provided in a nationally-recognized retail or pharmaceutical outlet.

2. STORE LOCATION SELECTION, LEASE OF STORE AND DEVELOPMENT AND OPENING

A. STORE SELECTION

We will assist you in finding a location for your Store by providing assistance and guidance in your selection of a real estate broker, demographic and psychographic data, site search and approval, municipal code review, and lease review and approval. You shall submit to us a complete site report (containing such demographic, commercial, and other information, photographs and video tapes as we may reasonably require) for a location you propose for your Store and which you reasonably believe conforms to our minimum site selection criteria we establish from time to time. We shall have the right to accept or reject all proposed locations in our sole and absolute judgment. In accepting or rejecting a proposed location, we will consider such matters as we deem material, including, without limitation, demographic and psychographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, competition from other businesses providing similar services within the area, the proximity to other businesses (including other My Eyelab stores), the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price or rental obligations and other lease terms for the proposed site) and the size of premises, appearance, and other physical characteristics of the premises. We shall have fifteen (15) days after receipt of the required site materials to approve or disapprove a proposed location. Our approval of a location will be by delivery of written notice to you. If you do not receive a written notice of approval within fifteen (15) days from us, your proposed location is considered disapproved. You acknowledge and agree that our approval of a location does not constitute a representation or warranty of any kind, express or implied, of the suitability of the location for a My Eyelab store or any other purpose. Our approval of the location indicates only that we believe that the site meets our then-acceptable criteria.

B. LEASE OF STORE

You must present to us for our approval any lease for the Store based on the lease satisfying the requirements in this Section. You must cause your landlord to sign the Lease Rider that is attached to this Agreement as Exhibit B. The Lease Rider includes important provisions that protect our interests. If your landlord refuses to sign the Lease Rider in the form attached to this Agreement, we may reject your proposed location.

In the alternative, in the event that you wish to obtain a Store location held by one of our affiliates, you shall execute an assignment of lease agreement in a form approved by the landlord for the Store, transferring the Store location to you. In such instance, you hereby agree to assume and pay all of our legal expenses incurred in connection with the negotiation and preparation of the lease agreement for the Store (including for time spent by our in-house counsel on these tasks).

You must locate and obtain our approval for your Store Location and sign the lease for your approved Location within one hundred fifty (150) days of the date of this Agreement.

C. DEVELOPMENT OF YOUR MY EYELAB STORE

Prior to any construction or renovation of the Store Location, we shall provide you with copies of our standard specifications for the design and layout of a typical My Eyelab store and required leasehold improvements (the "**Design Standards**"). You shall, in all respects, comply with the Design Standards unless we agree, in writing, to modifications thereof. You agree that your Store will have the required number of exam rooms as we designate. You shall employ a licensed architect, at your sole cost and expense, to prepare all necessary architectural, engineering and construction drawings and Store plans (collectively referred to as the "**Construction Documents**"). To ensure the consistent design of My Eyelab store locations, you must use an architect designated or approved by us. You shall use a qualified general contractor or construction supervisor to oversee the construction and/or build out of the Store and completion of all improvements, and shall identify the general contractor to us. You shall obtain all permits required to construct, remodel, renovate, and/or equip the Store. You shall be solely responsible for ensuring that the construction of the Store complies with all applicable laws including, without limitation, local building codes and the Americans with Disabilities Act. All Construction Documents, and all modifications and revisions thereto, shall be submitted to us for our prior review and approval before you commence construction.

D. FIXTURES, EQUIPMENT, STOREFRONT AND SIGNS

You agree to use in the operation of your Store the fixtures, furniture, equipment, furnishings and signs (collectively, "**Operating Assets**") that we have approved for My Eyelab stores as meeting our specifications and standards for appearance, function, design, quality and performance. You further agree to place or display at your Store facility (interior and exterior) only such signs, emblems, lettering, logos and display materials specified in the Operations Manual or otherwise approved by us in writing. If you propose to purchase, lease or otherwise use any Operating Asset which is not then approved by us, you shall first notify us in writing and shall submit to us sufficient specifications, photographs, drawings and/or other information or samples for our determination of whether such Operating Asset complies with our specifications and standards, which determination shall be made and communicated in writing to you within a reasonable time.

E. PRODUCTS

Prior to opening your Store, you shall purchase from our approved suppliers an opening inventory of products, materials and supplies which we have approved for use and/or sale at My Eyelab stores. Some of these products may be purchased from our affiliates.

F. COMPUTER SYSTEM

In operating your Store, you agree to obtain and use computer hardware (including laptops and tablets) and software, including an integrated computer-based point-of-sale system, and all necessary communications equipment (collectively, the "**Computer System**") that we specify from time to time. We may modify specifications for and components of the Computer System. You further agree to comply with the policies relating to the Computer System that we specify

from time to time, including our IT policies, hardware policies and other related policies. You agree to maintain a functioning My Eyelab e-mail address and My Eyelab communications network only for My Eyelab-related business we authorize. You must obtain the Computer System, software licenses, maintenance and support services and other services related to the Computer System from the suppliers we specify (which may be limited to us or our affiliates). You acknowledge and agree that our modifications of specifications for the Computer System, and/or technological developments or events, might require you to purchase, license and/or lease new or different computer hardware and/or software and to obtain service and/or support for the Computer System. Consistent with the foregoing, among other things, we reserve the right periodically to undertake technology initiatives, the purpose of which would be enhance the technology associated with the franchise system including, without limitation, enhanced internet capability, use of proprietary digital applications and enhanced support services. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the remaining term of this Agreement, you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions or modifications) and required service or support. We have no obligation to reimburse you for any Computer System costs. Before you begin operating the Store, and then afterward within sixty (60) days after you receive notice from us, you agree to obtain the components of the Computer System that we designate and ensure that your Computer System, as modified, is functioning properly. As otherwise permitted in this Agreement, we may access the Computer System and retrieve all pertinent information relating to the operation of the Store in areas that we have the ability to control and/or remedy.

Notwithstanding the fact that you must purchase, use, and maintain the Computer System consistent with our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, updates and upgrading of the Computer System, including compliance with the standards that we periodically require; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; (3) the installation, maintenance and support of the Computer System, although we may from time to time require or recommend third parties to provide these functions; and (4) any and all consequences that may arise if the Computer System is not properly operated, maintained and upgraded, including but not limited to virus and spyware issues.

All of your Computer Systems must be compliant with all applicable laws, regulations, and commonly accepted industry standards, including without limitation those laws, regulations, and commonly accepted industry standards relating to privacy, data security, and the processing and protection of confidential personal information, including without limitation the Payment Card Industry Data Security Standards and all other standards applicable to electronic payments that may be published from time to time by payment card companies.

G. OPENING

Within three hundred sixty (360) days after the date of this Agreement, you must open your My Eyelab Store for business; provided, however, you may not open your Store for business until: (1) we have inspected and approved your Store facility as developed in accordance with our specifications and standards (as an alternative, or in addition, to our physical inspection of your

Store facility, we may require you to send us video tapes and/or photographs of the facility); (2) pre-opening training described in Section 4.A has been completed to our satisfaction; (3) you have paid all amounts due to us, our affiliates and our designated and approved vendors; (4) you have satisfied all bonding, licensing, and other legal requirements for the lawful operation of your Store and given us satisfactory evidence of compliance; and (5) we have received the required evidence that you have obtained the insurance required by this Agreement. You acknowledge and agree that we have the right to retain, at an expense to you of no more than Five Hundred Dollars ($500), the services of a third-party auditor to verify that you have completed all of these requirements prior to granting you the right to commence operations. We will invoice you for the auditor's services and payment is due upon receipt of our invoice.

BY VIRTUE OF COMMENCING OPERATIONS OF YOUR BUSINESS, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR OBLIGATIONS TO YOU THAT WE ARE REQUIRED TO FULFILL PRIOR TO THE OPENING OF YOUR MY EYELAB STORE.

H. LAUNCH MARKETING PROGRAM

You are required to conduct an advertising and promotional program leading up to the opening of your Store (the "Store Launch"). You shall pay $5,000 dollars to us for the Store Launch and related advertising and promotional items prior to opening the Store. We may advise you regarding the preparation and placement of such advertising and promotional items, and will provide such items.

3. FEES

A. INITIAL FRANCHISE FEE

You agree to pay us a non-recurring and non-refundable initial franchise fee of Thirty-Four Thousand Nine Hundred Dollars ($34,900.00). If you are a veteran or first responder who qualifies under our discount program, you agree to pay us a discounted initial franchise fee in the amount of Thirty-One Thousand Dollars ($31,410.00).

B. ROYALTY

You agree to pay us, on the day of each week that we periodically specify (the "**Payment Day**"), a weekly royalty ("**Royalty**") equal to four percent (4%) of your Gross Sales during the previous week. In this Agreement, "**Gross Sales**" means the total of all revenue and receipts derived from the operation of the Store, including, but not limited to, all amounts received at or away from the Store, or through or by means of the business you conduct at your Store facility, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions, but excluding only (1) sales taxes collected from customers and paid to the appropriate taxing authority, and (2) all customer refunds and credits your Store actually makes. Without limiting the generality of the foregoing, "Gross Sales" includes all amounts that third party marketing agencies, such as, for example, Groupon, receive and retain from your customers for marketing products or services that these customers purchase from your Store. "Gross Sales" also includes the full

suggested retail price for any goods or services that are provided at a discount, other than discounts that are part of special programs recommended or approved by us.

C. SOFTWARE LICENSE FEE

The system currently required by us is a proprietary point-of-sale system that serves as a database for customers, inventories, sales, procedures, and more. The initial charge for this system is $12,500.00, plus a license fee of $4,300.00 per year, which license fee will be billed monthly beginning the month that your Store opens for business. The license fee is subject to change on an annual basis. You will be required to enter into the Software License Agreement attached hereto as Exhibit D for use of this software.

We, or a third party, may charge you a nonrefundable fee for any proprietary software or technology that we, our affiliates, or a third party may license to you in the future, and for other computer or software maintenance and technical support services that we or a third party might provide in the future.

D. WARRANTY COSTS

You must pay all costs associated with the 30-day manufacturer warranty on eyeglasses and one-year warranty on eyeglass frames (less 20% copay paid by the customer) that are required to be offered to customers. These costs include, but are not limited to, shipping and the remaining cost of the eyeglass frames.

E. CONTACT CENTER FEE

You are required to utilize a Contact Center of our designation, which will automate various aspects of the Store, such as acceptance of inbound calls, performance of outbound call campaigns, appointment scheduling and confirmation, and notification when glasses are ready. You must pay a Contact Center fee equal to two percent (2%) of weekly Gross Sales (the "Contact Center Fee").

F. MYSTERY SHOP FEE

In the event that we utilize a mystery/secret shop service for your Store, you will pay a monthly fee of up to $500.00 to that third-party for this service. This service hires individuals to visit franchised affiliates and report their experience to us in order for us to evaluate the typical Store experience.

G. INTEREST ON LATE PAYMENTS; DISHONORED CHECKS

All amounts which you owe us (including Royalty payments), if not paid on the due date, will bear interest at the rate of eighteen percent (18%) per annum or the highest commercial contract interest rate the law allows, whichever is less. We will calculate the interest that we charge you on the basis of monthly compounding and the actual number of days elapsed divided by 365. If we institute an automatic debit program for your Store, we may debit your Account automatically for these amounts. You shall pay us a fee of $100.00 each time a check you write to

us is dishonored by your bank. You acknowledge that this Section 3.G does not reflect any agreement by us to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, your Store. You further acknowledge that your failure to pay all amounts that you owe us when due constitutes grounds for our terminating this Agreement under Section 14.C, notwithstanding this Section 3.G.

H. NON-COMPLIANCE FEE

We may charge you $500.00 for any instance of non-compliance with the System Standards or with this Agreement (other than your non-payment of a fee owed to us) that you fail to cure after ten (10) days' notice. Thereafter, we may charge you $250.00 per week until you cease such non-compliance. This fee is a reasonable estimate of our internal cost of personnel time attributable to addressing the non-compliance, and is not a penalty or an estimate of damages arising from your breach. The non-compliance fee is in addition to all of our other rights and remedies under this Agreement.

I. FORM OF PAYMENT.

You must execute and deliver to us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "**Account**") for (i) all fees payable to us under this Agreement and (ii) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. Our current form of ACH Authorization Form is attached to this Agreement as Exhibit H. You further agree to sign and deliver to us any other documents that we or your bank may require from time to time to authorize us to debit your Account for such amounts. You must deposit into the Account all Gross Sales generated by your Store. We will debit your account for the Royalty on or after the Payment Day, based on Gross Sales for the previous week. You agree to make the funds available for withdrawal by electronic transfer before each due date. If you fail to report your Gross Sales for any week, we may debit your account for one hundred twenty percent (120%) of the Royalty that we debited for the previous week. If the Royalty we debit from your account is less than the Royalty you actually owe us (once we have determined your true and correct Gross Sales for the week), we will debit your account for the balance of the Royalty due on the day we specify. If the Royalty we debit from your account is greater than the Royalty you actually owe us for the week (once we have determined your true and correct Gross Sales for the week), we will credit the excess against the amount we otherwise would debit from your account during the following week, without interest.

J. APPLICATION OF PAYMENTS AND RIGHT OF SET-OFF

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us (or our affiliates). We may set-off any amounts you owe us or our affiliates against any amounts we or our affiliates might owe you.

4. TRAINING AND ASSISTANCE

A. TRAINING

Prior to your opening of the Store to the public, both you and your Store Brand Manager

must satisfactorily complete initial training. If you or one of your Owners will manage your Store, you must bring at least one other employee to initial training. Initial training must be completed at least thirty (30) days prior to Your Store opening. Initial training shall be at a training-certified location to be designated by us. You may bring up to two employees with you to the initial training without additional cost; you must pay $2,500.00 per extra person (in excess of two) for any individual attending the initial training. You must pay your own travel and living expenses in connection with attending any such training or conventions. We will not be responsible for any such expenses for Franchisee or anyone that Franchisee brings to any training.

We may charge you additional amounts for training additional personnel, new managers, refresher courses, or special assistance or training you need or request. The current cost for this additional training will be contained in the most current Operations Manual. Such additional training will be required should we determine, in our sole judgment, that you are performing below standard. Your Store must be under the day-to-day supervision of a trained manager. Within 30 days of hiring or promoting a new manager, said manager must attend our full initial training program unless we agree to a lesser amount of training.

We may also conduct periodic franchise conventions at a place that we designate. You will be responsible for all of your own expenses in connection with the franchise conventions, including compensation and costs associated of attendance, such as travel, room, and board.

B. IN-STORE ASSISTANCE

In addition to the initial and ongoing training offered by us as described above, we will provide you with in-Store assistance and guidance for a period of two (2) days in connection with the opening and initial operation of your Store, and will assist you with telemedicine (where applicable), Contact Center, and billing support. We will also provide such continuing advisory assistance to you in the operation, advertising and promotion of the Store as we deem advisable in our sole judgment. We will also provide refresher training programs for you and to your employees as we deem appropriate in our sole judgment, at a cost in the amount stated in our most current Operations Manual.

C. GENERAL GUIDANCE

We will advise you from time to time regarding your Store's operation based on your reports or our inspections. We will provide guidance to you in our operating manual and other technical manuals ("**Operations Manual**"); in bulletins or other written materials; by electronic media; by telephone consultation; and/or at our office or your Store. If you request and we agree to provide additional or special guidance, assistance or training, you must pay our then applicable charges, including our personnel's per diem charges and any reasonable travel and living expenses. Notwithstanding the foregoing, you are responsible for the terms and conditions of employment of your employees.

D. OPERATIONS MANUAL

We will provide access to you, to use in operating your Store during the Term, one (1) copy

of our Operations Manual, which might include hyperlinks to documents and videos. You will also be able to access the Operations Manual online.. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures and rules that we periodically prescribe for operating a My Eyelab store ("**System Standards**") and information on your other obligations under this Agreement. We may modify the Operations Manual periodically to reflect changes in System Standards. You agree to keep your copy of the Operations Manual current and in a secure location at your Store facility. If there is a dispute over its contents, our master copy of the Operations Manual controls.

You agree that the contents of the Operations Manual are confidential and that you will not disclose the Operations Manual to any person other than your employees who need to know its contents. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual. Any personnel policies or procedures which are made available in the Operations Manual are for your optional use and are not mandatory. You shall determine to what extent, if any, such personnel policies and procedures may be applicable to your Store operations in your jurisdiction. You and we recognize that we neither dictate nor control labor and employment matters for you and your employees.

E. DELEGATION OF PERFORMANCE

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we contract to perform these obligations.

5. MARKS

A. OWNERSHIP AND GOODWILL OF MARKS

Your right to use the Marks is derived only from this Agreement and is limited to the operation of your Store according to this Agreement and all mandatory System Standards we prescribe during its term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks, as applicable. You acknowledge and agree that your use of the Marks and any goodwill established by that use are for our exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate your Store under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks we authorize you to use.

B. LIMITATIONS ON YOUR USE OF MARKS

You agree to use the Marks as the sole identification of your Store (subject to the notices of independent ownership we designate). You may not use any Mark: (1) as part of any corporate or legal business name; (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you); (3) in selling any unauthorized services or products; (4) as part of any domain name, electronic address or search engine you maintain on any webStore without our consent; or (5) in any other manner we have not expressly authorized in

writing. You may not use any Mark in advertising the transfer, sale or other disposition of your Store or an ownership interest in you (if a corporation, partnership, limited liability company or another business entity (an "**Entity**") holds the franchise at any time during this Agreement's term) without our prior written consent, which we will not unreasonably withhold. You agree to prominently display the Marks at your Store facility in the manner we prescribe and on forms, advertising, supplies, employee uniforms and other materials we designate. You agree to give the notices of trademark and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

You agree to notify us immediately of any apparent infringement of or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us and our attorneys, and your attorneys, regarding any such infringement, challenge or claim. We may take the action we deem appropriate (including no action) and exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising from any infringement, challenge or claim or otherwise concerning any Mark. You agree to sign any documents and take any actions that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

D. DISCONTINUANCE OF USE OF MARKS

If we believe at any time that it is advisable for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks, or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your expenses in complying with these directions (such as costs you incur in changing your signs or replacing supplies), for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

E. INDEMNIFICATION FOR USE OF MARKS

We agree to reimburse you for all damages and expenses you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of the proceeding, have complied with this Agreement, and comply with our directions in responding to the proceeding. At our option, we may defend and control the defense of any proceeding relating to any Mark.

6. CONFIDENTIAL INFORMATION

You and your shareholders, members, or partners (if you are doing business as a corporation, limited liability company or partnership) (your "**Owners**") acknowledge and agree that over the term of this Agreement they will receive confidential information, including trade secrets, relating to the System and the development and operation of My Eyelab stores (the

"**Confidential Information**"), which we have developed over time at great expense. You and your Owners further acknowledge that the Confidential Information is not generally known in the industry and is beyond their own present skills and experience, and that to develop it themselves would be expensive, time consuming and difficult; and that the Confidential Information provides a competitive advantage and will be valuable in the development and operation of the Stores, and access to it is a primary reason for entering into this Agreement.

Our Confidential Information shall include any information related to the System or to the development or operation of My Eyelabs® stores that we disclose to you that we designate as confidential; or that, by its nature, would reasonably be expected to be held in confidence or kept secret, including, without limitation, the following:

(1) all non-public information of or about the My Eyelab System, including, but not limited to, the Operations Manual, all methods for developing and operating the Store, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how;

(2) Store selection criteria;

(3) knowledge of test programs, concepts and results relating to the planning, development and testing of the System and products and services offered in My Eyelab® Stores;

(4) manufacturers, suppliers, and uses of equipment and supplies used in My Eyelab® Stores, inventory control, and lists of vendors and suppliers;

(5) the economic and financial characteristics of the System and franchisees, including without limitation pricing policies and schedules, profitability, and capital and debt structures;

(6) the services and products offered to customers of My Eyelab® Stores, including without limitation the scope of services performed and refused;

(7) knowledge of the operating results and financial performance of My Eyelab stores, including your Store;

(8) customer communication and retention programs, along with data used or generated in connection with those programs;

(9) information generated by, or used or developed in, your Store's operation, including customer names, addresses, telephone numbers, email addresses and related information and any other information contained from time to time in your Computer System or in any other format (e.g., paper records);

(10) trade secrets; and

(11) any other information designated as confidential or proprietary by us.

You and your Owners acknowledge and agree that by entering into this Agreement and/or acquiring the Franchise you will not acquire any interest in Confidential Information, other than the right to use the Confidential Information in operating your Store during this Agreement's term and according to the System Standards and this Agreement's other terms and conditions, and that your or any of your Owners' use of any Confidential Information in any other business, directly or indirectly, would constitute an unfair method of competition with us and our franchisees. You agree that we have the right to distribute information including operational results of My Eyelab stores, including yours, among our franchisees in order to provide, among other items, operational metrics to assist franchisees in operating their My Eyelab stores. You and your Owners further acknowledge and agree that the Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you and your Owners agree, and you and your Owners do agree, that you and your Owners:

(1) will not use any Confidential Information in any other business or capacity;

(2) will keep the Confidential Information absolutely confidential during and after this Agreement's term, and will not communicate, divulge, or disclose the Confidential Information to other persons or entities other than in connection with the development and operation of your Store;

(3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(4) will adopt and implement all reasonable procedures that we periodically prescribe to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to your personnel and others needing to know such Confidential Information to operate your Store, and using confidentiality and non-disclosure agreements with those having access to Confidential Information. We have the right to regulate the form of agreement that you use and to be a third party beneficiary of that agreement with independent enforcement rights; and

(5) will not sell, trade or otherwise profit m any way from the Confidential Information, except using methods approved by us.

All ideas, concepts, techniques or materials relating to My Eyelab, whether or not protectable intellectual property and whether created by or for you or your employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the Franchise System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to sign whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the item.

"Confidential Information" does not include information, knowledge or know-how which is or becomes generally known in the optical industry or which you knew from previous business experience before we provided it to you (directly or indirectly) or before you began training or operating your Store. If we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that the exclusion in this paragraph is fulfilled.

7. EXCLUSIVE RELATIONSHIP

You acknowledge that we have granted you the Franchise in consideration of and in reliance upon your agreement to deal exclusively with us in the optical industry and to devote your attention to the Store and its business without a conflict of interest. You therefore agree that, during this Agreement's term, neither you nor any of your Owners, nor any member of your or your Owners' immediate family, will:

(1) have any direct or indirect, controlling or non-controlling interest as an owner - whether of record, beneficial or otherwise - in a Competitive Business (defined below), wherever located or operating;

(2) perform services as a director, officer, manager, employee, consultant, representative or agent, or in any other capacity, for a Competitive Business, wherever located or operating;

(3) directly or indirectly loan any money or other thing of value to, or guarantee any other person's loan to, any Competitive Business or any owner, director, officer, manager, employee or agent of any Competitive Business, wherever located or operating;

(4) divert or attempt to divert any actual or potential business or customer of your Store to a Competitive Business.

The term "**Competitive Business**" means (i) any business (or division of a business) that derives more than a nominal amount of its revenue per year from offering or providing optical examinations or optical goods or services of any type, or (ii) any business which grants franchises or licenses to others to operate such a business, other than a My Eyelab store operated under a franchise agreement with us.

Each of your Owners will sign the confidentiality and non-compete agreement attached hereto as Exhibit E. In addition, if requested by us you will cause your managerial level employees to sign our then-current form of confidentiality and non-compete agreement.

8. OPERATION AND SYSTEM STANDARDS FOR MY EYELAB LOCATIONS

A. MANAGING THE STORE

You will at all times either serve as, designate one of your Owners to serve as (if you are an entity), or hire someone to serve as a brand manager of the Store (the **"Brand Manager"**) and to devote full-time efforts to managing and supervising the operation of your Store. The Brand Manager will exert full-time efforts to fulfill your obligations under this Agreement, and will not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility or time commitments, or that may otherwise conflict with your obligations under this Agreement. The Brand Manager must successfully complete our initial training program before the opening of your Store. Any substitute Brand Manager must also complete our initial training program. You shall pay the charges that we establish for training

programs furnished to any individual who replaces a previously trained Brand Manager.

B. CONDITION AND APPEARANCE OF YOUR MY EYELAB LOCATION

You agree that you will not use your Store or any part of your Store facility for any purpose other than operating in compliance with this Agreement, and that you will place or display at your Store facility (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos and display and advertising materials that we from time to time approve during this Agreement's term. You further agree to maintain the condition and appearance of your Store facility in accordance with our System Standards and consistent with the image of a My Eyelab store as a professionally operated business offering high quality services and products and observing the highest standards of professionalism, cleanliness and courteous service. In connection therewith, you agree to take, without limitation, the following actions during this Agreement's term at your expense: (1) thorough cleaning, repainting and redecorating of the interior and exterior of your Store facility at intervals that we may prescribe; (2) interior and exterior repair of your Store facility as needed; and (3) repair or replacement, at our direction, of damaged, worn-out or obsolete equipment at intervals that we may prescribe (or, if we do not prescribe an interval for replacing any equipment, as that equipment needs to be repaired or replaced).

In addition to your obligations described above, we may periodically require you to substantially alter your Store facility's appearance, layout and/or design, and/or replace a material portion of your equipment, in order to meet our then current requirements for new My Eyelab stores. You acknowledge that this obligation could result in your making extensive structural changes to, and significantly remodeling and renovating, your Store facility, and you agree to incur any capital expenditures required in order to comply with this obligation and our requirements. We will not require you to make a fundamental and material change to the design of your facility within the first three (3) years of its operation, or more frequently than every three years of operation. Within sixty (60) days after receiving written notice from us, you must have plans prepared according to the standards and specifications we prescribe and, if we require, using architects and contractors we designate or approve, and you must submit those plans to us for our approval. You must complete all work according to the plans we approve within the time period that we specify. However, nothing in this paragraph in any way limits your obligation to comply with all mandatory System Standards we specify.

C. SERVICES AND PRODUCTS YOUR BUSINESS OFFERS

You agree that: (1) your Store will offer all services and products that we periodically specify; (2) you will not offer, sell, give away or otherwise provide at your Store facility or any other location any services or products we have not authorized; (3) you shall not sell any products at wholesale or through any channel of distribution other than retail sales at your Store (including, without limitation, sales of products via mail order, catalogs, toll free telephone numbers and electronic means including the Internet); (4) you shall not sell any products from any location other than your Store Location; and (5) you will discontinue selling and offering for sale any services or products that we at any time disapprove in writing.

D. APPROVED PRODUCTS, DISTRIBUTORS AND SUPPLIERS

We reserve the right to periodically designate and approve standards, specifications, suppliers and/or distributors of the Operating Assets, products, and support services we periodically authorize or require for use at your Store. During this Agreement's term you must acquire all Operating Assets, products, and services for your Store only according to our standards and specifications and, if we require, only from suppliers or distributors that we designate or approve (which may include or be limited to us and/or our affiliates). You acknowledge and agree that we and/or our affiliates may derive revenue based on your purchases and leases (including, without limitation, 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 that we designate or approve for some or all of our franchisees).

E. CUSTOMER COMPLAINTS

You agree to promptly address all complaints in accordance with the procedures contained in the Operations Manual. If you are unable or unwilling to resolve a customer complaint within forty-eight (48) hours, and it becomes necessary for us to reimburse a customer in settlement of his or her complaint about work performed at or by your Store, you agree to promptly reimburse us for amounts expended on account of any such complaint. Your obligations and liabilities under this Section shall survive any termination or expiration of this Agreement.

F. OPTOMETRIC PROFESSIONALS

You agree to provide optometric or ophthalmologic services from the My Eyelab Store either by employing a duly licensed optometrist or ophthalmologist (an "**Optometric Professional**"), or by contracting for our telemedicine eye exam services. If you are not permitted by law to provide optometric or ophthalmologic services directly, then you will enter into an agreement to lease or sublease space in or adjoining the My Eyelab Store to an Optometric Professional. We reserve the right to require you to incorporate terms and conditions into each such lease or sublease, which may include applying to become a provider for certain managed vision care plans, to the extent permitted by law. You agree that no optical products may be dispensed from any such optometric or ophthalmologic office operated in proximity to any My Eyelab Store unless we agree otherwise in writing. In the alternative, should you wish to use our Affiliate's Optometric Professionals to provide optometric or ophthalmologic services at your My Eyelab Store, you will enter into an Eye Exam Refractive Services Agreement, a copy of which is attached as Exhibit F.

G. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

You will comply with all applicable laws, regulations and ordinances concerning the development, operation, management and maintenance of each My Eyelab Store, including but not limited to the following:

(1) Secure and maintain in good standing all licenses, permits, and other required forms of governmental approval required of you in connection with your My Eyelab Store, including but not limited to those relating to the practice of optometry, and immediately notify us

of any compliance or licensing problems which arise under any laws and regulations;

(2) Comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA") pursuant to the terms and conditions outlined in the attached Exhibit C "HIPAA Business Associate Terms and Conditions";

(3) Comply with all applicable wage, hour, and other laws and regulations including Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), and the Americans with Disabilities Act (the "ADA"), including its provisions requiring that the Store be accessible to the disabled;

(4) Comply with all federal, state and local health care laws;

(5) Comply with all building codes, fire and safety codes, environmental laws, Occupational Safety and Health Administration laws, health laws, and sanitation laws;

(6) Prepare and file all necessary tax returns and pay all taxes imposed upon you related to your My Eyelab Store, such as sales, transfer (including real property transfer or gains) and/or use taxes, unemployment contributions, and any other charges (whether by taxing authorities, vendors, or others) levied or assessed against you or us in connection with your purchase and operation of the My Eyelab Store, including all taxes payable on the initial Franchise Fee, Royalty, and other payments made to us or to any of our affiliates (excluding income taxes payable by us); and

(7) Remain current in your knowledge and understanding of all laws as they relate to the operation of the My Eyelab Store.

H. INSURANCE

You must obtain, prior to opening the Store, and shall maintain in full force and effect during the term of this Agreement at your expense, certain insurance coverage. The areas of coverage required may include comprehensive or commercial general liability insurance, renter's insurance, business interruption insurance, and worker's compensation and employer's liability insurance. The complete list of coverage types required, including the limits and specifications for each type, is listed in our current Operations Manual. We reserve the right to update and increase these coverage types and amounts over time. You should establish requirements with your landlord or property owner for the required minimums for your Location, any coverage required by law, or by your lease. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us as an additional insured party with cross liability among insureds and severability of interests. The policy must also provide that the tenant's insurance policy is the primary policy and non-contributing with any insurance carried by landlord.

Prior to the opening of the Store and thereafter at least thirty (30) days prior to the expiration of any such policy or policies, you must deliver to us certificates of insurance evidencing the proper coverage with limits not less than those required hereunder. All certificates shall expressly provide that not less than thirty (30) days prior written notice shall be given to us in the

event of material alteration to termination, non-renewal, or cancellation of the coverage evidenced by such certificates.

Additionally, at our request, you will provide us with such evidence of insurance coverage and payments of premiums as we require. If you fail or refuse to maintain any required insurance coverage, or furnish satisfactory evidence thereof, we at our option and addition to our other rights and remedies hereunder, may obtain such insurance coverage on your behalf. If we do so, you agree to fully cooperate with us in our effort to obtain such insurance policies and to pay us any costs and premiums we incur within fifteen (15) days thereof. Your obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance we may choose to maintain, nor does it relieve you of your indemnification obligations hereunder. Our approval of the insurance you obtain shall not constitute a representation or warranty as to the adequacy of the limits of coverage of such insurance.

I. MAXIMUM AND MINIMUM PRICES

To the extent permitted by applicable law, we may periodically establish maximum and/or minimum prices for services and products that your Store offers, including, without limitation, prices for promotions in which all or certain My Eyelab stores participate.

J. COMPLIANCE WITH SYSTEM STANDARDS

You acknowledge that compliance with the entirety of all mandatory System Standards is essential for the success of your Store. In addition, you acknowledge and agree that operating and maintaining your Store according to mandatory System Standards is essential to preserve the goodwill of the Marks and the uniformity of operation of My Eyelab stores which serves to benefit us, the System, and other franchisees. Therefore, you agree at all times to operate and maintain your Store according to each and every mandatory System Standard, as we periodically modify and supplement them. System Standards may regulate any aspect of the operation and maintenance of your Store, including but not limited to any one or more of the following:

(1) design and layout specifications for a My Eyelab store;

(2) sales, marketing, advertising and promotional programs and materials and media used in these programs;

(3) employee dress and appearance, although you have sole responsibility and authority for your employees' terms and conditions of employment and employee practices;

(4) specification of required and authorized products and services;

(5) use and display of the Marks;

(6) days and hours of operation;

(7) customer service standards and policies;

(8) issuing and honoring gift cards and similar items and participating in other promotions (you agree not to issue any gift cards or similar items except in accordance with our procedures relating to gift cards);

(9) participation in market research and testing and product and service development programs;

(10) accepting credit and debit cards, other payment systems and check verification services;

(11) bookkeeping, accounting, data processing and record keeping systems and forms; formats, content and frequency of reports to us of sales, revenue, and financial reports and condition; and giving us copies of tax returns and other operating and financial information concerning the Franchise;

(12) any violation of the policies as set forth in our Operations Manual; and

(13) any other aspects of operating and maintaining your Store that we determine to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks, the System, and My Eyelab locations.

You acknowledge that our periodic modification of our System Standards (including, without limitation, changes to the Computer System's components), which may accommodate regional and/or local variations, may obligate you to invest additional capital in your Store and incur higher operating costs, and you agree to comply with those obligations within the time period we specify.

9. MARKETING

A. ADVERTISING FUND

We have established an Advertising Fund (the **"Advertising Fund")** to pay for advertising, marketing, marketing materials, public relations programs, research and development and such other Franchise System development programs and activities that we deem appropriate from time to time. You agree to contribute to the Advertising Fund the amounts that we periodically prescribe, not to exceed eight percent (8%) of your Gross Sales payable in the same manner as the Royalty (or in such other manner as we periodically prescribe). Currently we are requiring Advertising Fund contributions of 8% of Gross Sales. We require you to pay these amounts through electronic funds transfer or automatic withdrawal from your main depositing bank account. We also may charge you interest and/or late fees if you do not pay your Advertising Fund fees and other amounts due to us in a timely manner.

We will designate, direct and have complete control over all advertising and marketing programs (including the creative concepts, materials, endorsements and media used for the programs as well as the geographic, market and media placement and allocation of the programs)

and all other brand development activities. The Advertising Fund may pay for: (i) preparing and producing video, audio and written materials and digital and electronic media (including Social Media (defined below)); (ii) administering regional and multi-regional marketing and advertising programs, including, without limitation, marketing contests, purchasing trade journal, direct mail, radio and other media advertising and using advertising, promotion and marketing agencies and other advisors to provide assistance; (iii) supporting public relations, market research and other advertising, brand promotion and marketing activities; (iv) development and improvements to our website; (v) research, development and promotion for new products and services that may be offered at or for My Eyelab locations; and (vi) research, development and promotion to improve our System Standards, customer brand loyalty, the System. The Advertising Fund will periodically give you samples of advertising, marketing and promotional formats and materials at no cost and will sell you multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling and storage charges.

We will account for the Advertising Fund separately from our other funds and not use the Advertising Fund for any of our general operating expenses, except to compensate us for the reasonable salaries, administrative costs, travel expenses and overhead we incur in administering the Advertising Fund or any of its permissible activities referenced in the prior paragraph. The Advertising Fund will not be our asset. The Advertising Fund is not a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the Advertising Fund or any other reason. The Advertising Fund may spend in any fiscal year more or less than the total Advertising Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Advertising Fund contributions to pay costs before using the Advertising Fund's other assets. We will prepare an annual, unaudited statement of Advertising Fund collections and expenses and give you the statement upon written request. We may incorporate the Advertising Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Subsection.

We intend the Advertising Fund to maximize recognition of and goodwill in the Marks and patronage of My Eyelab locations, and to help improve the overall consumer experience and brand reputation. Although we will try to use the Advertising Fund, in part, to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all My Eyelab locations, we need not ensure that Advertising Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Advertising Fund contributions by My Eyelab locations operating in that geographic area or that any My Eyelab store benefits directly or in proportion to its Advertising Fund contribution from the development or placement of advertising and marketing materials.

We may at any time defer or reduce the Advertising Fund contributions of a My Eyelab franchisee (and can later reinstate the Advertising Fund contributions at any time) and, upon thirty (30) days' prior written notice to you, reduce or suspend Advertising Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Advertising Fund. If we terminate the Advertising Fund, we will distribute all unspent monies to our franchisees, and to us and our affiliates, in proportion to their, and our, respective Advertising Fund contributions during the preceding twelve (12) month period.

You further agree to participate in any local advertising cooperatives that we may in the

future implement pursuant to the guidelines that we set forth. Your required contribution would be in addition to your maximum advertising expenditure requirement as outlined above.

B. ADVERTISING BY YOU

You must participate in all advertising, marketing and promotional programs of the Advertising Fund. In addition, you agree to implement and pay for local advertising, marketing and promotional programs for your Store. Local advertising expenses will be for advertising specifically for the Store, such as a telephone directory advertisement, directional billboard, direct mail inserts, coupons or flyers for the Store, and local promotional campaigns. You agree that your advertising, promotion and marketing will be completely clear, factual and not misleading and conform to the highest standards of ethical advertising, and you will allow us to review and approve all proposed local advertising in advance of use.

C. WEBSITES AND INTERACTIVE MEDIA

You specifically acknowledge and agree that any WebSite (as defined below) shall be deemed "advertising" under this Agreement, and will be subject to (among other things) our approval. As used in this Agreement, the term "**WebSite**" means an interactive electronic document, a mobile media or a social media tool or page or Internet presence, contained in or utilizing a network of computers linked by communications software, including the Internet, World Wide Web and any similar successor technology, including texting, social media promotions, postings or stores, such as Facebook, Twitter and Myspace, and including any other electronic, mobile or digital device, method or system enabling the transmission of information.

In connection with any WebSite that refers to your Store, Your My Eyelab Location, the services or products offered by My Eyelab locations, or the Marks, you agree to the following:

(1) You shall not establish a separate WebSite without our prior written consent. We shall have the right, but not the obligation, to designate one or more web page(s) to describe you and/or your Store, such web page(s) to be located within our WebSite; and

(2) If we approve, in writing, a separate WebSite for you, then each of the following provisions shall apply: (i) You shall not establish or use the WebSite without our prior written approval; (ii) Before establishing the WebSite, you shall submit to us, for our prior written approval, a sample of the proposed WebSite domain name, format, visible content (including, but not limited to, proposed screen shots), and non-visible content (including, but not limited to, meta tags) in the form and manner we may reasonably require; and you shall not use or modify such WebSite without our prior written approval as to such proposed use or modification; (iii) In addition to any other applicable requirements, you shall comply with our standards and specifications for WebSites as we prescribe from time to time in the Operations Manual or otherwise in writing; (iv) If we require, you shall establish such hyperlinks to our WebSite and others as we may request in writing.

(3) We may revoke our approval at any time, in writing, and require that you discontinue use of a separate WebSite.

D. SOCIAL MEDIA

You must comply with the standards developed by us for the System, in the manner directed by us in the Operations Manual or otherwise, with regard to our authorization to use, and use of, blogs, common social networks (including "Facebook" and "Myspace"), professional networks (including "LinkedIn"), live blogging tools (including "Twitter"), virtual worlds, file, audio and video sharing stores and other similar social networking media or tools ("**Social Media**") that in any way references the Marks or involves the System, My Eyelab locations, or the Store, and must seek and obtain our approval for use of any such Social Media which can be granted or denied in our sole judgment.

10. RECORDS, REPORTS AND FINANCIAL STATEMENTS

A. RECORDS

You shall prepare, maintain, and preserve for a minimum of five (5) years full, complete, and accurate books and records (including but not limited records relating to your Gross Sales), closeout sheets, payroll, accounts (using our standard chart of accounts and account system as specified in the Operations Manual or otherwise), sales tax returns, bank statements, profit and loss statements, and such portions of your state and federal income tax returns that relate to the Store.

B. REPORTS AND FINANCIAL STATEMENTS

You agree to furnish us: (a) no later than Wednesday following the end of each week, a report of Gross Sales for the immediately preceding week; (b) no later than the 15th day following the end of each month, a report of Gross Sales for the immediately preceding month; (c) no later than the 15th day of each month during the first 3 months of operation of your Store, an income statement and statement of cash flow for your Store for the preceding month and for the year-to-date and balance sheet as of the end of such month; (d) within 120 days after the end of each calendar year, a year-end balance sheet, income statement, and statement of cash flow of your Store for such year, reflecting all year-end adjustments and accruals, provided we will not unreasonably withhold our consent to a request for an extension of time to provide such statements; (e) such other information as we may require from time to time, including reports on marketing activities, customer warranty work, cost of goods sold and labor costs, sales, and your income tax statements (provided, however, that if you are an individual, only the parts of income tax statements that disclose information about your Store need to be furnished). You agree that the information in each such report and financial statement shall be complete and accurate.

11. INSPECTIONS AND AUDITS

A. OUR RIGHT TO INSPECT YOUR BUSINESS

To determine whether you and your staff are complying with this Agreement and System Standards, we and our designated agents and representatives may at all times and without prior notice to you:

(1) inspect your Store;

(2) observe, photograph, and videotape your Store's operation (including so-called "mystery shopping") for consecutive or intermittent periods we deem necessary;

(3) remove samples of any products;

(4) interview your personnel and customers; and

(5) inspect and copy any books, records and documents relating to your operation.

You agree to cooperate with us fully. If we exercise any of these rights, we will use our best efforts not to interfere unreasonably with your operation. You agree to present to your customers the evaluation forms that we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by or for us.

B. RIGHTS AND OBLIGATIONS UPON INSPECTION

(1) We shall notify you in writing of any defects, deficiencies, unsatisfactory conditions, or failure to comply with mandatory System Standards discovered at the Store in an inspection, and you agree to immediately commence to correct or repair any deficiencies, conditions, and failures upon being advised of same and thereafter diligently pursue such correction or repair to completion at your expense.

(2) If you fail to comply with the foregoing obligation to correct or repair any deficiencies, unsatisfactory conditions, or non-compliance with mandatory System Standards within the time specified by us, then we, in addition to all other available rights and remedies, including the right to terminate this Agreement pursuant to Section 14 of this Agreement, shall have the right, but not the obligation, to forthwith make or cause to be made such correction or repairs, and the expenses thereof, including meals, lodging, wages and transportation for our personnel, contractors, or designees, if so utilized, shall be promptly reimbursed by you to us.

(3) Should any deficiency or unsatisfactory condition or failure to comply with mandatory System Standards be reported more than once within any thirty (30) day period or three (3) times in any twelve (12) month period, we shall have the right, but not the obligation, in addition to all other available rights and remedies, to place a representative in charge of all operations of the Store for a period of up to thirty (30) days in each such instance, and the wages and expenses of meals, lodging and transportation for said representative, which shall be commensurate with that provided for managers of other My Eyelab stores, shall promptly be reimbursed by you upon request by us.

C. OUR RIGHT TO AUDIT

We may at any time during your business hours, and without prior notice to you, examine your business, bookkeeping and accounting records, sales and income tax records and returns, and other records. You agree to cooperate fully with our representatives and independent accountants

in any inspection or audit. If any inspection or audit discloses an understatement of your Gross Sales, you must pay us, within fifteen (15) days after receiving the inspection or audit report, the Royalty and the Advertising Fund and cooperative contributions due on the amount of the understatement, plus interest (in the amount described in Section 3.G above) from the date originally due until the date of payment. Further, if an inspection or audit is necessary due to your failure to furnish reports, supporting records or other information as required, or to furnish these items on a timely basis, or if our examination reveals a Royalty or Advertising Fund contribution understatement exceeding two percent (2%) of the amount that you actually reported to us for the period examined, you agree to reimburse us for the cost of our examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

12. TRANSFER

A. LIMITATIONS ON YOUR TRANSFER/ASSIGNMENT.

You understand that the rights and obligations this Agreement creates for the Franchisee are personal to you and that we have granted you the Franchise in reliance upon our perception of your character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither (i) this Agreement (nor any interest in this Agreement); (ii) you or any entity's interest in the Franchise, your Store, or its assets (or any right to receive all or a portion of your profits or losses or any capital appreciation relating to your Store or business); nor (iii) any ownership interest in any entity that is the Franchisee shall be transferred, voluntarily or by operation of law, without our prior written consent, which we may withhold in our sole and absolute judgment or may condition on fulfillment of any conditions we choose.

In this Agreement, the term **"transfer"** includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition or encumbrance and includes the following events:

(1) transfer of record or beneficial ownership of capital stock (if the entity holding the Franchise is a corporation), a partnership or membership interest (if the entity holding the Franchise is a partnership or limited liability company), or any other ownership interest or right to receive all or a portion of your profits or losses;

(2) a merger, consolidation or exchange of shares or other ownership interests, or issuance of additional ownership interests or securities representing or potentially representing shares or other ownership interests, or a redemption of shares or other ownership interests;

(3) any sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any owner or to control your operations or affairs;

(4) transfer of an interest in you, this Agreement, your Store, or its assets (or any right to receive all or a portion of your profits or losses or any capital appreciation relating to your Store) in a divorce, insolvency or entity dissolution proceeding, or

otherwise by operation of law;

(5) if you or an Owner of the entity holding the Franchise dies, transfer of an interest in the entity, this Agreement, or your Store or its assets (or any right to receive all or a portion of your profits or losses or any capital appreciation relating to your Store) by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(6) pledge of this Agreement (to someone other than us) or of an ownership interest in the entity holding the Franchise as security, foreclosure upon your Store, or your transfer, surrender or loss of the possession, control or management of your Store.

Any attempt to transfer any referenced interest other than in accordance with the provisions of this Franchise Agreement shall be null and void. Our consent to one transfer shall not be deemed a waiver of this provision or consent to any subsequent transfer. Our approval of any proposed transfer by you shall not be construed as a representation or warranty by us that the terms or conditions of the proposed transfer are economically sound or that the proposed transferee will be capable of successfully conducting the Store.

We may, but are not obligated, to furnish any prospective transferee with copies of any financial information relating to the Store in our possession. We may, but are not obligated to inform any prospective transferee of any claimed uncured breach or default by you under this Franchise Agreement or any other agreement relating to the Store.

B. RIGHT OF FIRST REFUSAL.

If you propose to assign, sell, transfer, encumber, or otherwise dispose, with or without consideration, of all or any portion of your interest in this Franchise Agreement, the Store or Store Location, or, if you are an entity, any interest in you, you shall promptly give us written notice of the proposed assignment, sale, transfer, or other disposition, including a description of the interest of which you propose to dispose, the identity of the proposed transferee, the nature of the proposed disposition, and the proposed consideration, terms, and conditions, if any. Unless the transfer described in the notice is a conversion to a different form of entity without any change in equity ownership or a lifetime transfer to your spouse, domestic partner, or issue or the trustee of a trust the sole beneficiaries of which are you, your spouse, domestic partner, or issue, or some combination of them and will not result in any change in the day-to-day management of the Franchised Store, we or our nominee shall have the first right to acquire the interest described in your notice by giving you notice of the exercise of that right within 30 days after we receive your notice and all of the information described in this Section. The notice of exercise shall set a place and a date no less than 30 nor more than 120 days later for transfer to us or our nominee of the interest described in your notice in return for the consideration, if any, described in your notice, except that we or our nominee may substitute an equivalent sum of cash for any consideration other than cash. On the date and at the place described in the notice of exercise, you shall deliver appropriate written evidence of transfer to us or our nominee of the interest described in your notice, subject to delivery by us or our nominee of the consideration, if any, described in your notice, as modified by this Section.

If we do not exercise the right of first refusal, subject to the provisions of this Section, you may dispose of the interest described in your notice to the party named in your notice, in the manner, for the consideration, if any, and on the terms and conditions, if any, in your notice; provided, however, that if the transfer is not made within 90 days after the expiration of the right of first refusal, any subsequent disposition shall be deemed to be a disposition subject to that right of first refusal. Any change in the consideration, terms, and/or conditions in your notice shall constitute a new offer and require compliance with this Section. Nothing contained in this Section shall be deemed or construed to give you the right to dispose of any interest in this Franchise Agreement or the Franchised Store other than in compliance with this Section.

C. CONDITIONS TO ASSUMPTION OF YOUR INTEREST; FEE.

If you and your Owner(s) are in full compliance with this Agreement, we shall not unreasonably withhold our approval of a sale, provided that the proposed buyer(s) are, in our opinion, individuals of good moral character who have sufficient business experience, English language proficiency, aptitude and financial resources to own and operate the My Eyelab Store and otherwise meet our then applicable standards for franchisees, and further provided that the following conditions are met prior to, or concurrently with, the effective date of the sale:

(1) all your obligations incurred in connection with this Agreement have been discharged or assumed by the buyer(s); and

(2) you shall have paid such Royalty Fees, Advertising Fund Fees and cooperative contributions, and amounts owed for purchases by you from us which are then due and unpaid; and

(3) the buyer(s) shall have completed the training program required of new franchisees; and

(4) the buyer(s) shall have proven to us its or their financial viability to undertake and perform the requirements of this Agreement; and

(5) the lessor shall have consented to your assignment of the lease to the buyer(s), or the buyer(s) shall have secured substitute premises for the My Eyelab Store that has been approved by us; and

(6) at our option, either (i) the buyer(s) and its or their owner shall have executed an assignment agreement and personal guaranty and agreed to be bound by the existing Agreement and such ancillary agreements that accompanied the grant of the Franchise for the transferred My Eyelabs Store or (ii) the buyer and its or their owner will execute the then-current franchise agreement and its ancillary agreements, with the term to begin on the effective date of such agreement; and

(7) you or the buyer(s) shall have paid a training and assignment fee to us in the amount equal to 80% of our then-current initial franchise fee for new My Eyelabs locations (50% if the transfer is to a current franchisee) to defray expenses incurred by us in connection with the transfer, including, without limitation, legal and accounting fees, credit and other investigation charges and evaluation of buyer(s) and the terms of the transfer; and

(8) the buyer(s) shall have replaced or refurbished fixtures, signs, equipment, furniture and furnishings, and otherwise modified the methods and operations of the My Eyelabs

Store in compliance with specifications and standards then applicable to new franchises for My Eyelabs stores; and

(9) you and the Owner(s) shall have executed a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their members, managers, officers, directors, employees and agents; and

(10) we shall have approved the material terms and conditions of such transfer, including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect the future operations of the Store by the buyer(s) in compliance with assigned franchise agreement and ancillary agreements; and

(11) you and the Owner(s) shall reaffirm a covenant not to compete in favor of us and the buyer(s), all as contained within this Agreement; and

(12) you and the Owner(s) shall have entered into an agreement with us to subordinate the buyer(s); obligations to you or your Owner(s) to those obligations owed to us.

D. DEATH OR DISABILITY.

Upon the death or disability of you, or, if you are an entity, any of your Owners, the legal representative of the deceased or disabled party, as the case may be, together with all surviving Owners, if any, must, within six (6) months of such death or disability, jointly apply in writing to transfer this Agreement or the interest of the affected party in this Agreement, to such person or persons as the legal representative may specify and who meets our then-current qualifications for franchisees and whom we approve. The term "**disability**" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent the party from supervising the management and operation of your Store and related business activities for ninety (90) or more consecutive days.

If the legal representative and all surviving Owners, if any, do not propose a transferee acceptable to us under the standards set forth in this Agreement within the period set forth above, or if no transfer of the interest will have been accomplished consistent with the provisions of this Section 12 within one (1) year from the date of death or disability, this Agreement will terminate forthwith and all rights licensed hereunder will automatically revert to us. We will have the right and option, exercisable upon such termination, to purchase all furniture, fixtures, signs, equipment and other chattels at a price to be agreed upon by the parties or, if no agreement as to price is reached by the parties, at such price as may be determined by a qualified, independent appraiser approved by both parties, such approval not to be unreasonably withheld. We will give you notice of our intention to exercise this option no later than twenty-one (21) days prior to termination. If you do not object to proposed appraiser within twenty (20) days after our notice, such appraiser will be deemed approved by both parties.

If the deceased or disabled party is also the Brand Manager of the Store, then during the interim period until a transfer of the interest under this paragraph 12.D has taken place, the legal representative and surviving Owners will operate the Store through a successor Brand Manager who we have approved. If you fail to appoint a successor Brand Manager approved by us within ninety

(90) days after the date of death or disability or mental incapacity of the Brand Manager we may terminate this Agreement after sending you a thirty (30) day written notice-to cure.

E. ASSIGNMENT TO ENTITY PRINCIPALLY CONTROLLED BY YOU.

This Agreement and the Franchise and its assets and liabilities may be assigned to a newly-formed corporation or other legal entity that conducts no business other than the operation of the Store and in which you and any of your Owners own and control in the aggregate not less than one hundred percent (100%) of the equity and voting power of all outstanding capital stock or ownership interest, provided as follows:

(1) that the proposed transferee complies with the provisions of this Agreement;

(2) that you are empowered to act for said corporation or other legal entity;

(3) that you shall submit to us documentation that we may reasonably request to effectuate the transfer, including the approving and acknowledging execution of this Agreement;

(4) that you shall submit to us a true and complete list of the shareholders, members or partners, showing number of shares or interests owned, and a list of the officers and directors if a corporation, or managers if a limited liability company, or managing partners if a partnership. We shall be promptly notified of any changes in said lists; and

(5) you guarantee the proposed transferee's obligations under this Agreement.

F. TRANSFER BY US.

We may change our ownership or form, and sell or assign all or any portion of our interest in this Franchise Agreement or the System to any person or entity who expressly assumes those obligations in writing at the time of the transfer, without restriction. We may encumber all or any part of our interest in this Franchise Agreement or the System at any time. This Agreement and any associated agreements included as exhibits will inure to the benefit of any transferee or other legal successor to our interest in it and them.

If we transfer this Agreement, our transferee shall have the right to terminate the Agreement at will upon payment to you of the greater of either three times your then-current EBITDA (based upon an independent auditor using Generally Accepted Accounting Principles) or your actual costs expended to date in performance of your obligations under this Agreement. We may require you to provide written substantiation for said actual costs.

13. RENEWAL

A. OPTION TO RENEW

You may, at your option, renew this Franchise for two (2) additional periods of five (5) years each (each a "**Renewal Term**") if we are still offering franchises at that time, and further

subject to the following conditions, all of which must be met prior to renewal:

(1) You shall give us written notice of your election to renew not less than twelve (12) months prior to the end of the then-current term;

(2) You and your Owners must not be in default under any provision of this Agreement, any amendment hereof or successor hereto, any other agreement between you and us and/or our affiliates;

(3) You shall have timely met all monetary obligations owed to us and our affiliates throughout the previous term, and have consistently complied with your other material obligations under the Agreement;

(4) You have the right to possession of the Store for the proposed Renewal Term and agree to refurbish the Store, including remodeling, adding or replacing fixtures, furnishings, equipment and signs and otherwise upgrade and renovate the Store to the specifications and standards then applicable for new My Eyelab® franchises; and

(5) You comply with our then-current qualifications and training requirements.

B. AGREEMENTS/RELEASES

If you satisfy all of the other conditions to renew this Agreement for a Renewal Term, you and your Owners must, at least six (6) months prior to the expiration of the Initial Term, execute and return to us the form of Franchise Agreement and any ancillary agreements we are then using for My Eyelab franchises, and pay a non-refundable renewal fee of ten percent (10%) of the then-current initial Franchise Fee. As a further condition to the renewal of this Agreement, you and each Owner must also execute and deliver to us (together with delivery of the signed Franchise Agreement) general releases, in form satisfactory to us, of any and all claims against us, our affiliates, and our and our affiliates' respective subsidiaries, shareholders, officers, directors, employees, agents, successors, and assigns. Your failure to sign the required agreements and releases or to pay the successor franchise fee within 30 days after such documents are delivered to you will be deemed your election not to renew this Agreement for the Renewal Term.

14. TERMINATION OF AGREEMENT

A. DEFAULT BY FRANCHISOR

We will have the right to cure any of our defaults under this Agreement for sixty (60) days after you provide us with written notice of such default; provided, however that if such default cannot reasonably be cured within sixty (60) days, and provided that we commence to cure within sixty (60) days after your written notice is delivered and continue to diligently prosecute such cure to completion, we will not be deemed to be in breach hereunder. You will not be permitted to terminate the Agreement due to any material breach or material default of our obligations without providing us with written notice and opportunity to cure the default as provided in this Section 14.A.

B. IMMEDIATE TERMINATION BY US

We may immediately terminate this Agreement, upon delivery of written notice to you, **without an opportunity to cure** the default, if you, or as applicable, any of your Owners:

(1) has made any material misrepresentations to us before or after the granting of the Franchise;

(2) fails to meet the deadlines specified in Sections 2.B and 2.G herein for locating, obtaining approval, and signing a lease for a Store location, and opening for business, unless we extend any of these time periods in writing to address unforeseen delays not within your control;

(3) ceases to do business, discontinues operating as a My Eyelab Store, or remains closed, for more than one day without our prior written consent, or lose the right to possess or occupy the Store premises, or a substantial part of the premises, or you abandon, surrender, or transfer control of the Store, the premises, or this Agreement without our prior approval;

(4) knowingly maintain false books or records, or knowingly submit any false reports to us, or deny our representatives the right to enter and inspect the Store or to examine or audit your books and records;

(5) within any period of 12 consecutive months, fail to comply with this Agreement on 3 or more separate occasions for which notices of default were given (or fails on 2 or more separate noticed occasions to comply with the same obligation), whether or not those failures to comply are corrected;

(6) make any unauthorized use of the Marks or contest or oppose in any court or proceeding our ownership of all or any part of the Marks or the System;

(7) make any unauthorized use or disclosure of any Confidential Information, or any portion of the Operations Manual or training materials, or duplicate any part of the System at another store or business (other than another franchised My Eyelab store), or make any other unauthorized use of any part of the System;

(8) make or attempt an unauthorized transfer of rights or obligations under this Agreement or any interest in the Franchisee or Store or its assets in violation of Section 12, or take any action toward dissolving or liquidating the entity owning the Franchise, or any similar action is taken against the Franchisee, without providing us advance written notice and complying with Section 12;

(9) are convicted of, or plead no contest to, a felony or other crime or offense that we believe may adversely affect your reputation, or the reputation of us, the Store, the Marks, or the System;

(10) become insolvent or are unable to pay your debts as they mature; make an assignment for the benefit of creditors or an admission of inability to pay obligations as they become due; file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution, composition or other settlement with creditors under any law; admit or

fail to contest the material allegations of any pleading filed against you related to any insolvency action; are adjudicated bankrupt or insolvent; have a receiver or other custodian appointed for a substantial part of your assets or the Store; have a final judgment remain unsatisfied or of record for 90 days or longer; have an execution levied against any substantial part of your assets; have a tax levy made; have a suit to foreclose any lien or mortgage against you or the Store instituted and not dismissed within 90 days; have a substantial part of your real or personal property sold after levy of judgment by any sheriff, marshal or constable; or have the claims of your creditors abated or subjected to a moratorium under any law;

(11) breach a material obligation, representation, or warranty contained in this Agreement, and by its nature the breach cannot be cured; or

(12) you, or any of your Owners or any affiliate, default under the terms of any other agreement with the us or our affiliates, including, without limitation, any Regional Development Agreement, any lease, or other franchise agreement with us or our affiliates, which default is not cured within any applicable notice and cure period(s).

C. TERMINATION BY US WITH NOTICE: 10 DAY CURE

If any of the following Franchisee defaults occur, we may terminate this Agreement by giving you written notice stating the nature of the default 10 days prior to a specified termination date. You may avoid termination by curing the default to our satisfaction within the 10-day cure period. If the specified default is not timely cured, this Agreement will terminate without further notice, effective upon expiration of the 10-day period. Your defaults to which this 10-day termination provision applies are the following:

(1) failure to accurately report all Gross Sales;

(2) failure to timely pay any amounts due for Royalties, Advertising Fund contributions, or any other amounts due the Franchisor or its affiliates;

(3) failure to pay any debts, obligations, assessments and taxes due and payable to vendors, suppliers, lessors, federal, state or local governments or creditors in connection with the Store or your business, unless there is a bona fide dispute and you are properly, and without further risk of loss of the Store or the Store premises, contesting the matter;

(4) violation of any law, ordinance, rule, or regulation of a government agency in connection with the Store Location or the operations of the Store, or failure to correct the violation after notice, unless there is a bona fide dispute as to the violation or the legality of the law, ordinance, rule, or regulation, and you have properly resorted to appropriate courts or forums to contest that violation or legality; or

(5) failure to obtain or maintain in force any insurance, license, permit, or bond required by local authority, or by this Agreement, or that is necessary for the operations of the Store.

D. TERMINATION BY US WITH NOTICE: 30-DAY CURE

If any of the following Franchisee defaults occur, we may terminate this Agreement by giving you written notice stating the nature of the default 30 days prior to a specified termination date. You may avoid termination by curing the default to our satisfaction within the 30-day cure period. If the specified default is not timely cured, this Agreement will terminate without further notice, effective upon expiration of the 30-day period. Your defaults to which this 30-day termination provision applies are the following:

(1) failure to comply with any provision of this Agreement other than the provisions allowing us to terminate this Agreement immediately or with a 10-day cure period, as set forth in Sections 14.B and 14.C;

(2) failure to comply with any mandatory System Standards in the Operations Manual or otherwise prescribed by us, other than those System Standards for which the non-compliance allow us to terminate the Agreement immediately or with a 10 day cure period, as set forth in Sections 14.B and 14.C;

(3) failure to commence or properly and in a workmanlike manner complete any required maintenance, repairs, or refurbishment to the Store;

(4) failure to satisfactorily pass any inspection of the Store or the Store premises by the us or local authority; or

(5) failure to employ a full-time, trained Brand Manager.

E. COMPLIANCE WITH APPLICABLE LAW

If any provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, those provisions shall not be followed to the extent they are not in accordance with applicable law. We shall in that case comply with applicable law governing the notice period or grounds for termination, cancellation, or non-renewal of the Agreement.

F. NO LIMITATION ON EVENTS OF DEFAULT OR REMEDIES

In any judicial proceeding in which the validity of our termination is at issue, we will not be limited to relying on the reasons for termination which are set forth in this Article 14 or in any notice sent to you in accordance with this Section 14. Our specified rights to terminate this Agreement are in addition to all rights or remedies available at law or in equity in case of any actual or threatened Franchisee breach, failure, or default. All of our rights and remedies are cumulative and not alternative.

15. OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

A. PAYMENT OF AMOUNTS OWED

You agree to pay within fifteen (15) days after this Agreement expires or is terminated, or on any later date that we determine, the Royalties, Advertising Fund contributions, interest, and all other amounts owed to us or to our affiliates which then are unpaid.

B. DE-IDENTIFICATION

When this Agreement expires or is terminated for any reason (other than for renewal of your Franchise):

(1) you shall immediately cease to operate the Store, and shall not directly or indirectly at any time thereafter or in any manner (except in connection with other My Eyelab stores you own and operate): (a) identify yourself or any business as a current or former My Eyelab store or as one of our franchisees; (b) use any Mark, any colorable imitation of a Mark, any trademark, service mark, trade dress, or commercial symbol that is confusingly similar to any Mark, or other indicia of a My Eyelab store in any manner or for any purpose; or (c) use for any purpose any trade name, trademark, service mark, trade dress, or other commercial symbol or indicia of source or origin that indicates or suggests a connection or association with us;

(2) you shall take the actions required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(3) you shall deliver to us within thirty (30) days all advertising, marketing and promotional materials, forms, and other materials containing any Mark or copyright or otherwise identifying or relating to a My Eyelab Store that we request and allow us, without liability to you or third parties, to remove these items from your Store facility;

(4) you shall disconnect or terminate any telephone listings under the My Eyelab Mark within ten (10) days of termination or expiration; and upon our written demand you shall assign to us any telephone number used in the operation of the Store;

(5) if applicable, notify all search engines of the termination or expiration of your right to use all domain names, WebSites and other search engines associated directly or indirectly with your Store and authorize those search engines to transfer to us or our designee all rights to the domain names, WebSites and search engines relating to the Marks or your Store. We have the absolute right and interest in and to all domain names, Websites and search engines associated with the Marks or your Store, and you hereby authorize us to direct all applicable parties to transfer your domain names, Websites and search engines to us or our designee if this Agreement expires or is terminated for any reason whatsoever. All parties may accept this Agreement as conclusive of our right to such domain names, Store telephone numbers, Websites and search engines and this Agreement will constitute the authority from you for all parties to transfer all such domain names, Websites and search engines to us; and

(6) you agree to give us, immediately after the expiration or termination of this Agreement but not more than five (5) business days, evidence satisfactory to us of your compliance

with these obligations.

C. CONFIDENTIAL INFORMATION AND CUSTOMER INFORMATION

You and your Owners agree that, when this Agreement expires or is terminated (other than for renewal of the Franchise), you and your Owners will immediately cease using any of our Confidential Information and other intellectual property in any business or otherwise; return to us all copies of the Operations Manual and any other materials containing our Confidential Information that we have loaned you or that you have in your possession or control; and delete the Operations Manual and all such other materials containing Confidential Information from your computers and electronic devices.

You and your Owners further acknowledge and agree that we are the owner of all customer data and information for the customers that frequent your Store and to whom you offer and provide goods and services. We grant you permission to use such customer data and information during the term of the Agreement to operate the Store. You and your Owners agree that upon the expiration, termination or transfer of your Franchise, you shall transfer all customer agreements, accounts and related customer information (including customer names, addresses, phone numbers, email addresses, and history of eye exams and product purchases) to us or to the person that we specify.

D. COVENANT NOT TO COMPETE

For two years after this Agreement expires or is terminated for any reason (other than for a renewal of the Franchise), or, if applicable, for two years after a transfer, you and your Owners shall not, directly or indirectly:

(1) have any ownership interest in, be engaged or employed by, or loan money or other thing of value to, any Competitive Business within twenty-five (25) miles of your Protected Territory or of the location of any other My Eyelab Store operating on the date of termination or expiration (or transfer, as applicable); or

(2) divert or attempt to divert any actual or potential business or customer of your Store to a Competitive Business.

This provision is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section are held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Franchisor. You agree that the existence of any claim you may have against us shall not constitute a defense to our enforcement of the covenants of this Section. If you fail to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

E. LIQUIDATED DAMAGES

You acknowledge that we will suffer damages in the event of early termination of this Agreement (including but not limited to a loss of future Royalty Fees and Advertising Fund

contributions and loss of market penetration and goodwill), but that the amount of actual damages caused by the termination of the Agreement would be extremely difficult, if not impossible, to quantify. If we terminate this Agreement under any of the provisions of Article 14, or if you terminate this Agreement except due to our material default that is not cured within a reasonable time after notice, you will, within 15 days after termination, pay us, as liquidated damages, and not as a penalty, a lump sum determined as follows:

(1) The liquidated damages will equal the Royalty Fees and Advertising Fund contributions payable to us during the 36 months immediately preceding the termination. If your Store has not been open for 36 months prior to termination, then the monthly average of those payments during the shorter term will be multiplied by 36 to calculate liquidated damages. If fewer than 36 months remain in the effective term of this Agreement, then the monthly average of those payments during the 36 months immediately preceding termination will be multiplied by the number of months remaining in the effective term of this Agreement to calculate liquidated damages.

(2) If we cannot determine the amount payable to us by you under this Section because of your failure to submit some or all of the required Gross Sales reports, we may estimate the Gross Sales for the applicable periods using any reasonable method.

(3) You agree that the liquidated damages specified in this Section represents a fair and reasonable estimate of damages we would sustain as a result of early termination of this Agreement, given that actual damages are uncertain and not susceptible of exact measurement as of the Effective Date.

F. OUR OPTION TO PURCHASE YOUR ASSETS AND ASSUME YOUR LEASE.

We shall, within thirty (30) days following the expiration or termination of this Agreement for any reason (other than for renewal of the Franchise), have the option, at our sole judgment, to purchase all or any portion of the assets of the Store and any other materials, equipment or supplies bearing our Marks, and to have you assign and transfer the Store lease for the premises to us. Our purchase price for the portion of your inventory or supplies purchased directly from us or any of our affiliates shall be at your cost. Our purchase price for the remaining inventory, equipment, parts, fixtures and furnishings utilized by you in the operation of the Store shall be the fair wholesale market value thereof. In addition, we shall be permitted to deduct and withdraw from the purchase price to be paid to you for any such items all sums due and owed to us. In determining the fair market value of such items, the parties shall exclude any factor or increment for goodwill or going-concern value. Except as provided below, the purchase price will be paid in cash at the closing of any such purchase which will occur no less than thirty (30) days from the date of exercise of the option.

If the parties are unable to reach agreement as to the fair market value of the assets of the Store to be purchased by us, the parties hereby agree to appoint an independent appraiser to make such determination, whose determination will be binding upon the parties. The fees and expenses of such appraisal shall be paid in equal proportions by the parties. If you do not object to proposed appraiser within twenty (20) days after our notice, such appraiser will be deemed approved by both

parties.

G. CONTINUING OBLIGATIONS

All of our and your obligations hereunder which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination, until these obligations are satisfied in full or by their nature expire.

16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. INDEPENDENT CONTRACTOR RELATIONSHIP

It is the express intention of the parties hereto that the Franchisee is and shall be an independent contractor of Franchisor. You understand and we agree that this Agreement does ***not*** create a partnership, joint venture, agency, fiduciary, or employment relationship between you and us. You have no authority, express or implied, to act as agent of us or any of our affiliates for any purpose. You are, and shall remain, an independent business owner responsible for all obligations and liabilities of your business and from the operation of your Store.

We have no right to, and will not, directly control or direct the operations of the Store or your business. Any required System Standards in this Agreement (and those in the Operations Manual) exist to protect our interests in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over your business. Further, we and you are not, and do not intend to be, joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. We have no relationship with your employees and you have no relationship with our employees. You will exercise complete control over, and have full responsibility for, your contracts, daily operations, labor relations, employment and personnel practices and policies, and management and operation of the Store, including the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, your personnel and others as an independent operator of a My Eyelab Store under a franchise we have granted, and to place notices of independent ownership on the forms, business cards, stationery, advertising and other materials as we require from time to time.

B. NO LIABILITY FOR ACTS OF OTHER PARTY

We and you agree not to make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the Store or your other activities conducted under this Agreement.

C. TAXES

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon you or your Store, due to the business you conduct (except any taxes we are required by law to collect from you for purchases from us and our income taxes). You are responsible for paying these taxes.

D. INDEMNIFICATION

To the fullest extent permitted by law, you will indemnify, defend, and hold harmless us, and our affiliates, and subsidiary companies, and their permitted successors and assigns, and each of their respective owners, directors, officers, managers, employees, agents, attorneys, and representatives (collectively, the "**Indemnified Parties**") from and against any and all claims, losses, liabilities, demands, damages, causes of action, governmental inquiries and investigations, costs and expenses, including but not limited to reasonable attorneys' fees (collectively "**Claim(s) and Loss(es)**"), which directly or indirectly arise out of, result from, or are connected with this Agreement, the development, design, construction, condition, operation, use, or maintenance of the Store or the premises on which the Store is located; or the negligence or willful misconduct of you or your employees, officers, agents, and representatives, including but not limited to all Claims and Losses arising from, out of, in connection with, or as a result of: (a) any personal injury, property damage, commercial loss or environmental contamination at or in connection with the Store or resulting from any act or omission of you or your employees, agents or representatives; (b) any failure on the part of you to comply with any requirement of any laws or any governmental authority, including without limitation the Americans With Disabilities Act and other laws regarding public accommodations for persons with disabilities; (c) any failure of you to pay any of your obligations to any person or entity; (d) any failure of you to comply with any requirement or condition of this Agreement or any other agreement with us; (e) any misfeasance or malfeasance by you; and (f) any tort. Provided, that these obligations shall not apply to any Claims or Losses that are proven to have been caused solely by our negligence or willful misconduct.

We will promptly notify you of any Claims and Losses that may give rise to your obligations hereunder, provided, however, that the failure to provide such notice shall not release you from your indemnification obligations under this Section, except to the extent you are actually and materially prejudiced by such failure. You shall have the right, upon written notice delivered to the Indemnified Party within fifteen (15) days thereafter assuming full responsibility for the noticed Claims and Losses, to assume and control the defense of such Claims and Losses, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. If (i) the Indemnified Party shall have been advised by counsel that there are one or more legal or equitable defenses available to it that are different from, or in addition to, those available to you, and in the reasonable opinion of the Indemnified Party, counsel for you could not adequately represent the interests of the Indemnified Party because such interests could be in conflict with your interests, or (ii) you do not assume responsibility for such Claims and Losses in a timely manner or you fail to defend a claim with counsel reasonably satisfactory to the Indemnified Party as contemplated above, then the Indemnified Party shall have the right to employ counsel of its own choosing and you shall pay the reasonable fees and disbursements of such Indemnified Party's counsel as incurred; provided that in any case, you shall not be obligated to pay the expenses of more than one separate counsel for all Indemnified Parties taken together. In connection with any Claims and Losses, the Indemnified Party or you, whichever

is not assuming the defense of such claim, shall have the right to participate in the defense of such Claims and Losses and to retain its own counsel at such party's own expense. You or the Indemnified Party (as the case may be) shall keep you or the Indemnified Party (as the case may be) reasonably apprised of, and shall respond to any reasonable requests concerning, the status of the defense of any Claims or Losses of which it is maintaining, and shall cooperate in good faith with each other with respect to such defense. You shall not, without the prior written consent of the Indemnified Party, (a) settle or compromise any Claim or consent to the entry of any judgment with respect to any Claim which does not include a written release from liability of such claim for the Indemnified Party(ies) and their affiliates, direct and indirect owners, directors, officers, managers, employees, agents, attorneys and representatives, or (b) settle or compromise any Claim in any manner that may adversely affect the Indemnified Party other than as a result of money damages or other monetary payments which will be paid by you. No Claim which is being defended in good faith by you in accordance with the terms of this Section shall be settled by the Indemnified Party without your prior written consent.

E. GUARANTY

Each Franchisee and their spouse, or, if the franchisee is an entity, each person who is or becomes an Owner of the Franchisee entity and their spouse(s) must execute a Guaranty, in the form of attached hereto as Exhibit G, undertaking to guarantee the full and faithful payment and performance of all obligations of the Franchisee set forth in this Agreement.

17. CONSTRUCTION & ENFORCEMENT

A. GOVERNING LAW

We may grant franchises throughout the United States on terms and conditions similar to those set forth in this Agreement, and it is of mutual benefit to us and all of our franchisees that the terms and conditions be uniformly interpreted. Therefore, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq., this Agreement and the relationship between us and you will be governed by the laws of the State of Florida, without regard to any conflict of law rules.

B. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise, covenant or provision in this Agreement is unreasonable and unenforceable: (i) the court may modify such promise, covenant or provision to the minimum extent necessary to make such promise, covenant or provision enforceable; or (ii) we may unilaterally modify such promise, covenant or provision to the minimum extent necessary to make such promise, covenant or provision enforceable.

C. WAIVER OF OBLIGATIONS

We may by written instrument unilaterally waive or reduce any obligation of or restriction upon you. Any waiver that we grant shall be without prejudice to any other rights we may have and may be revoked upon written notice to you. We shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the Franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory standards or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other My Eyelab franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

D. COSTS AND ATTORNEYS' FEES

In any proceeding to enforce or interpret this Agreement or rights and obligations between the parties arising out of or relating to the Agreement or operation of the Store, or appeal thereof, the prevailing party may recover its costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, costs of investigation, court costs, other litigation expenses, and reasonable travel expenses. In any proceeding involving more than one allegation or issue, where neither party prevails on all allegations or issues, the court may apportion fees, costs and expenses between the parties.

E. YOU MAY NOT WITHHOLD PAYMENTS DUE TO US

You will not, on grounds of the alleged nonperformance by us of any of our obligations under this Agreement, any other contract between us and you, or for any other reason, withhold payment of payments due us pursuant to this Agreement or any other contract with us. You will not have the right to "offset" or withhold any liquidated or unliquidated amounts, damages or other funds allegedly due to you by us against any payments due to us by you.

F. RIGHTS OF PARTIES ARE CUMULATIVE

All rights and remedies of the parties under this Agreement are cumulative, and no exercise or enforcement by either party of any right or remedy will preclude the exercise or enforcement of any other right or remedy under this Agreement or under the law or in equity, except as otherwise set forth in this Agreement.

G. DISPUTE RESOLUTION

Except to the extent we seek payments owed by you to us or to our affiliates or injunctive or other equitable relief or specific performance to enforce provisions of this Agreement, the provisions of this Section 17.G shall apply to all disputes between you and us arising out of or

relating to this Agreement (including any claim that any part of this Agreement is invalid, illegal, or otherwise ineffective), to disclosures made or other actions or omissions occurring prior to execution of the Agreement, and/or to any business relationship that exists, or activities that are conducted, as a result of this Agreement (each, a "**Dispute**"); provided, that the provisions of this Section 17.G shall not apply after we have terminated this Agreement under Article 14, even if you dispute the validity of the termination. We will use these procedures to attempt to resolve amicably any Dispute without the necessity of litigation and before commencing any legal action, except as permitted in this Section. If a party commences any legal action without first using these procedures, the other party will be entitled, upon appropriate motion, to abate the legal action pending compliance with this Section.

(1) The party initiating the dispute resolution process must give initial written notice to the other party describing the Dispute and identifying one or more authorized individuals with power to resolve the Dispute. The date of receipt of the initial notice is the "**Start Date**." Within 10 days after the Start Date, the other party must designate in writing its authorized individuals with power to resolve the Dispute. The authorized individuals will meet in good faith no later than twenty (20) days after the Start Date to discuss resolution of the Dispute. If the Dispute has not been resolved within forty-five (45) days after the Start Date, any party may cease direct negotiations and submit the Dispute to mediation in accordance with the procedure outlined below.

(2) Within 10 days after the parties cease direct negotiations under Section 17.G.1, they will attempt to select a location for the mediation. If they cannot agree within 10 days, the mediation will be held either in the city in which we then have our principal business office or in Palm Beach County, Florida, with us making the choice between the location options. The parties must then select a person to mediate the Dispute. If the parties cannot agree on a mediator within 10 days after the location for mediation has been determined, any party may request the American Arbitration Association to supply a list within 5 business days of 5 potential qualified mediators, who are either an attorney experienced in the field of franchising or a retired or former judge of a court of record. Within ten (10) days after receipt of the list, the parties must rank the proposed mediators in numerical order of preference, exchange their lists, and select the individual receiving the highest combined ranking as the mediator. If that individual is not available to serve, the parties will proceed to contact the individual who was the next highest in ranking until a mediator is selected.

(3) The parties and the mediator will determine a date for the mediation. Both parties will deliver a summary of its position on the Dispute to the mediator at least seven (7) days before the first scheduled mediation session. The mediator will determine the meeting format and the mediation session will be private. The mediator will keep confidential all information learned in private discussion with any party unless that party authorizes disclosure. The mediation will be governed by other rules the mediator prescribes.

(4) The mediator will end the mediation if the process fails to resolve the Dispute at the conclusion of 10 hours of mediation sessions, unless the parties agree to continue the sessions. In addition, any party may terminate the mediation process if any other party fails to take any action when required in order to further the mediation process. The parties may not commence any legal action or seek other remedies until seven (7) days following the end of the

mediation process. However, any party may commence litigation within that seven (7) day period if litigation of the Dispute could be barred by an applicable statute of limitations or to seek an injunction to prevent irreparable harm, or other equitable relief or specific performance.

(5) We will both share the fees and expenses of the mediator equally. Each party will pay their own other costs of the mediation. The mediator will be disqualified as a witness, expert, or counsel for any party with respect to the Dispute and any related matters. All negotiation and mediation pursuant to this Article will constitute settlement discussions for purposes of federal and state rules of evidence. The entire mediation process is confidential, and all conduct, statements, promises, offers, and opinions will not be discoverable or admissible in any legal proceeding for any purpose. Evidence which is otherwise discoverable or admissible will not be excluded from discovery or admission solely because of its use in the mediation.

H. CONSENT TO JURISDICTION

Unless the applicable law in the state in which you have your principal place of business requires otherwise, the parties also specifically and deliberately agree that all litigation of controversies, claims or disputes between us and you that arise out of or relate to this Agreement or any other agreement between us or our affiliates and you or your affiliates, or the relationship between you and us, may be brought only in a federal court of competent jurisdiction in the Southern District of Florida or a state court of competent jurisdiction in Palm Beach County, Florida. You and your principals irrevocably submit to the jurisdiction and venue of those courts and waive any objection to the jurisdiction and venue of those courts.

I. WAIVER OF RIGHTS AND LIMITATIONS ON CLAIMS

EACH OF THE PARTIES AND YOUR PRINCIPALS HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES AS FOLLOWS:

(1) EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY; AND

(2) EACH PARTY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES, EXCEPT THAT WE MAY AT ANY TIME BRING AN ACTION FOR WILLFUL TRADEMARK INFRINGEMENT AND, IF SUCCESSFUL, RECEIVE AN AWARD OF MULTIPLE DAMAGES AS PROVIDED BY LAW; AND

(3) EACH PARTY EXPRESSLY AGREES THAT IT WILL NOT INITIATE OR PARTICIPATE IN ANY CLASS ACTION OR OTHER GROUP, COLLECTIVE, CONSOLIDATED, JOINT OR ASSOCIATIONAL CLAIM, OR ANY ACTION BROUGHT IN A REPRESENTATIVE CAPACITY, AGAINST ANY OTHER PARTY HERETO; AND

(4) Each party expressly agrees that in the event of any final adjudication or applicable enactment of law that punitive, multiple and/or exemplary damages may not be waived by the parties, no recovery by any party in any forum will ever exceed two (2) times actual

damages, except for an award of multiple damages to us for willful trademark infringement, as provided by law; and

(5) Each party expressly agrees that any and all claims and actions arising out of or relating to this Agreement, or the relationship between you and us, or your operation of the Store, brought in any forum by any party hereto against another, must be commenced within two (2) years after the discovery of the facts giving rise to such claim or action, or such claim or action will be barred.

The foregoing provisions shall apply to all Disputes.

J. INJUNCTIVE RELIEF

If you breach any provisions of this Agreement regarding the System, the Marks, Confidential Information or trade secrets, restrictive covenants, or limits on competition, or engages in other conduct that could materially damage the goodwill associated with the Marks, My Eyelab stores, or the System, or violates the terms of Sections 15.B through 15.E, then you agree that we will have no adequate remedy at law. Therefore, you expressly agree that, in addition to all other available remedies, we will be entitled to commence a legal action and obtain an injunction or other form of equitable relief or specific performance (including a preliminary injunction or temporary restraining order) to prevent or eliminate the occurrence or continuation of any actual or threatened breach, default, violation, or conduct. We will not be required to post a bond to obtain preliminary or temporary injunctive relief. The only remedy, if an injunction is wrongfully entered against you, will be the dissolution of that injunction, and you do not have any right to recover damages for wrongful entry of an injunction. We are not required to pursue the dispute resolution procedures of Section 17.G before filing a lawsuit to seek injunctive or other equitable relief or specific performance.

K. BINDING EFFECT

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Other than as provided in this Agreement, this Agreement may not be modified except by a written agreement signed by both you and us.

L. CONSTRUCTION

This Agreement constitutes the entire agreement between the parties and may not be changed or amended except by a written document signed by both parties. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda signed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you. You acknowledge that you have not received or relied upon any statements or representations by us or any of our representatives or agents) which are not expressly set forth in this Agreement. There are no other oral or written

understandings or agreements between us and you, relating to the subject matter of this Agreement. Nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated or completed actions that require our approval.

The headings of the sections and paragraphs are for convenience only and do not define, limit or construe the contents of these sections or paragraphs.

References in this Agreement to "we" "us" and "our," with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal in connection with your Store. The term "**affiliate**" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling us. "**Control**" means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the Owners of the Franchise and your business, whether as partners or joint venturers, all of those persons must sign this Agreement and their obligations and liabilities to us will be joint and several. References to "you" mean each of those persons. If you are an entity, "you" includes that entity and each of the entity's Owners. "**Owner**" means you (if you consist of one or more individuals) and also means any individual holding a direct or indirect ownership interest (whether of record, beneficially or otherwise) or voting rights in any entity that owns the Franchise or any interest in the Franchise. "**Person**" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative or other legal or functional entity. The term "**Store**" includes all of the assets of the My Eyelab Store you operate under this Agreement, including its revenue and income.

This Agreement may be executed in multiple copies, each of which will be deemed an original.

M. COVENANT OF GOOD FAITH

If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the judgment to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests; (ii) we will use our judgment in exercising the judgment based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally, and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability

to you for the exercise of our judgment in this manner, so long as the judgment is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

N. FORCE MAJEURE

Except as otherwise specifically provided in this Agreement, if either party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement not the fault of such party, then performance of such act shall be excused for the period of the delay, but in no event to exceed ninety (90) days from the stated time periods as set forth in this Agreement.

O. LIMITED LIABILITY FOR OUR RELATED PARTIES

You agree that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of ours will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement; (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (iii) any claim against us based on any alleged unlawful act or omission of ours.

P. MULTIPLE FORMS OF AGREEMENT

You acknowledge and agree that there is more than one form of franchise agreement in effect between us and our various My Eyelab franchisees; those other agreements contain provisions that may be materially different from the provisions contained in this Agreement; and you are not entitled to rely on any provision of any other agreement with other My Eyelab franchisees whether to establish course of dealing, waiver, or estoppel, or for any other purpose.

18. NOTICES AND PAYMENTS

All notices to us will be in writing and will be sent to General Counsel, M&D Optical Franchise, LLC, 3801 S. Congress Ave., Palm Springs, FL 33461, or such other address as us may subsequently designate in writing. All notices to you will be sent or delivered to the Store address or such other address as you may subsequently designate in writing. Except as otherwise provided by applicable law, all notices under this Agreement will be in writing and delivered to the addressee by any of the following means: (a) by personal service, (b) by prepaid certified U. S. mail, (c) by a recognized overnight delivery service (such as Federal Express, United States Express Mail, Airborne Express or UPS) which requires a written receipt or acknowledgement of delivery, or (d) by email, if the email is followed by written notice provided through one of the other methods referenced herein. For the purposes of this Agreement, written notice will be deemed delivered to the addressee on the day received.

19. ACKNOWLEDGMENTS

To induce us to sign this Agreement and grant you the Franchise, you acknowledge:

(1) That you have independently investigated the My Eyelab franchise opportunity and recognize that, like any other business, the nature of a My Eyelab's business may, and probably will, evolve and change over time.

(2) That an investment in My Eyelab involves business risks.

(3) That your business abilities and efforts are vital to your success.

(4) That retaining customers for your Store will require a high level of customer service and strict adherence to the franchise System and our System Standards and that you are committed to maintaining our System Standards.

(5) That except as described in our Franchise Disclosure Document you have not received or relied upon, and we expressly disclaim making, any representation, warranty or guaranty, express or implied, as to the revenues, profits or success of your Store or any other My Eyelab location.

(6) That any information you have acquired from other My Eyelab franchisees regarding their sales, profits or cash flows is not information obtained from us, and we make no representation about that information's accuracy.

(7) That you have no knowledge of any representations made about the My Eyelab franchise opportunity or Store by us, our affiliates, or any of their respective officers, directors, employees, or agents that are contrary to the statements made in our Franchise Disclosure Document or to the terms and conditions of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

M&D OPTICAL FRANCHISE, LLC

By: _____
Name: Daniel Stanton
Title: Chief Executive Officer

FRANCHISEE(S)

By: _____
Name: _____
Title: _____

If the Franchisee is a corporation, limited liability company, or partnership, the undersigned Owners of the Franchisee hereby agree to be bound by the terms and conditions of this Agreement applicable to the Owners, including without limitation, Sections 6, 7, 15.C and 15.D, which in no event will limit any of the obligations undertaken by the Owners in any other capacity or under any other agreement or guaranty.

Names and signatures of Owners	Percentage of Ownership
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT A

APPROVED STORE LOCATION

Franchisee's My Eyelab Store for the Franchise Agreement dated _____ in Trade Area _____ shall be located at the following approved Location:

_____

_____

Dated: _____

M&D Optical Franchise, LLC	**Franchisee(s)**
By: _____	By: _____
Daniel Stanton, Chief Executive Officer	Name, Title

EXHIBIT B

LEASE RIDER

This Lease Rider ("Rider") is entered into this _____ day of _____, 2022 by and between _____, LLC, a _____ limited liability company ("Tenant") and _____, a _____ ("Landlord") and supplements and forms a part of the agreement of lease (the "Lease") between Landlord and Tenant for the premises located at _____ (the "Premises"). In the event of a conflict between the provisions of the Lease and provisions of the Rider, the provisions of this Rider shall control.

For and in consideration of the promises hereof, the parties hereto, intending legally to be bound, hereby covenant, stipulate and agree as follows:

1. Landlord and Tenant acknowledge and agree that this Rider is entered into in connection with, and as a condition to, the grant of a My Eyelab franchise by M&D Optical Franchise, LLC ("M&D Optical") to Tenant in accordance with the terms of a franchise agreement (the "Franchise Agreement") which granted Tenant the right to operate the Premises as a My Eyelab retail optical store. M&D Optical is therefore an intended third-party beneficiary of this Rider with an independent right to enforce any and all of its terms.

2. Subject to applicable zoning laws and restriction of record, Landlord consents to Tenant's installation and use of such trademarks, service marks, signs, décor items, color schemes, and related components of the My Eyelab system as M&D may from time to time prescribe for the business that Tenant will operate from the Premises.

3. Landlord agrees to furnish M&D Optical with copies of all notices of default or alleged default and all notices of termination that it sends to Tenant pertaining to the Lease and the Premises at the same time it sends such notices to Tenant. Such notices shall be sent to M&D Optical at 3801 S. Congress Avenue, Palm Springs FL 33461, Attn: to Chief Executive Officer or to such other address provided to Landlord by M&D Optical in writing.

4. M&D Optical shall have the right to enter the Premises at any time and from time to time (a) to make any repairs, alterations, or removals it considers reasonably necessary to protect the My Eyelab system and marks, (b) to cure any default under the Franchise Agreement or under the Lease, or (c) to remove the distinctive elements of the My Eyelab trade dress upon the expiration or termination of the Franchise Agreement. M&D Optical shall repair or reimburse Landlord for the reasonable cost to repair any damage to the Premises that results from M&D Optical's removal of trade dress items and other property from the Premises.

5. Landlord shall provide notice to M&D Optical ("Landlord's Notice") in the event Landlord elects to terminate the Lease in light of a default by Tenant thereunder. At M&D Optical's option, Landlord agrees to enter into a new lease (the "New Lease") with M&D Optical, as tenant, under the same terms as the Lease except that the term of the New Lease shall be the remaining balance of the term of the Lease. Should M&D Optical elect to enter into such New Lease, M&D Optical shall provide written notice of such election to Landlord within thirty (30)

days after receipt of Landlord's Notice. During that thirty (30) day period, Landlord and Tenant agree that M&D Optical may enter the Premises in order to assess the business's condition and determine whether M&D Optical desires to enter in to the New Lease.

6. Tenant shall be permitted to assign the Lease to M&D Optical upon the expiration or termination of the Franchise Agreement. Further, M&D Optical shall be permitted to assign the Lease or the New Lease to another franchisee of M&D Optical provided that such other franchisee has the same or greater financial strength as Tenant had at the time of execution of the Lease. In the event of any assignment contemplated under the paragraph 6, M&D Optical shall have no further liability under the Lease or the New Lease (as applicable) from and after the effective date of such assignment.

7. Landlord acknowledges that M&D Optical is not a party to the Lease and shall have no liability or responsibility under the Lease unless and until the Lease is assigned to, and assumed by, M&D Optical in accordance with the terms of this Rider.

IN WITNESS WHEREOF, the parties have executed this Lease Rider on or as of the day and year first above written.

LANDLORD:	TENANT:
NAME	NAME
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

EXHIBIT C

BUSINESS ASSOCIATE TERMS AND CONDITIONS

Any capitalized terms used but not otherwise defined in these Terms and Conditions (the "Agreement") shall have the respective meanings given those terms under the Franchise Agreement between Franchisor and Franchisee and/or HIPAA (as defined below).

Defined Terms

"Business Associate Effective Date" shall be defined as the first date on which protected health information (as defined below) is disclosed to, or created or received by Franchisor, or Covered Entity, and Franchisor as business associate.

"Covered Entity" shall be defined as the Franchisee.

"Party" or "Parties" shall be defined as Covered Entity and Franchisor.

"Service Agreement" shall be defined as the Franchise Agreement attached hereto, and under which Franchisor, as the Licensor, provides services to Covered Entity.

Background Information

A. In connection with its services under the Service Agreement, Franchisor will have access to "protected health information" and "electronic protected health information" regarding Covered Entity's patients (collectively, "PHI"), as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended (such statute and regulations collectively, "HIPAA"). In addition, both parties are a "covered entity," as that term is defined under HIPAA.

B. The Parties are entering into this Agreement to comply with HIPAA as it relates to the use and disclosure of PHI and related matters.

Statement of Agreement

The Parties hereby acknowledge the accuracy of the foregoing Background Information and agree as follows:

1. Term. The term of this Agreement shall begin on the Business Associate Effective Date and shall end on the date on which the Service Agreement is terminated, subject to the provisions of Section 17 of this Agreement, which shall survive any expiration or termination of this Agreement.

2. HIPAA Compliance and Subcontractors. (a) During the term of this Agreement, to the extent Franchisor has access to, creates, receives, uses, or discloses PHI for or on behalf of Covered Entity, Franchisor shall comply with the requirements under HIPAA that are applicable

to Business Associates. Without limiting the foregoing, Franchisor may use or disclose PHI only if such use or disclosure is permitted by this Agreement, HIPAA or otherwise Required by Law.

(b) Franchisor shall ensure that each of its agents or subcontractors as defined in 45 C.F.R. § 160.103 ("Subcontractors") to whom it provides PHI received from, or created, used, or disclosed by Franchisor for or on behalf of Covered Entity, shall enter into a written business associate agreement with Franchisor containing the same restrictions, terms, and conditions as are applicable to Franchisor under this Agreement, including, without limitation, the requirement to implement administrative, physical, and technical safeguards, including the safeguards described in the Security Standards for the Protection of Electronic Protected Health Information found at 45 C.F.R. part 164, subpart C (the "Security Standards") with respect to Electronic PHI ("ePHI"), that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that the Subcontractor creates, receives, maintains, or transmits on behalf of Covered Entity or Franchisor, and to report any Security Incident or unauthorized use or disclosure of PHI, as more fully described in this Agreement.

3. Use and Disclosure; Rights. Franchisor may use or disclose the PHI disclosed to, received, or created by it: (a) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the Service Agreement, as it may be amended from time to time, or for other related purposes requested or approved by Covered Entity; (b) to perform its obligations under this Agreement; (c) to properly manage and administer Franchisor's business or carry out Franchisor's legal responsibilities; (d) for "data aggregation functions," as defined by HIPAA, with respect to health care operations of Covered Entity; (e) as otherwise expressly permitted by HIPAA or Required by Law; and (f) for Franchisor's own business activities, including the proper management and operation of Franchisor. Covered Entity shall not request that Franchisor use or disclose PHI in any manner that could not be permitted under HIPAA if done by Covered Entity as a Covered Entity. If, pursuant to clause (c) of this section, Franchisor discloses PHI to others, Franchisor shall obtain reasonable written assurances from the recipient of the PHI that (i) such PHI shall be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to such recipient by Franchisor, and (ii) that the recipient shall notify Franchisor of any instances of which it becomes aware that the confidentiality of the information has been breached.

4. HIPAA Security Rule; Safeguards. Franchisor shall implement, document, and use administrative, physical, and technical safeguards that prevent use or disclosure of PHI other than as permitted or required by this Agreement, and that reasonably and appropriately protect the confidentiality, integrity, and availability of any ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, including, without limitation, reporting to Covered Entity any Security Incident of which Franchisor becomes aware. Additionally, Franchisor shall comply with the provisions of the Security Standards with respect to all ePHI it creates, receives, uses, discloses, maintains, or transmits for or on behalf of Covered Entity. Franchisor shall implement and maintain reasonable and appropriate policies, procedures, training, documentation, monitoring, and evaluation where applicable under the aforementioned Security Standards.

5. Minimum Necessary. Franchisor shall limit any use, disclosure, or request for use or disclosure to a "limited data set," as defined under HIPAA, to the extent practicable, or the

minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request, in accordance with the requirements of HIPAA as amended from time to time.

6. HIPAA Privacy Rule; Covered Entity Access to Records. To the extent that Franchisor is responsible under the Service Agreement or this Agreement to carry out obligations of Covered Entity under Subpart E of 45 C.F.R. Part 164 (the "Privacy Rule"), Franchisor shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations. Franchisor shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity as may be reasonably necessary and appropriate in order for Covered Entity to comply with HIPAA with respect to the services described in the Service Agreement. Franchisor shall grant Covered Entity reasonable access to examine and copy, at Covered Entity's expense, such PHI, and records and documents of Franchisor related thereto, during normal business hours.

7. DHHS Access to Books, Records, and Other Information. As required under the Privacy Rule, Franchisor shall make available to the Secretary of the U.S. Department of Health and Human Services ("DHHS") Franchisor's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by, Franchisor on behalf of Covered Entity, for purposes of determining compliance with HIPAA. Franchisor shall cooperate and assist Covered Entity in good faith with complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by DHHS, its Office for Civil Rights, or any other administrative or judicial body with jurisdiction over Covered Entity.

8. Designated Record Set. Franchisor shall comply with Covered Entity's requirements for maintaining a Designated Record Set, as defined by HIPAA, in connection with services performed under the Service Agreement. Franchisor shall make an Individual's Designated Record Set available to Covered Entity for purposes of complying with such Individual's rights under HIPAA to access, copy, or amend such record.

9. Accounting. Franchisor shall make available, within twenty (20) days following a written request from Covered Entity, any PHI or any other information in its possession reasonably required by Covered Entity to prepare, or reasonably assist Covered Entity in preparing, an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Franchisor shall document disclosures of PHI in such a manner as will assist Covered Entity in responding to any request for an accounting of disclosures of PHI under said provision. With respect to written PHI, Franchisor shall have this information and documentation available for the six years preceding any request by Covered Entity. Notwithstanding the foregoing, if Franchisor has provided services to Covered Entity for less than the six-year period described herein, Franchisor shall be obligated to make available to Covered Entity only the information relating to the period during which Franchisor provided services to Covered Entity. In the event the provisions of the Privacy Rule relating to providing an Individual with an accounting of disclosures of PHI are amended during the term of this Agreement, Franchisor shall make available the above-referenced PHI and documentation reasonably required by Covered Entity to comply with such amended provisions as if such provisions were set forth herein in their entirety.

10. Access to and Amendment of PHI. In accordance with an Individual's right to access or copy his or her own PHI under 45 C.F.R. § 164.524, and an Individual's right to append amendments to such PHI under 45 C.F.R. § 164.526, Franchisor shall make available all PHI maintained by Franchisor in a Designated Record Set to Covered Entity, or to the Individual to whom the information pertains, or to such Individual's Personal Representative, in any case within twenty (20) days following a written request by Covered Entity. For Designated Record Sets maintained electronically, such access or copies shall be made available in an electronic form or format if requested by the Individual. Franchisor shall append amendments to PHI in a Designated Record Set that Franchisor maintains, in accordance with a written request from Franchisor that includes the nature of the amendment to be appended, within the time period necessary to enable Covered Entity to timely comply with an Individual's request for amendment under 45 C.F.R. § 164.526.

11. Individual Authorizations; Restrictions. Covered Entity shall inform Franchisor of any restriction on the use or disclosure of PHI that Covered Entity has agreed to with an Individual, or that is otherwise required by HIPAA, or that Covered Entity has placed in its Notice of Privacy Practices, or of any changes in or revocation of an authorization or other permission by an Individual, to the extent that such restriction, change, or revocation may affect Franchisor's use or disclosure of PHI. Covered Entity shall inform Franchisor of any change in or revocation of any restriction on the use or disclosure of PHI that Covered Entity had previously agreed to with an Individual, or that Covered Entity had placed in its Notice of Privacy Practices, or that is required under HIPAA.

12. Material Breach of Agreement.

(a) Termination of Business Associate. Upon Covered Entity's knowledge of a material breach of this Agreement or a violation of HIPAA, including, without limitation, a Breach of Unsecured PHI, committed by any workforce member or Subcontractor of Franchisor, Covered Entity shall notify Franchisor in writing, and, as determined in Covered Entity's sole judgment, Covered Entity shall either:

(i) terminate this Agreement and the Service Agreement between Covered Entity and Franchisor, if Franchisor does not cure the breach or end the violation within thirty (30) days of receiving notice of the breach from Covered Entity; provided, however, all of the obligations imposed on Franchisor under this Agreement shall continue with respect to PHI for which return or destruction by Franchisor under Section 17 hereof is not feasible; or

(ii) immediately terminate this Agreement and the Service Agreement between Covered Entity and Franchisor, if Franchisor (or a Subcontractor of Franchisor) has breached a material term of this Agreement and cure is not feasible as determined by Covered Entity; provided however, all of the obligations imposed on Franchisor under this Agreement shall continue with respect to PHI for which return or destruction by Franchisor under Section 17 hereof is not feasible.

(b) Termination of Subcontractors. Upon Franchisor's knowledge of a material breach of the Business Associate Agreement between Franchisor and a Subcontractor, or a

violation of HIPAA by a Subcontractor, including, without limitation, a Breach of Unsecured PHI committed by a Subcontractor or its workforce member or Subcontractor, Franchisor shall notify Covered Entity of such occurrence, and either:

(i) terminate Franchisor's agreement with such Subcontractor if the Subcontractor does not cure the breach or end the violation within thirty (30) days of receiving notice of the breach from Franchisor; or

(ii) immediately terminate Franchisor's agreement with such agent or Subcontractor, if the Subcontractor has breached a material term of this Agreement, caused a Breach of Unsecured PHI, or otherwise violated HIPAA, and cure is not feasible as determined by Franchisor, or as so directed by Covered Entity.

13. Unauthorized Disclosure; Breach of Unsecured PHI.

(a) Franchisor shall report to Covered Entity any use or disclosure of PHI not authorized by this Agreement within twenty (20) business days after discovery of such unauthorized disclosure.

(b) Without limiting the foregoing, Franchisor shall notify Covered Entity of any Breach or potential Breach of Unsecured PHI by Franchisor, any of its workforce members, or Subcontractors, in accordance with 45 C.F.R. § 164.410, within twenty (20) business days after discovery by Franchisor of the Breach or potential Breach. The notice to Covered Entity shall include the date(s) of the Breach (or potential Breach) and nature of the violating use or disclosure, the type(s) and amount of PHI used or disclosed, the identity of the person(s) suspected of making the violating use or disclosure and to whom the PHI was disclosed, and the corrective actions Franchisor has taken or shall take (including any actions that Individuals should take) to mitigate and prevent further harm or loss, and any other information that Covered Entity is required to include in notifications to the affected Individuals required under 45 C.F.R. § 164.404(c) or that Covered Entity reasonably requests. Franchisor shall supplement its notice to Covered Entity upon discovery of additional relevant facts pertaining to the Breach.

(c) For any unauthorized use or disclosure of PHI by Franchisor, its workforce members, or Subcontractors that does not constitute a Breach of Unsecured PHI, Franchisor shall document, in a written breach analysis made available to Covered Entity upon request, Franchisor's risk assessment that includes the factors relied upon by Franchisor to determine that there is a low probability that the PHI was compromised, including, but not limited to, the factors listed under 45 C.F.R. § 164.402.

(d) Franchisor shall fully cooperate in good faith with Covered Entity's investigation of any Breach or potential Breach of Unsecured PHI, and in any notifications to Individuals undertaken by Covered Entity. The Parties acknowledge that the ultimate determination of whether a potential Breach has compromised the privacy or security of an Individual's PHI, and authority for notifying Individuals of such Breach, lies solely with Covered Entity.

14. Mitigation. In addition to any other obligations or remedies applicable under this Agreement, Franchisor shall take any other reasonable and appropriate actions available to it to mitigate any detrimental effects of a violation of HIPAA, a Breach of Unsecured PHI, or a failure by Franchisor to comply with the terms and conditions of this Agreement.

15. Electronic Standards, Code Sets. If Franchisor conducts, in whole or in part, electronic transactions on behalf of Covered Entity of the type covered by HIPAA regulations, including Standards for Electronic Transactions and Electronic Code Sets, Franchisor shall comply, and shall require any of its agents or subcontractors to comply, with each applicable requirement of such regulations.

16. Return of PHI. At the end of the term of this Agreement, Franchisor shall return or destroy all PHI received from, or created or received by Franchisor on behalf of, Covered Entity that Franchisor maintains in any form and retain no copies of such information; provided that, if and to the extent Franchisor reasonably determines that such return or destruction is not feasible, including, without limitation, where retention is necessary for Franchisor to fulfill its legal responsibilities or as Required by Law, upon prior notice to and approval by Covered Entity (which approval shall not be unreasonably withheld) Franchisor shall not be required to return or destroy such PHI, but Franchisor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

17. Data Use Agreement. If Franchisor is the recipient of a "limited data set," as defined by HIPAA, or if Franchisor is engaged by Covered Entity to create a limited data set for purposes of Covered Entity's health care operations, this Agreement shall also be considered to be a "data use agreement," as defined by HIPAA, that establishes the permitted uses and disclosures of the information by Franchisor as a limited data set recipient as required by HIPAA. To the extent that, and for as long as, it possesses limited data set information for or on behalf of Covered Entity, Franchisor hereby agrees to fully comply with the requirements of HIPAA with respect to limited data set information, including without limitation, 45 C.F.R. §164.514(e). The provisions of this Agreement relative to PHI shall also apply to limited data set information, if any, in the possession or control of Franchisor. Limited data set information may be used or disclosed by Franchisor only for the purposes of research, public health, or health care operations of Covered Entity. Franchisor may not disclose limited data set information in a manner that would violate HIPAA if Franchisor were a covered entity thereunder. Franchisor may only disclose limited data set information to and permit the use of such information by other persons as may be agreed upon between Covered Entity and Franchisor in writing from time to time. Franchisor shall not identify or attempt to identify the Individual(s) to whom the limited data set information pertains or contact or attempt to contact the Individual(s) that Franchisor believes to be the subject of any limited data set information.

18. Sale of PHI. Franchisor shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity has approved of such activity in writing in advance of such disclosure or sale, and, when directed to do so by Covered Entity, Franchisor has obtained from the Individual a valid written authorization that includes a statement that PHI can be further exchanged for remuneration by the entity receiving PHI of the Individual,

and all other requirements under applicable HIPAA regulations are met. The compensation of Franchisor for performance of its services under the Service Agreement shall not constitute remuneration from the sale of PHI for purposes of this Section.

19. HIPAA Amendments.

(a) In the event Congress or DHHS amends, supplements or otherwise modifies the administrative simplification provisions of HIPAA, this Agreement shall be deemed automatically amended to incorporate any supplemental, amended, or modified requirements as are expressly applicable to Covered Entity and/or Franchisor, effective on the effective date of such amendment(s).

(b) Without limiting the foregoing, the Parties agree to negotiate and cooperate in good faith in the execution of any amendments, agreements, or other instruments deemed necessary or appropriate by the Parties in their reasonable discretion to carry out such HIPAA amendments, or to effectuate compliance with an applicable state or federal law respecting use, disclosure, or security of any individual health information created, received, used, or disclosed by Franchisor hereunder.

20. Notices. All notices and other communications in connection with this Agreement to any Party shall be in writing and shall be deemed given when delivered personally, mailed by certified mail (return receipt requested) to that Party at the address for that Party set forth at the end of this Agreement (or at such other address for such Party as such Party shall have specified in a prior written notice to the other Parties), or delivered to Federal Express, United Parcel Service, or any similar express delivery service for next business day delivery to that Party at that address.

21. Non-Waiver. The failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall not affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

22. Gender and Numbers; Headings. Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers. The headings of the various sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such sections, and shall be ignored in construing this Agreement.

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

24. Amendment. Except as expressly required with respect to HIPAA amendments described in Section 20 above, this Agreement may be amended only by written Agreement signed by Covered Entity and Franchisor.

25. Binding Effect; Assignment or Delegation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the Parties and their respective heirs, personal representatives, parents, subsidiaries, successors, and assigns.

26. Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

27. Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents. The respective rights and obligations of Franchisor under Section 17 of this Agreement shall survive termination or expiration of this Agreement.

28. Further Assurances. Each Party shall in good faith execute, acknowledge, or verify, and deliver any and all documents that may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.

29. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of Covered Entity and Franchisor and their respective successors and assigns, and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party, and shall not be enforceable by any third party.

30. Governing Law; Interpretation. This Agreement shall be interpreted and governed under the laws of the State of Florida to effectuate compliance by Covered Entity with applicable provisions of the federal HIPAA standards. In addition, this Agreement shall continue to apply to the Service Agreement as it may subsequently be amended or restated. In the event of any inconsistency between the provisions of the Service Agreement, as so amended and restated (if applicable), and this Agreement, the provisions of this Agreement, to the extent necessary to enable Covered Entity to comply with applicable provisions of HIPAA, shall control. This Agreement supersedes all prior agreements or understandings regarding the subject matter of this Agreement.

EXHIBIT D

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (Agreement) is entered into this ___ day of _____, 2022 (the "Effective Date"), between **M&D Optical Franchise, LLC**, a Florida limited liability company ("Licensor"), and _____, a _____ ("Franchisee").

WHEREAS, Licensor and Franchisee have entered into a Franchise Agreement granting Franchisee the right to own and operate a My Eyelab franchised store (the "Franchise");

WHEREAS, Licensor owns the rights to license the Zeus software platform ("Software") to its franchisees; and

WHEREAS, Franchisee wishes to obtain a license to use Licensor's Software in connection with the Franchise;

WHEREAS, Licensor is willing to license the Software to Franchisee on the terms and conditions outlined herein; and

NOW, THEREFORE, for the good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. LICENSE GRANTED

Subject to the terms and conditions of this Agreement and in consideration of Franchisee's obligation to pay monetary fees as outlined below, such fees which may be adjusted from time to time by mutual written consent of the parties, Licensor hereby grants, and Franchisee hereby accepts, a perpetual, nontransferable license to use the Software in object code form within the United States. The parties agree that Licensor shall continue to own all right, title and interest in and to the Software and all intellectual property rights embodied therein or related thereto including, but not limited to, the source and object codes and any customizations, updates and corrections to the Software. Except as expressly provided herein, no intellectual property rights are granted to Franchisee by implication, estoppel, or otherwise.

Franchisee will safeguard the Software and its related materials with that degree of normal due care commensurate with reasonable standards of industrial security for the protection of trade secrets and proprietary information so that no unauthorized use is made of them and no disclosure of any part of their contents is made to anyone other than Franchisee's employees, agents or consultants whose duties reasonably require such disclosure, or as necessary in the ordinary course of business. Franchisee shall make all such persons fully aware of their responsibility to fulfill the obligations of Franchisee under this Agreement.

2. FEES.

Franchisee shall pay Licensor the initial fee of $12,500.00 (the "Initial Fee"), and an annual

license fee of $4,300.00 (the "Annual License Fee"). The Initial Fee shall be delivered to Licensor within ten (10) days of the date of this Agreement. Franchisee shall deliver the Annual License Fee in monthly beginning on the first day of the month that Franchisee's Store opens for business. Payment amounts under this agreement do not include taxes, and Franchisee shall pay all taxes applicable to payments between the parties under this Agreement. Any amount not paid when due will bear interest from the due date until paid at a rate equal to 1.5% per month or the maximum allowed by law, whichever is less.

3. LIMITATION OF LIABILITY.

LICENSOR WARRANTS THAT IT HAS THE RIGHT TO PROVIDE THE SOFTWARE TO FRANCHISEE HEREUNDER. OTHERWISE, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. FURTHER, LICENSOR DOES NOT WARRANT RESULTS OF USE, THAT THE SOFTWARE IS BUG FREE OR THAT THE SOFTWARE WILL PROVIDE ANY PROTECTION AGAINST VIRUSES OR ANY NETWORK INTRUSION OR SECURITY BREACH, OR THAT THE USE OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE AND/OR SERVICE ARE NOT FAULT TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN LIFE-DEPENDENT OR HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, IN WHICH THE FAILURE OF THE SOFTWARE OR SERVICE COULD LEAD TO DEATH, PERSONAL INJURY OR PHYSICAL OR ENVIRONMENTAL DAMAGE. TO THE EXTENT FRANCHISEE USES THE SOFTWARE OR SERVICE IN SUCH ENVIRONMENT, IT EXPRESSLY ASSUMES ALL RISK THEREFOR.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION INDEMNIFICATION OBLIGATIONS) OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO IT BY LICENSEE FOR THE SOFTWARE LICENSED HEREUNDER DURING THE SIX MONTH PERIOD PRIOR TO THE CAUSE OF ACTION, (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS, OR (III) FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE OR DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, BUSINESS INTERRUPTION OR COST OF COVER) IN CONNECTION WITH OR ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, DOCUMENTATION, ANY OTHER MATERIALS PROVIDED BY LICENSOR OR OTHER SERVICES PERFORMED BY LICENSOR, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). FRANCHISEE ACKNOWLEDGES AND AGREES THAT LICENSOR WOULD NOT ENTER INTO THIS AGREEMENT UNLESS IT COULD RELY ON THE LIMITATIONS

DESCRIBED IN THIS PARAGRAPH.

Licensor is under no obligation to update or correct defects or errors in the Software. If Licensor does provide Franchisee with updates or corrections, the terms and conditions of this Agreement shall apply.

4. PROPERTY RIGHTS AND RESTRICTIONS ON USE

Franchisee recognizes that the Software, and customizations, updates or corrections, if any, are the property of, and all rights thereto, are owned by Licensor. Franchisee also acknowledges that such are a trade secret of Licensor, are valuable and confidential to Licensor, and that its use and disclosure must be carefully and continuously controlled.

Title to the Software, and customizations, updates or corrections, if any, shall at all times remain with Licensor.

Franchisee shall keep the Software, and customizations, updates and/or corrections, if any, free and clear of any claims, liens and encumbrances attributable to the use or possession of the Software by Franchisee. Any act of Franchisee, whether voluntarily or involuntarily, purporting to create a claim of encumbrance shall be void.

The Software is for the sole use of Franchisee and shall be used only for the purpose set forth in this Agreement.

Franchisee shall treat the Software, and customizations, updates and/or corrections, if any, as confidential and proprietary, and shall protect it in the same manner that it protects the confidentiality of its own information. While this Agreement is in effect, or while Franchisee has custody and possession of the Software, Franchisee will not:

a) provide or make available the Software to any person or entity other than employees of Franchisee who have a need to know consistent with Franchisee's use thereof under this Agreement; or

b) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source program or any part thereof from the object program or other information made available to Franchisee pursuant to this Agreement.

Franchisee agrees to promptly notify Licensor if it obtains information as to any unauthorized possession, use or disclosure of the Software by any person or entity, and further agrees to cooperate with Licensor in protecting Licensor's proprietary rights.

If Franchisee, its officers, agents, or employees, breach any provision of this Agreement, such breach must be cured within thirty (30) days of receipt of Licensor's written notice describing such breach. If such breach is not cured within the thirty (30) days after receipt of the notice, Franchisee shall pay Licensor reasonable monetary payments for loss and/or damages related to such breach.

5. TERM

The term of this Agreement shall begin on the Effective Date, and shall continue for the term of the Franchise Agreement (the "Term"), unless earlier terminated as provided in this Agreement. In the event of termination of this Agreement, Licensor shall have the right to take possession of the Software. Termination of this Agreement shall not relieve either party of its obligations pursuant to Sections 2, 3, 4, and 8 hereof.

6. TERMINATION

Licensor may terminate this agreement for any reason on sixty (60) days' notice to Franchisee. Either party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of thirty (30) days after the injured party delivers notice to the breaching party reasonably detailing the breach.

7. EFFECT OF TERMINATION

On the expiration or termination of this Agreement:

a) each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded;

b) the license granted under this Agreement will terminate with immediate effect;

c) At Licensor's request, Franchisee shall return to Licensor all originals of the information, documents, equipment, files, and other property, including Intellectual Property, it received from Licensor, destroy all copies of Licensor's of the information, documents, equipment, files, and other property, including Intellectual Property, it made, and certify to Licensor in writing that it destroyed all these copies.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

Franchisee agrees to indemnify and hold Licensor harmless from and against all loss, cost, expense or liability (including reasonable attorney's fees) arising out of a claim by a third party against Licensor based upon Franchisee's use of the Software.

Franchisee agrees to indemnify and hold Licensor harmless from any loss or damages to Licensor related to, or associated with Franchisee's customizations, updates and/or corrections to the Software.

Franchisee agrees to indemnify and hold Franchisee harmless, and defend at its expense, any action brought against Nationwide, its officers, directors, employees, shareholders, legal representatives, agents, successors and assigns ("Nationwide Indemnified Parties") to the extent that it is based on a claim that the customizations, updates and/or corrections developed by Franchisee infringe any intellectual property rights of any third parties.

Licensor shall have no liability to Franchisee for any damage sustained by Franchisee as a result of Franchisee's use of the Software, whether such damages would arise as a result of breach of contract, tort or otherwise. Franchisee has tested the Software and relies on its own judgment in utilizing it.

Licensor warrants that the use of the initially provided Software will not infringe any patent, copyright, or trademark in the United States or elsewhere, and Licensor shall indemnify and hold Franchisee harmless against any and all losses, damages and expenses, (including attorney's fees and other costs of defending any infringement action) which Franchisee may sustain or incur as a result of a breach of this warranty.

Obligations set forth herein are contingent upon the other party:

a) Providing the indemnifying party with prompt written notice of any action brought against the other party; and

b) The other party cooperating with the indemnifying party in the defense of any such action, and allowing the indemnifying party to control the defense and settlement of any such action at its expense.

Licensor shall have no obligation to defend any action or indemnify Franchisee from damage if:

a) Franchisee, in providing customizations, updates and/or corrections to the Software, infringes upon the intellectual property of any third party.

b) Franchisee is not using the most current version of the Software and the action would have been avoided without such combined use.

c) Franchisee has modified the Software in combination with other Software and the action would have been avoided without such combined use.

d) Franchisee is using the Software in combination with other Software and the action would have been avoided without such combined use.

9. MISCELLANEOUS

a) Either party shall be excused from failures or delays in delivery or performance hereunder if such failure or delay is attributable to causes beyond the reasonable control of the party, which makes such performance or delivery commercially impractical. In the event of any

such delay, the time of delivery or performance and time of payment shall be extended for a period of time equal to the time lost by reason of such delay (unless otherwise specified in writing between the parties hereto).

b) All notices shall be in writing and shall be deemed to be delivered when sent via nationally-recognized overnight courier. All notices shall be directed to Franchisee or to Licensor, its successors or assigns, at the respective addresses set forth on the signature page of this Agreement or to such other address as one party may, from time to time, designate by notice to the other party.

c) The parties to this Agreement are affiliated companies and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

d) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

e) This Agreement constitutes the complete and exclusive statement of this agreement between the parties hereto and supersedes any and all prior express implied agreements or understandings between the parties hereto concerning the subject matter hereof. No amendment, waiver or other alteration of this Agreement may be made except by mutual agreement in writing.

f) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby and the parties shall negotiate replacement provisions for those provisions which are held invalid, illegal or unenforceable which as closely as possible express the intent of those provisions.

g) This Agreement and the rights and obligations under this Agreement shall not be transferable, sub-licensable or assignable to any other person, firm or corporation by Franchisee, without the express prior written consent of the Licensor. The rights and obligations of this Agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

h) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without reference to the conflict of laws principles thereof. The parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts located in Palm Beach County, Florida in any action arising out of or relating to this Agreement. The parties waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient.

i) THE PARTIES HEREBY MUTUALLY, KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY AND AGREE THAT NO

PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER, AND SHALL BE SUBJECT TO NO EXCEPTIONS.

j) If either party institutes or is made a party to any action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs and attorney's fees incurred in connection with such action or proceeding, or any appeal or enforcement of such action or proceeding.

k) The parties agree that this Agreement is the result of careful negotiations between sophisticated parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

l) The various headings in this Agreement are inserted for convenience only, and shall not affect the meaning or interpretation of this Agreement or any paragraph or provision hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

M&D Optical Franchise, LLC

By: _____
Name: Daniel Stanton
Its: Chief Executive Officer

Franchisee

By: _____
Name: _____
Its: _____

EXHIBIT E

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-Disclosure and Non-Competition Agreement ("Agreement") is executed this ____ day of _____, 2022, by _____ ("Individual").

WHEREAS, _____("Franchisee") is a party to that certain Franchise Agreement ("Franchise Agreement") executed by and between Franchisee and M&D Optical Franchise, LLC, a Florida Limited Liability Company ("Franchisor");

WHEREAS, Individual is either an owner or managerial employee of Franchisee, and Franchisee desires Individual to have access to and review certain Confidential Information, including Trade Secrets, which are more particularly described below;

WHEREAS, Individual desires to access the Confidential Information in the course of his or her mutually beneficial and advantageous relationship or involvement with Franchisee;

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Confidential Information; and,

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Franchisor, Franchisee or any other franchisee of Franchisor in any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) optical examinations or other optical services and products (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by a franchisee under a franchise agreement with Franchisor.

NOW, THEREFORE, in consideration of being provided with access to the Confidential Information by Franchisor or Franchisee, and intending to be legally bound hereby, the Individual hereby agrees as follows:

1. Confidential Information

Individual understands Franchisee possesses and will possess Confidential Information, including Trade Secrets, of Franchisor that are important to its business.

a. For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in My Eyelab® stores that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic

value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b. For the purposes of this Agreement "Confidential Information" means technical and non-technical non-public information used in or related to My Eyelab® stores, the My Eyelab® business system of operating an optical store, or the development or operation of a My Eyelab® store, including, without limitation, information contained in the confidential My Eyelab Operations Manual and training guides and materials, pricing and rebate information, Trade Secrets, store selection criteria, knowledge of the operating results and financial performance of My Eyelab stores, and information generated by or used or developed in Franchisee's store's operation, including customer names and information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

2. <u>Confidentiality/Non-Disclosure</u>

a. Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Confidential Information, including Trade Secrets. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b. Individual's obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual's obligations under this Agreement to any future employer to the extent deemed necessary by Franchisee for protection of its rights hereunder.

3. <u>Non-Competition</u>

a. During the term of Individual's relationship with Franchisee, Individual shall not, directly or indirectly, for himself or herself or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within the United States without the express written consent of Franchisee.

b. For a two (2) year period following the term of Individual's relationship with Franchisee, regardless of the cause of termination, Individual shall not, directly or indirectly, for himself or herself or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business located within

a twenty-five (25) mile radius of Franchisee's franchised store location or within twenty-five (25) miles of any other My Eyelab® store without the express written consent of Franchisee.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Franchisor, and Franchisor's Confidential Information and Trade Secrets, Franchisor's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Franchisor immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Franchisor shall be entitled, as a matter of right, to an injunction (including a preliminary injunction) from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Franchisor may have at law or in equity.

The prevailing party in any action to enforce this Agreement shall be entitled to their reasonable attorneys' fees and costs. Any action such action shall be brought in the courts of the State of Florida located in Palm Beach County, Florida.

6. Miscellaneous

a. Individual acknowledges that the Franchisor is a third-party beneficiary to this Agreement and that it shall be entitled to enforce this Agreement without the cooperation of Franchisee.

IN WITNESS WHEREOF, Individual has executed this Agreement, as of the aforementioned date.

_____

Printed name

EXHIBIT F

EYE EXAM AND REFRACTION SERVICES AGREEMENT

THIS EYE EXAM AND REFRACTION SERVICES AGREEMENT, (the "Agreement") is entered into as of this _____ day of _____, 2022, by and between _____ **Physicians Eyecare Group, P.C.**, a _____ professional corporation (hereinafter "PEG"); **M&D Optical Franchise, LLC,** a Florida limited liability company (hereinafter "M&D") and _____ (hereinafter "Franchisee").

RECITALS:

WHEREAS, PEG is a physician group medical practice providing ophthalmological medical services, including evaluation and interpretation of refraction tests and eye exams throughout the state of _____ (the "State"); and

WHEREAS, M&D provides non-professional and technical support to PEG facilitating the provision of PEG professional services through off-site telemedicine; and

WHEREAS, Franchisee is operating or will operate a My Eyelab franchised store pursuant to a Franchise Agreement between M&D and Franchisee (the "Franchise Agreement"); and

WHEREAS, Franchisee desires to make available to the community and its customers the professional services of PEG and the PEG Physicians.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PEG, M&D and Franchisee agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.

2. PEG Duties.

2.1 PEG, through those physicians who currently engaged by the PEG to provide services to Franchisee (a "PEG Physician"), will provide professional services to those individuals who may request Franchisee's assistance in obtaining an eye exam.

2.2 In performing the foregoing services, PEG, through its PEG Physician(s), will comply with all applicable rules and regulations established by law, regulation, as such may exist from time to time. PEG, through its PEG Physician(s), who are licensed in the State, will provide such services in conformity with generally accepted community standards in the relevant medical community. PEG, through its PEG Physician(s), will diligently and competently devote such time, skill, attention and best efforts to Franchisee as are necessary to perform the duties specified herein.

2.3 PEG will solely and exclusively control the provision of professional clinical services, and the Franchisee will neither have nor exercise any control or discretion over the methods by which the PEG Physicians or any PEG clinical professionals render professional

clinical services. Nothing in this Agreement will be construed to alter or otherwise affect the legal, ethical or professional relationships between and among the PEG, the PEG Physicians and their patients, nor does anything in this Agreement abrogate any right, privilege or obligation arising from or related to the physician-patient relationship.

2.4 PEG will prepare or cause to be prepared written records and reports relating to all services rendered to individuals who become PEG patients under this Agreement. Additionally, PEG will complete and submit any prescriptions resulting from eye exams to the patient.

3. M&D Duties.

3.1 During the term of this Agreement, M&D will: (i) arrange for a Web Interface between the Franchisee, PEG and PEG Physicians for transmission of patient demographic and historic information, and Pre-Exam data; (ii) as requested by PEG, coordinate the provision of refraction services and collection of refraction data from refraction technician to PEG Physician; and (iii) assist PEG and PEG Physician in transmission of exam results to patient.

4. Franchisee Duties.

4.1 During the term of this Agreement, Franchisee will: (i) afford PEG and PEG Physician(s) full access, during normal business hours, to its location or arrange for transmission/delivery of any and all pre-exam studies; (ii) cooperate fully with the PEG and PEG Physician(s) to enable them to fulfill their responsibilities under this Agreement, including obtaining patient demographic information and providing prospective PEG patients with such forms as requested by PEG and the PEG Physicians; (iii) post any signage, as may be reasonably requested by PEG, and required by applicable law or regulation; (iv) obtain and maintain in good standing all licenses, permits, certifications, registrations and other authorizations from governmental agencies required of Franchisee; and (v) comply with all applicable rules and regulations established by law.

4.2 Franchisee shall be solely responsible for all expenses and costs incurred by or with respect to furnishing and obtaining pre-examination studies of PEG patients, including, but not limited to, all costs of equipping, maintaining and operating the pre-examination equipment and the costs of all non-technical personnel performing such pre-examination. Franchisee shall be solely responsible for all expenses and costs associated with transmitting to PEG the pre-examination information and documents relating to the pre-examination studies that are to be reviewed read and interpreted by PEG Physicians.

5. Compensation and Billing.

5.1 In consideration of the performance of services by PEG and M&D contemplated hereunder, Franchisee agrees to compensate PEG and M&D at a rate equal to Twenty Dollars per eye exam interpreted by a PEG Physician ($20 / study), which amounts shall be collected by the Franchisee and paid to the PEG and M&D in full pursuant to Section 5.2 below. PEG and M&D do hereby appoint Franchisee as PEG's and M&D's agent and attorney-in-fact to bill of PEG's and M&D's account and collect the same and to enforce M&D, PEG and PEG Physicians' interests therein. PEG and M&D shall not bill or collect directly from the patients, or any third party for its

services provided hereunder, but shall look solely to Franchisee to bill and collect on their behalf. PEG and M&D agree to submit such information and billing claims as reasonably necessary and requested by Franchisee for third party insurance reimbursement.

5.2 Franchisee hereby authorizes PEG to debit the Bank Account via ACH transfer each Wednesday for the amounts delineated in Section 5.1 above from the bank account designated by Franchisee for payments in connection with the Franchise Agreement (the "Bank Account"). Franchisee shall ensure there are adequate funds in the Bank Account each Wednesday to adequately cover the ACH debit for the prior week's services. In the event that the funds in the Bank Account are insufficient to fund the ACH debit, Franchisee shall be invoiced for any remaining amounts due under this Agreement. Franchisee shall deliver payment for any such invoices within five (5) days of receipt. Interest shall accrue on late payments under this Agreement at a rate of 8% per annum until paid in full.

6. Term and Termination.

6.1 Term. The initial term of this Agreement shall begin with the date set forth above, and shall continue for a period of one (1) year and shall automatically renew for successive one (1) year periods unless this Agreement is terminated by either party pursuant to the terms of this Agreement.

6.2 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("Event of Default"):

a) Franchisee's failure to make any payment as required under this Agreement;

b) the occurrence of any event of default under the Franchise Agreement that is not cured within any applicable grace or cure period specified therein;

c) Franchisee's misuse of the services rendered by Franchisee and/or PEG hereunder, as determined in Franchisor's sole and absolute discretion;

d) continued provision of services hereunder poses a risk to Franchisor or PEG in Franchisor's sole and absolute discretion;

e) either party's material default, breach or violation in the performance or observance of any of the covenants, agreements, representations, warranties or conditions contained in this Agreement (other than payment), provided the breaching party has not cured such breach within twenty (20) days of the breaching party receiving written notice specifying the breach;

f) entry of a judgment by a court of competent jurisdiction against Franchisee in favor of a third party;

g) the filing of a voluntary or involuntary petition in bankruptcy by or against Franchisee;

h) Franchisee becomes insolvent;

i) Franchisee makes a general assignment for the benefit of creditors;

j) if a party is suspended or excluded from participation in the Medicare or Medicaid programs;

k) if any PEG Physician providing services pursuant to this Agreement is suspended or excluded from participation in the Medicare or Medicaid programs and a replacement physician is not provided by PEG within thirty (30) days of PEG learning of such suspension or exclusion;

l) if any PEG Physician providing services pursuant to this Agreement fails to maintain an unrestricted, active license to practice medicine in the State and a replacement physician is not provided to the Franchisee by PEG; or

m) if any PEG Physician providing services pursuant to this Agreement is convicted of a felony and a replacement physician is not provided to the Franchisee by PEG within thirty (30) days of PEG learning of such conviction.

n) Franchisee in any way misuses the prescriptions issued by PEG doctors, the system, or the services rendered hereunder in PEG and/or M&D's sole and absolute discretion.

6.3 Franchisee's Remedies Upon Default. Upon any Event of Default by PEG or M&D which default is not cured within the applicable notice and cure period, Franchisee shall be entitled to terminate this Agreement. The remedy provided in this Section 6.3 shall be Franchisee's sole and exclusive remedy for any default by PEG or M&D hereunder. In no event shall PEG or M&D be liable for any general, indirect, incidental, special, or consequential damages, whether in an action in contract or tort. PEG and M&D's liability for damages hereunder shall in no event exceed the amount of fees paid by Franchisee hereunder.

6.4 PEG and M&D Remedies Upon Default. Upon any Event of Default by Franchisee, PEG and/or M&D shall have, in addition to any other remedies available to them at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

(a) terminate this Agreement;

(b) declare any or all of the unpaid amounts under this Agreement due and payable and demand immediate payment thereof;

(c) immediately discontinue delivery of all services hereunder, until such time as any Event of Default is cured;

(d) require Franchisee to place funds on deposit in an amount to be determined by PEG in PEG's sole discretion in order to continue provision of services hereunder;

6.5 Termination Without Cause. This Agreement may be terminated at any time by

any party without cause upon ninety (90) days prior written notice to the other party.

7. Relationship of the Parties.

It is expressly understood and agreed, that M&D, PEG and PEG Physicians shall, at all times, be independent contractors with respect to Franchisee and not employees or agents of Franchisee, and that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation, or like relationship, between the parties. Accordingly, Franchisee shall neither have nor exercise any specific control or direction over the particular methods by which M&D or PEG, through its PEG Physician(s), performs services required by this Agreement. Moreover, in no event shall either party be liable for the debts or obligations of the other, and neither party shall have any claim under this Agreement, or otherwise, against the other party for vacation pay, paid sick leave, retirement benefits, social security, worker's compensation, health, disability, professional malpractice or unemployment insurance benefits, or other employee benefits of any kind. The foregoing shall survive the expiration or termination of this Agreement.

8. Professional Liability Coverage.

PEG shall obtain and maintain, at its sole cost and expense, professional liability insurance coverage covering acts or omissions of PEG and each PEG Physician furnishing any of the Services, during the term of this Agreement, in coverage amounts not less than minimum amounts required by State law. PEG agrees to provide Franchisee with a certificate or certificates of insurance evidencing such insurance coverage, from time to time promptly upon request, and written notice of any reduction, cancellation or refusal to renew such insurance coverage within three (3) business days after receipt of notice thereof from the applicable insurer.

9. Eye Exam Records.

All medical records, case histories, test results, or personal and regular files concerning patients evaluated by PEG Physicians shall be the sole and permanent property of PEG. PEG shall, however, permit Franchisee to have access to and to copy all such records, at Franchisee's sole expense, during regular business hours (i) to comply with the terms of this Agreement, (ii) as necessary for Franchisee to defend itself in a liability action, and (iii) in order to respond to any governmental or judicial inquiry, investigation or subpoena. This provision shall survive the expiration or termination of this Agreement.

10. HIPAA Compliance.

Franchisee acknowledges and agrees that PEG is a "*covered entity*" (as defined in HIPAA) and the Franchisee is a "*business associate*" (as defined under HIPAA) of the PEG when the Franchisee provides services to the PEG involving "*protected health information*" (as defined under HIPAA) pursuant to this Agreement. Franchisee agrees to perform all services involving protected health information in accordance with the Business Associate Provisions set forth on Exhibit C to the Franchise Agreement.

11. Notices.

All notices or communications required or permitted pursuant to the terms of this Agreement will be in writing and will be delivered in person, by recognized overnight carrier, or by means of certified or registered mail, postage prepaid, return receipt requested, to such party at its address as set forth below, or such other person or address as such party may specify by similar notice to the other party hereto or by telephone facsimile with a hard copy sent by mail on the next business day. All such notices will be deemed given upon delivery if delivered by hand, on the third business day after deposit with the U.S. Postal Service, and on the first business day after sending if by facsimile to the parties as addressed as follows:

If to Franchisee: _____
_____
_____

If to PEG: _____Physicians Eyecare Group
c/o M&D Optical Franchise, LLC
3801 S. Congress Ave.
Palm Springs, FL 33461
Attn. General Counsel

If to M&D: M&D Optical Franchise, LLC
3801 S. Congress Ave.
Palm Springs, FL 33461
Attn. General Counsel

12. Miscellaneous.

12.1 This Agreement shall be binding upon, and shall inure to the benefit of Franchisee and PEG, and their respective successors and assigns. Provided that neither party may assign this Agreement, except upon the express written consent of the other party.

12.2 This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State. Moreover, the section headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.

12.3 This Agreement constitutes the entire final Agreement among the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements among the parties hereto, both oral and written, concerning the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties. To the extent of any conflict between this Agreement and the terms of the Franchise Agreement between Franchisee and M&D, the terms and conditions of the Franchise Agreement shall control and supersede this Agreement.

12.4 If any provision, sentence, phrase or word of this Agreement shall be held invalid

or unenforceable, such invalidity or unenforceability shall attach only to such provision, sentence, phrase or word and shall not in any way affect or render invalid or unenforceable any other provision, sentence, phrase or word of this Agreement, and this Agreement shall be carried out as if such invalid or unenforceable provision, sentence, phrase or word was not contained herein. In the event, however, that any federal, state or local law, rule, regulation or official interpretation at any time during the term of this Agreement prohibits or restricts in any way a material term of this Agreement, then the parties agree to meet to discuss amending this Agreement. If this Agreement is not capable of being amended to satisfy the above, prior to the earlier of the effective date of such prohibition, restriction or change or thirty (30) days, this Agreement may be immediately terminated by either party.

12.5 This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

12.6 No waiver of any provision of this Agreement shall be effective against either party hereto unless it is in writing and signed by the party granting the waiver. A waiver of any breach or violation of any term, provision or covenant contained herein shall not be deemed a continuing waiver or a waiver of any future or past breach or violation or a waiver of any other term, provision or covenant of this Agreement.

12.7 In the event that either of the parties to this Agreement institutes suit against the other party to enforce any of their rights hereunder, the prevailing party to such action or proceeding shall be entitled to recover all costs and attorneys fees incurred in connection with such action or proceeding, or any appeal or enforcement of such action or proceeding.

12.8 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without reference to the conflict of laws principles thereof. The parties hereby consent to the exclusive jurisdiction and venue of the federal and state courts located in Palm Beach County, Florida in any action arising out of or relating to this Agreement. The parties waive any objection they might have to jurisdiction or venue of such forums or that the forum is inconvenient.

12.9 THE PARTIES HEREBY MUTUALLY, KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY AND AGREE THAT NO PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER, AND SHALL BE SUBJECT TO NO EXCEPTIONS.

12.10 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

12.11 Except as otherwise required by law, Franchisee agrees to keep this Agreement and any amendment or addendum hereto and their contents confidential and not to disclose the same

to any third party, except to its legal and accounting representatives. Additionally, with respect to information provided or prepared by PEG and/or M&D in connection with this Agreement, Franchisee agrees to keep all such information which is not in the public domain confidential, exercising the same care in handling such information as it would its own. This Section shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have executed this Eye Exam and Refraction Services Agreement as of the day and year first above written.

_____ Physicians Eyecare Group, P.C.

By:_____
Name: _____ M.D.
Its: President

M&D Optical Franchise, LLC

By:_____
Name: Daniel Stanton
Its: Chief Executive Officer

Franchisee

By:_____
Name: _____
Its: _____

EXHIBIT G

UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS (the "Agreement") is given this _____ day of_____, 2022, in connection with that certain Franchise Agreement of even date herewith (the "Franchise Agreement") by and between M&D Optical Franchise, LLC ("Franchisor") and _____ ("Franchisee").

For valuable consideration received, and as an inducement to Franchisor to enter into the Franchise Agreement, the undersigned "Guarantor" hereby unconditionally guarantees to Franchisor: (a) the full and timely performance by Franchisee of the Franchise Agreement and all terms, conditions and covenants thereof, and (b) the payment by Franchisee of royalties and all other sums payable by Franchisee under the Franchise Agreement.

Guarantor agrees that (1) Franchisee's obligations under the Franchise Agreement shall be enforceable against Guarantor without the necessity for any suit or proceedings whatsoever against Franchisee, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of Agreement or any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; (2) immediately upon each and every breach or default of the Franchise Agreement by Franchisee, whether before or during the term of the Franchise Agreement or thereafter (e.g., during any renewal term), without any notice to or demand upon Guarantor, Guarantor will (i) pay to Franchisor the sum or sums in arrears, (ii) pay to Franchisor all damages, including but not limited to any expenses, costs and fees incurred by Franchisor, that may be occasioned by Franchisee's nonperformance, and (iii) comply with or perform all terms and conditions of the Franchise Agreement; (3) no extension, forbearance or leniency extended by Franchisor to Franchisee shall wholly or partially discharge Guarantor hereunder, notwithstanding that Guarantor had no notice of any breach or default of the Franchise Agreement or of any such leniency, forbearance or extension; (4) Franchisor and Franchisee, without notice to or consent by Guarantor, may at any time(s) enter into modifications, renewals, extensions, amendments and/or other agreements respecting the Franchise Agreement, and Guarantor shall not be wholly or partially released thereby, it being intended that Guarantor shall continue as guarantor with respect to the Franchise Agreement as so modified, renewed, extended, amended or otherwise affected and notwithstanding any transfer or assignment of the Franchise Agreement.

The obligations of Guarantor herein shall be co-extensive with those of Franchisee under the Franchise Agreement and shall remain in effect as long as Franchisee's obligations under the Franchise Agreement are in effect. This Agreement is absolute and unconditioned and shall continue without being affected by any impairment, release or limitation of the liability of Franchisee or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor further agrees to be bound by each and every obligation of Franchisee under the Franchise Agreement, with the same force and effect as if Guarantor were designed in and had executed the Franchise Agreement as Franchisee thereunder.

This Agreement is a primary guaranty of payment and performance and shall not be subject to any counterclaim, set-off, deduction or defense. No failure or delay on the part of Franchisor in exercising any right or remedy under the Franchise Agreement and/or this Agreement shall operate as a waiver thereof nor shall a single or partial exercise of any right or remedy preclude any other or further exercise thereof, and all rights and remedies of Franchisor hereunder and under the Franchise Agreement shall be cumulative. Until all Franchisee's obligations under the Franchisee are fully performed, Guarantor waives any rights that it may have against Franchisee by reason of Guarantor's compliance with this Agreement and subordinates any liability or indebtedness of Franchisee held by Guarantor to the obligations of Franchisee to Franchisor under the Franchise Agreement.

If Guarantor consists of more than one person and/or entity: (a) this Guaranty Agreement shall be binding on all of them jointly and severally; and (b) notice to or from any of them will constitute notice to or from each of them. Any notice or other communication to Franchisor is to be provided pursuant to the notice requirements included in the Franchise Agreement. Without limiting the foregoing, Guarantor hereby irrevocably appoints Franchisee as Guarantor's agent for service of process and any notices related to this Guaranty Agreement.

This Agreement, which is to be governed by and construed in accordance with the laws of the State of Florida, shall also bind Guarantor's legal or personal representatives, heirs, successors and assigns (as the case may be) and inure to the benefit of Franchisor's successors and assigns and any other person or entity at any time having the rights of Franchisor under the Franchise Agreement. Guarantor will forthwith pay to Franchisor all attorney's fees and disbursements incurred by Franchisor in connection with any breach or default by Franchisee under the Franchise Agreement and/or the enforcement of this Agreement, in each instance whether or not suit is brought (and if suit is brought, through appeals and collection efforts). Any such legal action shall be brought in the State of Florida, County of Palm Beach. Any sums not paid to Franchisor when due hereunder will bear interest at the rate of 18% per annum, from the due date until full payment is received by Franchisor.

The Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and each party represents that they have full authority to enter into it. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. Each party has been or has had the opportunity to be represented by counsel with respect to this Agreement. If any provision of this Guaranty Agreement shall be held to be invalid or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and affect. Neither this Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought.

IN WITNESS WHEREOF, Guarantor(s) has executed this Agreement as of the date signed below.

Store Location**:**

GUARANTOR:

Signature:_____
Print Name

GUARANTOR:

Signature:_____
Print Name

EXHIBIT H TO THE FRANCHISE AGREEMENT

ACH AUTHORIZATION AGREEMENT

By signing this Authorization Agreement (the "Agreement"), I (We) hereby authorize M&D Optical Franchise, LLC ("M&D Optical") to initiate corporate debit or credit entries via Automated Clearing House (ACH) to or from my (our) Bank Account held at the depository financial institution named below (the "Depository"). I (We) authorize M&D Optical to debit the account in accordance with the terms of the Franchise Agreement. I (We) acknowledge that the origination of ACH transactions to my (our) account by M&D Optical must comply with the provisions of U.S. law. I (We) further acknowledge that the amount of all debits executed pursuant to this authorization may vary, but each debit shall equal the amount of fees due under the Franchise Agreement.

ACH Instructions:
Bank Name:_____Branch_____
City_____ State_____ ZIP _____
Bank Account Title: _____
Bank Account Type: Checking _____ Savings_____ Routing #_____
Bank Account #_____

******Please include an image of a voided check with this ACH agreement for verification******

Please indicate if this is a new Agreement or a change of a previous Agreement:
NEW _____ CHANGE_____ (By marking this as a change of an existing Agreement, I hereby give notice to terminate use of any previously given ACH instructions and authorize M&D Optical to use the ACH instructions herein from the date of this Agreement until its termination.)

This authorization is to remain in full force and effect until M&D Optical has received written notification from me (or either of us) of its termination at the address listed below in such time and manner as to afford M&D Optical and Depository a reasonable opportunity to act on such notification. I (We) understand that if I (we) revoke this authorization or fail to maintain sufficient credit in the account to complete the ACH transaction, M&D Optical may choose to immediately terminate the Franchise Agreement and/or discontinue the provision of goods and services thereunder. I (We) release M&D Optical and its affiliates, agents and representatives from all liability for their compliance with these instructions. I (We) understand that any fund transfer via an ACH system under this authorization is subject to the rules of the National Automated Clearing House Association applicable to the ACH system. It is not subject to the rules of the Electronic Funds Transfer Act, Regulation E issued by the Board of Governors of the Federal Reserve, Uniform Commercial Code Article 4A. All notices to M&D Optical shall be in writing and directed to the following address: 3801 S. Congress Ave., Palm Springs, FL 33461. Notice shall be deemed as made when the original mailed notice is received by M&D Optical.

Franchisee: _____

By: _____

Print name: _____

Date: _____

Joint Customer Signature (if applicable) _____

EXHIBIT I

STATE ADDENDA TO FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

THIS CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT (the "Addendum") is made and effective as of this _____ day of _____, 2022 (the "Effective Date"), by and between M&D OPTICAL FRANCHISE, LLC ("we,", "us," or "Franchisor") and _____ ("you,""your," or "Franchisee").

WHEREAS, contemporaneously herewith, the parties are entering into a Franchise Agreement for a My Eyelab franchised Store to be located in _____ (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The following is added as section 17.Q. of the Agreement:

No disclaimer, questionnaire, clause or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

2. To the extent that the provisions of the Agreement are inconsistent with the provisions herein, this Addendum shall control.

WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day first above written.

M&D OPTICAL FRANCHISE, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise disclosure document, the following provision will supersede and apply to all franchises offered and sold in the State of Illinois:

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

Notice Required By Law

1. THE TERMS AND CONDITIONS UNDER WHICH YOUR LICENSE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/1-44.

2. The provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction and choice of law will not constitute a waiver of any right conferred upon Licensee by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois Franchisees.

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void." To the extent it is not inconsistent with Illinois law, the terms and conditions relating to renewal, term, repurchases and assignment of the Franchise Agreement are as described in Item 17 of the Franchise disclosure document.

4. The Choice of Law described in Item 17(v) "Choice of Forum", and Item 17(w) "Choice of Law" of the UFOC as well as Section 17.H of the Franchise Agreement is subject to state law.

5. Notwithstanding anything to the contrary, set forth in Section 17.A of the Franchise Agreement, the law regarding all matters governed by the Illinois Franchise Disclosure Act will be the governing law of Illinois; but as to all matters not governed by the Illinois Franchise Disclosure Act, the Franchise Agreement and all provision of the Illinois Addendum to the Franchise Agreement will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of Florida. All litigation filed by Franchisee or Franchisor shall be commenced in Illinois.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends Item 17 of the Franchise disclosure document. The following provision will supersede and apply to all franchises offered and sold in the State of Maryland:

1. Pursuant to COMAR 02.02.02.16L, the general release required as a condition of renewal, sale, and/or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Any provision of the Franchise Agreement which provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et sq.).

3. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective Franchisee to assent to any release, estoppel or waiver of liability as a condition to purchasing a franchise. Accordingly, any term or condition of the Franchise Agreement which is inconsistent with Maryland law, relating to such release, estoppel or waiver of liability is void and unenforceable.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

MICHIGAN ADDENDUM TO FRANCHISE AGREEMENT

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

1. a prohibition on the Franchisee's right to join an association of Franchisees.

2. a requirement that the Franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives the Franchisee of the rights and protections provided in this act. This shall not preclude the Franchisee, after entering into a Franchise Agreement, from settling any claims.

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

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

5. a provision that permits us to refuse to renew a franchise on terms generally available to other franchises of the same class or type under similar circumstances. This section does not require a renewal provision.

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

7. a provision which permits a Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to: (a) the failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards. (b) the fact that the proposed transferee is

a competitor of us or subfranchisor. (c) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations. (d) the Franchisee's failure or the failure of the proposed transferee to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

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

9. a provision which permits us to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO: DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
670 LAW BUILDING
LANSING, MICHIGAN 48913

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

1. No release language set forth in the Franchise Agreement or Franchise disclosure document shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Minnesota.

2. Minnesota law provided Franchisees with certain termination and nonrenewal rights. Minnesota Statutes, Section 89C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that Franchisee be given 90 (ninety) days' notice of termination (with 60 (sixty) days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding use of the name.

4. In the event that subdivisions 3, 4, and/or 5 of Minnesota Statutes, Section 89C.14, is/are repealed or held to be invalid or unenforceable, the affected provision(s) shall be deemed not to be a part of this Addendum.

5. Minnesota Statute, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise disclosure document or agreement(s) can abrogate or reduce any of the Franchisee's rights as provided for in Minnesota Statues, Chapter 80C, or Franchisee's right to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Section 8.D. is hereby deleted.

2. Restrictive Covenants. Notwithstanding anything to the contrary as set forth in Sections 7 or 15.D of the Franchise Agreement and the Non-Disclosure and Non-Competition Agreement, we cannot restrict competition in a way contrary to Section 9-08-06, N.D.C.C.

3. Liquidated Damages and Termination Penalties. Franchisor cannot provide that you must consent to liquidated damages or termination penalties.

4. Section 13.B. is replaced with the following:

   If you satisfy all of the other conditions to renew this Agreement for a Renewal Term, you and your Owners must, at least six (6) months prior to the expiration of the Initial Term, execute and return to us the form of Franchise Agreement and any ancillary agreements we are then using for My Eyelab franchises, and pay a non-refundable renewal fee of ten percent (10%) of the then-current initial Franchise Fee. Your failure to sign the required agreements or to pay the successor franchise fee within 30 days after such documents are delivered to you will be deemed your election not to renew this Agreement for the Renewal Term.

5. Notwithstanding anything to the contrary set forth in Section 17.A of the Franchise Agreement, the law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of North Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of Florida.

6. Section 17.G.(2) is replaced with the following:

   Within 10 days after the parties cease direct negotiations under Section 17.G.1, they will attempt to select a location for the mediation. If they cannot agree within 10 days, the mediation will be held in Burleigh County, North Dakota. The parties must then select a person to mediate the Dispute. If the parties cannot agree on a mediator within 10 days after the location for mediation has been determined, any party may request the American Arbitration Association to supply a list within 5 business days of 5 potential qualified mediators, who are either an attorney experienced in the field of franchising or a retired or former judge of a court of record. Within ten (10) days after receipt of the list, the parties must rank the proposed mediators in numerical order of preference, exchange their lists, and select the individual receiving the highest combined ranking as the mediator. If that

individual is not available to serve, the parties will proceed to contact the individual who was the next highest in ranking until a mediator is selected.

7. Jurisdiction. Notwithstanding anything to the contrary set forth in Section 17.H., we cannot require you to consent to the jurisdiction of the Florida courts.

8. Waiver of Trial By Jury. Notwithstanding anything to the contrary set forth in Section 17.I(1), we cannot require you to waive your right to trial by jury.

9. Waiver of Exemplary and Punitive Damages. Notwithstanding anything to the contrary set forth in Section 17.I(2), we cannot require you to waive exemplary and punitive damages.

10. Limitation of Claims. We cannot require you to limit your claims. The statute of limitations under North Dakota law applies.

11. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of North Dakota.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

OHIO ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises sold to Ohio residents:

1. Pursuant to Ohio's Business Opportunity Plan Law, Revised Code Sections 1334.01 et seq., if you are a resident of Ohio and are purchasing a new start, corporate conversion or renewal franchise, this Addendum shall serve as notice that you have the right to cancel this transaction, without penalty or obligation, by providing Franchisor written notice of cancellation at any time prior to midnight of the fifth business day after you sign the Franchise Agreement.

2. The Disclosure Receipt shall be modified by the following statement:
   If you purchase a My Eyelab franchise, and you are a resident of Ohio, you will have 5 business days after signing the Franchise Agreement to cancel the Franchise Agreement, without penalty or obligation, by providing Franchisor with written notice of cancellation.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise disclosure document, the following provision shall supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. Any section of the Franchise disclosure document or provision of the Franchise Agreement shall be amended to comply with Section 19-28.1-14 of the Rhode Island Licensed Investment Act, that provides any provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise disclosure document for M&D Optical Franchise, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure:

1. The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchiser to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a Franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by us to induce a Franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise disclosure document, the following provisions shall supersede and apply to all Franchisees offered and sold in the State of Washington:

1. If any of the provisions in the Franchise disclosure document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise disclosure document and Franchise Agreement with regard to any franchise sold in Washington.

2. In any litigation involving a franchise purchased in Washington, the litigation shall be either in Washington or in a place as mutually agreed upon at the time of the litigation.

3. A release or waiver of rights executed by a Franchisee will not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

4. The State of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the area of termination and renewal of your franchise.

5. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

6. Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

EXHIBIT B

FORM OF REGIONAL AREA DEVELOPMENT AGREEMENT AND EXHIBITS

REGIONAL AREA DEVELOPMENT AGREEMENT

THIS REGIONAL AREA DEVELOPMENT AGREEMENT (the "Agreement") dated this ____ day of _____, 2022 is made by and between _____, a(n) (individual/corporation) with its principal office located at _____ ("you," "your," or "Area Developer"), and M&D Optical Franchise, LLC, a Florida Limited Liability Company with its principal office located at 3801 South Congress Avenue, Palm Springs, Florida 33461 ("we" or "us").

WHEREAS, through expenditure of considerable time, skill, effort, and money, we have developed and are the owner of a distinctive, proprietary, and comprehensive business system, program, methods, and procedures for establishment and operation of unique, optical retail stores ("Stores" or "My Eyelab® Stores") with examination facilities (the "System"), which System operates under certain trademarks and service marks (the "Marks") which include the My Eyelab® name and trademark (the "My Eyelab® Mark").

WHEREAS, we have the right and authority to license the System and Marks for use to selected persons, businesses or entities who will develop and operate Stores using the System and Marks, and who will comply with our uniformity requirements and quality standards.

WHEREAS, you wish to develop, and to enter into Franchise Agreements with us to own and operate, franchised My Eyelab® Stores in the area set forth in Section 1 and according to the schedule set forth in Section 4, in conformity with the System and the uniformity requirements and quality standards established and promulgated from time to time by us.

WHEREAS, you acknowledge that it would take substantial capital and human resources to develop a concept and system that is similar to a My Eyelab® Store and to the System, and, for those reasons, you wish to acquire the right to develop My Eyelab® Stores pursuant to the terms and conditions of this Agreement.

Pursuant to the above Recitals and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. GRANT OF DEVELOPMENT RIGHTS; TERRITORY

A. GRANT OF DEVELOPMENT RIGHTS; TERRITORY

We hereby grant to you, for the Term of this Agreement and subject to the terms, conditions and limitations of this Agreement, the exclusive right to develop, and to enter into separate Franchise Agreements with us to use the System and the Marks to operate, the number of My Eyelab® Stores set forth in Section 4 hereof, pursuant to the schedule set forth in Section 4 hereof and to be located within the "Territory" defined as the geographical area described and delineated as follows:

_____

The Territory may be further described in a map attached hereto as Exhibit A. You shall locate

each Store in the Territory at a specific location accepted by us.

B. DEVELOPMENT RIGHTS ONLY.

This Agreement is not a franchise agreement, and does not give you the right to operate a My Eyelab® Store or to use the System or Marks. The operation of any Store developed pursuant to this Agreement will be governed by an individual Franchise Agreement executed by us and you pursuant to Section 5.D of this Agreement.

C. LIMITED EXCLUSIVITY; RESERVATION OF RIGHTS

(1) The rights and privileges granted to you in this Agreement are expressly limited to the Territory, and are expressly subject to the terms and conditions of this Agreement. During the term of this Agreement, we will not grant to any other person or entity a franchise or license to develop, open or operate a My Eyelab® Store utilizing the System or the Marks within the Territory, and will not establish another franchised or affiliate owned My Eyelab® Store within the Territory (except to the extent provided in Section 1.C(2)(c) below or as permitted in Section 7.B(4)).

(2) Except to the extent provided in Section 1.C(1), the development and other rights granted to you hereunder are non-exclusive. We and our affiliates will have the absolute right to: (a) develop, operate, and license others to operate My Eyelab® Stores in any areas outside of the Territory; (b) develop, operate, and license others to operate optical stores and other business concepts under other brand names, even if the locations for the stores and concepts are within the Territory and regardless of the proximity to any My Eyelab® Stores developed or under development or consideration by you; (c) develop My Eyelab® Stores in the Territory if they are located at or within a nationally-recognized retail or pharmaceutical outlet; (d) use other channels of distribution, including but not limited to the Internet, catalogs, mail order, infomercials, telemarketing, or other direct marketing sales, to market, distribute and sell, on a wholesale or retail basis, products under any of the Marks, including in the Territory; and (e) advertise, promote and participate in special promotions in the Territory including, without limitation, fund-raising and charitable events.

D. CONDITIONS

You hereby undertake the obligation to develop My Eyelab® Stores in the Territory in strict compliance with the terms and conditions of this Agreement for the entire Term of this Agreement. The rights and privileges granted to you under this Agreement are applicable only in the Territory, are personal in nature, and may not be used elsewhere or in any other area.

E. PERSONAL LICENSE

You will not have the right to franchise, subfranchise, license or sublicense rights under this Agreement. You will not have the right to assign this Agreement or its rights under this Agreement, except as specifically provided for herein.

2. TERM

This Agreement will be in effect for a term ending _____ years after the effective date of this Agreement, or on the date you have completed development of the number of My Eyelab® Stores required under the Development Schedule set forth in Section 4, whichever is earlier (the "Term"). At the end of the Term, your exclusive development rights with respect to the Territory will automatically terminate, and you will not have the right to renew or extend the term of this Agreement except upon our written approval.

3. FEES PAYABLE BY AREA DEVELOPER

A. DEVELOPMENT FEE

On the date this Agreement is executed, you will pay us a nonrefundable development fee of an amount equal to the Initial Franchise Fee for your first My Eyelab Store, and one-half of the Initial Franchise Fee for each of the additional My Eyelab® Stores that you are required to develop and open in the Territory pursuant to the Development Schedule set forth in Section 4 of this Agreement (the "Development Fee"). We shall credit the Development Fee, pro rata, against the Initial Franchise Fees payable under the Franchise Agreements issued to you for the Stores to be developed pursuant to this Agreement. The Development Fee is payment to us for granting you the exclusive rights, as set forth in this Agreement, to develop My Eyelab® Stores in the Territory. In no event will the Development Fee be refunded to you. If for any reason this Agreement terminates before all or any portion of the Development Fee has been applied to the Initial Franchise Fees, we will retain the unapplied portion of the Development Fee as compensation for our time, effort and foregone opportunities.

B. INITIAL FRANCHISE FEES

In addition to the Development Fee, you or your Affiliated Entity will pay us an Initial Franchise Fee of $34,900 for each My Eyelab® Store that you are required to open and operate in the Territory pursuant to the Development Schedule set forth in Section 4 of this Agreement. You or your Affiliated Entity will pay us the balance of the Initial Franchise Fee (after application of credit for a pro rata portion of the Development Fee that you paid) on or before the date you or they execute the Franchise Agreement for each My Eyelab® Store required to be opened and operated in the Territory pursuant to this Agreement.

C. INITIAL FRANCHISE AGREEMENT

You or your affiliate must execute a Franchise Agreement for your first My Eyelab® Store and pay the first Initial Franchise Fee (which also is part of the Development Fee) on the date you execute this Agreement. You will not purchase or lease the property for the proposed site for the first franchised location until you have signed a Franchise Agreement with us and have complied with the applicable provisions of the Franchise Agreement relating to real estate and site selection.

4. DEVELOPMENT SCHEDULE

A. DEVELOPMENT SCHEDULE

You shall develop, open, and continue to operate within the Territory a minimum total of at least _____ Stores, by the deadlines set forth in the schedule below. For each Store to be developed during the Term, you must sign a Franchise Agreement by the date set forth in this Development Schedule, secure an approved Store location and sign the Lease, and open the Store within the dates set forth in this Schedule. Your strict compliance with the Development Schedule is essential to this Agreement.

Store #	Trade Area	Date by which Franchise Agreement signed	Date by which approved Store location secured and Lease signed	Date by which Store must be opened and continuously operating in Territory

B. REASONABLENESS OF DEVELOPMENT SCHEDULE

You represent that you have conducted your own independent investigation and analysis of the prospects for the establishment of My Eyelab® Stores within the Territory, and approve of the Development Schedule as being reasonable and viable. Nothing in this Agreement shall prevent you from developing more Stores in the Territory than the minimum number shown in the Development Schedule.

C. SCHEDULE EXTENSIONS

We may, in our sole judgment, grant you one or more extensions to the Development Schedule ("Schedule Extension"), provided that you shall pay us a fee in an amount not to exceed One Thousand Dollars ($1,000.00) per month for each Store for each Schedule Extension. We reserve the right to deny the granting of any Schedule extension in our sole judgment.

D. FAILURE TO COMPLY WITH DEVELOPMENT SCHEDULE

Time is of the essence of this Agreement. Your failure to comply with any of the deadlines in the Development Schedule will constitute a material breach of this Agreement. If you at any time during the Term of this Agreement are not in compliance with the Development Schedule, then we will have the right to terminate this Agreement immediately upon notice to you. Termination of this Agreement as a result of your failure to meet the Development Schedule will not affect the individual Franchise Agreements for the My Eyelab® Stores opened and operated in the Territory pursuant to this Agreement which were signed by the parties prior to termination of this Agreement; however, upon termination of this Agreement, all rights to develop and operate additional My Eyelab® Stores in the Territory and all other rights granted to you under this

Agreement will immediately revert to us, without affecting those obligations of you that continue beyond the termination of this Agreement.

E. DEVELOPER'S AFFILIATED ENTITIES

At your request, we will permit the Franchise Agreement for any My Eyelabs® Store in the Territory to be executed by an entity formed by you to operate the Store (an "Affiliated Entity"), provided all of the following conditions are met: (1) you or Owners own at least 51% of the voting equity of a corporate or limited liability company Affiliated Entity, or all of the general partnership interests of a partnership Affiliated Entity; (2) the Affiliated Entity conducts no business other than the operation of the Store; (3) you, your control group, and all holders of a legal or beneficial interest in Developer of 10% or more agree to guarantee and assume full and unconditional liability for, and agree to perform all obligations, covenants and agreements contained in the Franchise Agreement; and (4) all owners of voting equity possess a good moral character, as determined by us in our sole judgment, and you provide us all reasonably requested information and documentation to permit us to make such a determination.

5. DEVELOPMENT PROCEDURES

A. DEVELOPER'S RESPONSIBILITY.

Developer assumes all cost, liability, responsibility and expense for locating, obtaining and developing sites for the Stores and constructing and equipping the Stores in accordance with our System, plans, specifications, and requirements. We have the right to determine if a site is an acceptable location. You shall not make any binding commitment to purchase or lease a site unless and until we have accepted the site in writing.

B. SITE ACCEPTANCE REQUEST.

For each site upon which you propose to develop a Store, you shall submit a written request ("Site Acceptance Request") containing such information as we may reasonably require, for each proposed site which you reasonably believe to conform to site selection criteria that we may establish from time to time which may include but not be limited to demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses (including any My Eyelab® Stores operated or franchised by us or our affiliates), the nature of other businesses in proximity to the site and other commercial characteristics (including the purchase price, rental obligations and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises.

C. SITE ACCEPTANCE.

(1) Within 15 days after receipt of your Site Acceptance Request and any additional information that we may reasonably require, we shall advise you in writing whether we have accepted a particular site. If we do not respond within that time period, we shall be deemed to have denied acceptance of the site. We may reject any proposed site for any reason at our sole judgment, and you may not proceed at the rejected site but must try to locate an acceptable site.

Our acceptance or rejection of a site may be subject to reasonable conditions as determined in our sole judgment. A site which we have accepted shall be referred to as an "Accepted Site."

(2) Our acceptance of the site selected by you is not a representation or a warranty that the Store will be profitable or that you will achieve any particular level of sales at the Store. It merely means that the Accepted Site has met certain minimum criteria we have established for identifying suitable sites for proposed Stores in the region in which the site is located. You acknowledge that store development is not a precise science and agree that our acceptance of the site shall not impose any liability or obligation upon us.

D. EXECUTION OF FRANCHISE AGREEMENT**.**

Within 30 days after we accept a proposed site for each Store developed hereunder (but, if applicable, after expiration of the applicable waiting period following delivery of a franchise disclosure document), you or your Affiliated Entity shall execute a Franchise Agreement in our then-current standard form, and pay the Initial Franchise Fee for the Store. Your failure to provide us with an executed Franchise Agreement within the time specified will constitute a material breach of this Agreement and we will have the right to terminate this Agreement as provided for herein. If and when any Franchise Agreement contemplated by this Agreement is executed by us and you or your Affiliated Entity, the Franchise Agreement shall supersede this Agreement and govern the relations between the parties with respect to that particular Store (except for the schedule for development and opening of the Store as set forth in Section 4.A of this Agreement, which shall remain in effect).

E. PROOF OF CONTROL OF ACCEPTED SITE.

Within 60 days of our acceptance of a site, you shall submit to us satisfactory proof that you: (1) own the Accepted Site; or (2) have leased or subleased the Accepted Site for a term, including renewal terms, for at least the initial term of the Franchise Agreement; or (3) have entered into a written agreement to purchase or to lease or sublease the Accepted Site. For any leased site, you shall provide us with a copy of the lease or sublease (for a term, including renewal terms, for at least the initial term of the Franchise Agreement) for our approval. The lease or sublease shall not contain any covenants or other obligations that would prevent you from performing your obligations under the Franchise Agreement. Unless waived in writing by us, any lease, sublease, letter of intent or lease memorandum for the Accepted Site shall contain a Lease Addendum in the form attached to the Franchise Agreement. After we approve the lease or sublease for the Accepted Site, you shall provide us with a copy of the fully-executed lease or sublease.

F. CONSTRUCTION OF THE FRANCHISED STORE

Upon our written acceptance of an Accepted Site, you or your Affiliated Entity is responsible for constructing the Store (if you are not moving into an existing building space), building out and decorating the Store, and installing furniture, fixtures, and equipment in the Store, in accordance with the System and with our plans and specifications included within the System, and with the deadlines in the Development Schedule.

G. COMPLIANCE WITH APPLICABLE LAWS

You will, at your expense, comply with all applicable federal, state, city, local and municipal laws, ordinances, rules and regulations pertaining to the development of your My Eyelab® Stores in the Territory. You will, at your expense, be absolutely and exclusively responsible for determining the licenses and permits required by law for the My Eyelab® Stores, for qualifying for, and obtaining and maintaining, all such licenses and permits, and for compliance with all applicable laws by your employees, agents and independent contractors.

H. INTERESTS OF AREA DEVELOPER

You will be dedicated solely to the development and operation of My Eyelab® Stores in the Territory and will not hold any interest in, operate, or manage any other business of any kind without our prior written approval.

6. ASSIGNMENT

A. ASSIGNMENT BY FRANCHISOR

This Agreement may be unilaterally Assigned by us to a person or entity without your approval and will inure to the benefit of our successors and assigns. We will provide you with written notice of any such Assignment, and the assignee will be required to fully perform all obligations of us under this Agreement.

B. ASSIGNMENT BY AREA DEVELOPER

(1) The rights and duties granted to you by this Agreement are personal to you. Accordingly, you will not assign or transfer any interest in or any part of this Agreement, or any interest in Area Developer, to any person or entity without our prior written approval, and any attempted assignment or transfer without our prior written approval will constitute a breach of this Agreement and convey no rights to or interest in this Agreement or in Area Developer.

(2) We will have sole judgment in whether to approve any assignment or transfer. Any proposed transferee and its owners (if the proposed transferee is an entity) must meet our then-current standards for My Eyelab area developers. In addition, prior to the time of any approved transfer, we may require that the conditions specified below are met: (a) all of your monetary obligations due to us have been paid in full, and you are not otherwise in default under this Agreement; (b) you have agreed in writing to observe all applicable provisions of this Agreement, including the covenants not to compete contained in this Agreement; (c) you have executed a release, in a form satisfactory to us, of any and all claims against us and our respective officers, directors, owners, agents and employees, in their corporate and individual capacities, arising from, in connection with, or as a result of this Agreement including, without limitation, all claims arising under any federal or state franchising laws or any other federal, state or local law, rule or ordinance; provided, however, that we and you may specifically exclude from the coverage of the release any prior or concurrent written agreements or other franchise agreements between them for other My Eyelab® Stores owned by you; (d) the assignee area developer has demonstrated to our satisfaction that he, she or it meets the managerial, financial and business standards required by us for new

area developers, possesses a good business reputation and credit rating, and its management possesses the aptitude and ability to operate the My Eyelab® Stores in the Territory in an economic and businesslike manner (as may be evidenced by prior related business experience or otherwise); (e) the assignee area developer and the assignee area developer's owners and personal guarantors execute the legal agreements required by us or its legal counsel to document the assignment of this Agreement to the assignee area developer; (f) you pay the Assignment fee specified in Section 6(E); and (g) the assignee area developer and its appropriate employees have successfully completed the initial training program then prescribed by us.

(3) This Agreement may be assigned to a new entity without the payment of an Assignment Fee and without complying with the prior Section 6(B)(1), if you are an individual or individuals or an entity and the Owner(s) of the new entity are the same person or persons who signed this Agreement or who were the Owners of the entity that signed this Agreement.

C. ASSIGNMENT BY INDIVIDUAL AREA DEVELOPER IN THE EVENT OF DEATH OR PERMANENT DISABILITY

If you are an individual, then in the event of your death or permanent disability, this Agreement may be assigned by you to any designated person or beneficiary (the "Beneficiary") without the payment of any Assignment Fee. However, the assignment of this Agreement to your Beneficiary will be subject to the other provisions of Section 6(B)(1), and will not be valid or effective until we have approved the Beneficiary and received the properly executed legal documents which our attorneys deem necessary to document the assignment of this Agreement. The Beneficiary must agree to be unconditionally bound by the terms and conditions of this Agreement and must personally guarantee this Agreement. There will be no charge to the Beneficiary for the initial training program; however, the salary, benefits, and travel expenses for all persons attending training will be paid by the Beneficiary.

D. ACKNOWLEDGEMENT OF RESTRICTIONS

You acknowledge and agree that the restrictions on assignment imposed herein are reasonable and necessary to protect the System and the Marks, as well as the reputation and image of us, and are for protection of us, you and all other area developers and franchisees who develop, own and operate My Eyelab® Stores. Any assignment permitted by this Section will not be effective until we receive a completely executed copy of all assignment documents and we consent to the assignment in writing. Any attempted assignment made without complying with the requirements of this Section will be void.

E. ASSIGNMENT FEE

If this Agreement or any Ownership Interest in Area Developer is assigned to another person or entity, then except as provided for in Section 6(B)(3), you will pay us, on or before the date of the Assignment, an assignment fee of $5,000 (the “Assignment Fee”). The Assignment Fee is to cover the costs incurred by us in connection with the Assignment and the costs to provide the initial training program to the assignee area developer and its management team. The assignee area developer will be responsible for the salaries, benefits, travel expenses, and other expenses incurred by all people attending the initial training program on behalf of the assignee area

developer.

F. ASSIGNMENT TO COMPETITOR PROHIBITED

Area Developer and its Owners will not assign this Agreement or their Ownership Interests to any person, partnership, corporation or entity that owns, operates, franchises, develops, consults with, manages, is involved in, or controls any entity or business that competes with My Eyelab® Stores. If we refuse to permit an assignment of this Agreement under this provision, then Area Developer and its Owners' only remedy will be a judicial determination as to whether the proposed assignee owns or operates an entity or business that competes with My Eyelab® Stores.

7. DEFAULT AND TERMINATION RIGHTS OF FRANCHISOR

A. GROUNDS FOR TERMINATION

We may terminate this Agreement, and the rights granted by this Agreement, upon written notice to you without an opportunity to cure, upon the occurrence of any of the following events:

(1) You fail to comply with the Development Schedule for any reason, including failing to: (a) obtain our acceptance of a site and sign a Franchise Agreement for that site by the applicable date listed in the Development Schedule; or (b) have open and operating the number of Stores required by the dates specified in the Development Schedule. A default under this Section 7(A)(1) shall not constitute a default under any existing Franchise Agreement between us and you or your Affiliated Entity.

(2) You become insolvent or unable to pay your creditors (including us); file a petition in bankruptcy, an arrangement for the benefit of creditors or a petition for reorganization; there is filed against you a petition in bankruptcy, an arrangement for the benefit of creditors or petition for reorganization, which is not dismissed within 60 days of the filing; you make an assignment for the benefit of creditors; or a receiver or trustee is appointed for you and not dismissed within 60 days of the appointment.

(3) Execution is levied against your business or property; suit to foreclose any lien or mortgage against the premises or equipment of any franchised Stores developed hereunder is instituted against you and is not dismissed within 60 days; or the real or personal property of any franchised Store developed under this Agreement shall be sold after levy thereupon by any governmental authority.

(4) There is a material breach by Developer of any obligation under Section 8 of this Agreement relating to Confidential Information and covenants not to compete.

(5) Any Assignment that requires our prior approval occurs or purports to occur (or is attempted) without you having obtained that prior approval.

(6) We discover that you made a material misrepresentation or omitted a material fact in the information that was furnished to us in connection with its decision to

enter into this Agreement.

(7) You knowingly falsify any report required to be furnished us or make any material misrepresentation in your dealings with us or fail to disclose any material facts to us.

(8) You, or any Owner, is convicted of, or pleads no contest to, a felony charge, a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the sole opinion of us, to adversely affect us, our affiliates or the System.

(9) You or your Affiliated Entity Abandon any My Eyelab® Store opened pursuant to this Agreement.

(10) You, any Affiliated Entity, or any Owner remain in default beyond the applicable cure period: (a) under any other agreement (including any Franchise Agreement) with us (provided that, if the default is not by you, we provide to you a notice of the default and a 30-day period to cure the default); (b) under any real estate lease, equipment lease, or financing instrument relating to a franchised Store; or (c) under any contract with any vendor or supplier to a franchised Store; provided that if the default is not by you, you are given notice of the default and 30 days to cure said default.

(11) You fail or refuse to comply with any other provision of this Agreement or any requirement of the System and do not correct the failure or refusal within 30 days after receiving written notice of default. If the default cannot be corrected within 30 days, you shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that you begin taking the actions necessary to correct the default during the 30-day cure period and diligently and in good faith pursues those actions to completion. You will be in default under this sub-section for any failure to materially comply with any of the requirements imposed by this Agreement or otherwise in writing, or to carry out the terms of this Agreement in good faith. If you received two or more notices of default pursuant to this Section 7(A)(11) within the previous 12 months, we shall be entitled to send you a notice of termination upon yours next default under this section in that 12 month period without providing you an opportunity to remedy that default.

B. ACTION OTHER THAN TERMINATION**.**

If we have the right to terminate this Agreement under Section 7(A), then we may alternatively, at our sole judgment, take any one or more of the following actions:

(1) reduce the number of franchised Stores which you are required to develop pursuant to Section 4(A) of this Agreement;

(2) reduce the size of the Territory;

(3) accelerate the Development Schedule;

(4) terminate your exclusive right to develop in the Territory by permitting other developers or franchisees to develop or franchise Stores in the Territory;

(5) withhold evaluation or acceptance of site proposal packages and refuse to permit the opening of any franchised Stores then under construction or not otherwise not ready to commence operations, pending satisfactory cure of any such default; and

(6) pursue any other remedies available under this Agreement (including termination) or at law or in equity.

C. STATUTORY LIMITATIONS

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

D. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement:

(1) You shall have no further right to develop or open franchised Stores in the Territory. Termination or expiration of this Agreement shall not affect your right to continue to operate franchised Stores that were open and operating pursuant to a Franchise Agreement as of the date this Agreement terminated or expired;

(2) The rights granted to you in the Territory shall terminate and revert to us, and we shall have the right to develop, operate or license others to develop or operate My Eyelab® Stores anywhere in the Territory;

(3) You promptly shall return to us the Operations Manual, any copies of the Manual and all other materials and information furnished by us or its affiliates, except materials and information furnished with respect to a franchised Store which is open and operating pursuant to an effective Franchise Agreement;

(4) You and all persons and entities subject to the covenants contained in Section 8 shall continue to abide by those covenants and shall not, directly or indirectly, take any action that violates those covenants;

(5) You immediately shall pay to us and our affiliates all sums due and owing to us or our affiliates pursuant to this Agreement, including any damages resulting from any early termination due to your default;

(6) We shall retain the Development Fee; and

(7) You shall not, except with respect to a franchised Store which is then open and operating pursuant to an effective Franchise Agreement: (a) operate or do business under any name or in any manner that might tend to give the public the impression that you are connected in any way with us or our affiliates or have any right to use the System or the Marks; or (b) make, use or avail yourself of any of the materials or information furnished or disclosed by us or our affiliates under this Agreement or disclose or reveal any such materials or information or any portion thereof to anyone else.

8. CONFIDENTIAL INFORMATION; COVENANTS NOT TO COMPETE

A. CONFIDENTIAL INFORMATION

(1) Area Developer and its Owners and Guarantors acknowledge and agree that over the term of this Agreement they will receive Confidential Information (including trade secrets), as defined below, which we have developed over time at great expense, including information regarding the System and regarding the development and operation of My Eyelab® Stores. The Area Developer and its Owners and Guarantors further acknowledge that the Confidential Information is not generally known in the industry and is beyond their own present skills and experience, and that to develop it themselves would be expensive, time consuming and difficult; and that the Confidential Information provides a competitive advantage and will be valuable in the development and operation of the Stores, and access to it is a primary reason for entering into this Agreement and the Franchise Agreements.

Our "Confidential Information" means any information related to the System or to the development or operation of My Eyelabs® Stores that we disclose to you that we designate as confidential; or that, by its nature, would reasonably be expected to be held in confidence or kept secret, including, without limitation, the following:

(a) the Operations Manual and the standards, specifications, and methods of development and operation set forth therein;
(b) non-public aspects of standards, methods, and procedures relating to the development and operation of My Eyelab® Stores, whether contained in the Operations Manual or otherwise, including but not limited to distinctive management, bookkeeping and accounting systems and procedures, advertising, promotional and marketing methods, and other operating methods and procedures;
(c) Store site selection criteria;
(d) knowledge of test programs, concepts and results relating to the planning, development and testing of the System and products and services offered in My Eyelab® Stores;
(e) manufacturers, suppliers, and uses of equipment and supplies used in My Eyelab® Stores, inventory control, and lists of vendors and suppliers;
(f) the economic and financial characteristics of the System and franchisees, including without limitation pricing policies and schedules, profitability, and capital and debt structures;
(g) the services and products offered to customers of My Eyelab® Stores, including

without limitation the scope of services performed and refused;

(h) information generated by, or used or developed in, your or your Affiliated Entities' operation of the Stores, including customer names, addresses, telephone numbers, email addresses, and related information;

(i) trade secrets as defined by applicable federal and state law; and

(j) any and all other information or knowledge that we advise you, in writing, is confidential.

Confidential Information shall not include information, processes, or techniques which (i) are or become generally known in the optical industry or to the public, other than through disclosure in violation of this Agreement or any other breach of confidentiality owed (by anyone) to us; (ii) becomes known to you from a source other than us and other than by the breach of an obligation of confidentiality owed (by anyone) to us; or (iii) was independently developed by you without the use or benefit of our Confidential Information.

(2) You and your Owners will not acquire any interest in the Confidential Information, other than the right to use it in the development and operation of the Stores. The use of the Confidential Information in any other business, or the disclosure of the Confidential Information to any other person or entity, will constitute an unfair method of competition which could cause immediate irreparable harm to us and to other My Eyelab® franchisees. Accordingly, you and your Owners agree that they:

(a) will not use the Confidential Information in any other business or capacity;

(b) will not communicate, divulge or disclose the Confidential Information to, or use the same for the benefit of any person, persons, partnership, association or corporation, other than in connection with the development or operation of the Stores;

(c) will divulge the Confidential Information only to such of your employees as must have access to it in order to operate the franchised business, and on a need-to-know basis;

(d) will not make unauthorized copies of any portion of the Confidential Information whether in written, audio, video or other reproducible form; and

(e) will adopt and implement procedures, some of which we may prescribe, to prevent unauthorized use or disclosure of the Confidential Information, including requiring your employees who have access to the Confidential Information to execute confidentiality agreements in the form we approve or prescribe prior to or during their employment.

B. CONSIDERATION FOR COVENANTS NOT TO COMPETE

Area Developer and its Owners acknowledge that they and Area Developer's officers and employees will receive specialized training, marketing and advertising plans, business strategies, Confidential Information, and trade secrets from us pertaining to the System and the operation of My Eyelab® Stores. In consideration for this information, you and the Owners will comply in all respects with the provisions of this Article 8. We have advised you that this provision is a material

provision of this Agreement, and that we will not enter into a development agreement with any person or entity that owns or intends to own, operate or be involved in any company or business that competes in providing optical examinations, products, or services of any type (a "Competitive Business). You warrant and represent that that you do not own, operate, or have any involvement with or interest in any Competitive Business.

C. IN-TERM COVENANT NOT TO COMPETE

Area Developer and the Owners will not, during the term of this Agreement, directly or indirectly, on their own account or as an employee, agent, consultant, affiliate, licensee, partner, officer, director, or shareholder of any other person, firm, entity, partnership or corporation, own, operate, lease, franchise, conduct, engage in, be connected with, or have any involvement with or interest in, or assist any person or entity engaged in, a Competitive Business, except with our prior written consent.

D. POST-TERM COVENANT NOT TO COMPETE

Area Developer and the Owners will not, for a period of two (2) years after the termination or expiration of this Agreement, directly or indirectly: (a) on their own account or as an employee, principal, agent, independent contractor, consultant, affiliate, licensee, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, operate, lease, franchise, conduct, engage in, be connected with, have any involvement with or interest in, or assist any person or entity engaged in, any Competitive Business which is located within twenty-five (25) miles of the Territory, within twenty-five (25) miles of any My Eyelab® Store, or within any territory granted by us or any affiliate of us pursuant to a development agreement or other territorial agreement; or (b) convert any Store developed by you pursuant to this Agreement to a competitive brand which operates a Competitive Business. You and the Owners expressly agree that the time and geographical limitations set forth in this provision are reasonable and necessary to protect us and our area developers and franchisees if this Agreement expires or is terminated by either party for any reason, and that this covenant not to compete is necessary to permit us the opportunity to resell and/or develop new My Eyelab® Stores within or near the Territory.

E. SEVERABILITY

It is the desire and intent of the parties to this Agreement, including the Owners, that the provisions of this Article 8 be enforced to the fullest extent permissible under the laws and public policy applied in each jurisdiction in which enforcement is sought. If any part of the restrictions in this Article 8 are deemed to be unenforceable by virtue of its scope or limitation, the parties to this Agreement, including the Owners, agree that the scope of the restriction or provision should be modified to be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction where enforcement is sought.

9. INDEPENDENT CONTRACTORS

A. INDEPENDENT CONTRACTOR

It is the express intention of the parties hereto that the Area Developer is and shall be an

independent contractor of us. As a consequence, there is no employer-employee or principal-agent relationship between us and you. We and you have a business relationship based entirely on and defined by this Agreement. You will not have the right to and will not make any agreements, representations or warranties in the name of or on behalf of us or represent that our relationship is anything other than that of licensor and licensee. Neither us nor you will be obligated by or have any liability to the other under any agreements or representations made by the other with any third parties.

B. YOUR SOLE RESPONSIBILITY

You will be solely responsible for the development, and the daily management and operation under Franchise Agreements, of your My Eyelab® Stores in the Territory and will control, supervise and manage all the employees, agents and independent contractors who work for or with you. You will be responsible for the acts of your employees, agents and independent contractors, and will take all reasonable business actions necessary to ensure that your employees, agents and independent contractors comply with all federal, state and local laws, rules and regulations. We will not have any right, obligation or responsibility to control, supervise or manage your operations or your employees, agents or independent contractors.

10. GUARANTY/INDEMNIFICATION

A. GUARANTY.

Each Area Developer and their spouse, or, if the Area Developer is an entity, each person who is or becomes an Owner of the Area Developer entity and their spouse(s) must execute a Guaranty, in the form of attached hereto, undertaking to guarantee the full and faithful payment and performance of all obligations of the Area Developer set forth in this Agreement.

B. INDEMNIFICATION

We will not be obligated to any person or entity for any damages arising out of, from, in connection with, or as a result of your negligence, your wrongdoing or the development or operation of your My Eyelab® Stores. Therefore, to the fullest extent permitted by law, you will indemnify, defend and hold harmless us, our parent, subsidiary or affiliated entities, and all of their respective shareholders, members, directors, officers, employees, agents, representatives, successors and assigns (collectively the "Indemnitees"), against and from any and all claims, losses, liabilities, demands, damages, causes of action, costs, and expenses, including but not limited to reasonable attorneys' fees (collectively "Claims and Losses"), which directly or indirectly arise out of, result from, or are connected with this Agreement, the development, design, construction, condition, operation, use, or maintenance of any Store or the premises on which the Store is located; or the negligence or willful misconduct of you or your employees, officers, agents, and representatives, including but not limited to all Claims and Losses arising from, out of, in connection with, or as a result of: (a) any personal injury, property damage, commercial loss or environmental contamination at or in connection with any of your Stores or resulting from any act or omission of you or your employees, agents or representatives; (b) any failure on the part of you to comply with any requirement of any laws or any governmental authority; (c) any failure of you to pay any of your obligations to any person or entity; (d) any failure of you to comply with any

requirement or condition of this Agreement or any other agreement with us; (e) any misfeasance or malfeasance by you; and (f) any tort. Provided, that these obligations shall not apply to any Claims or Losses that are proven to have been caused solely by our negligence or willful misconduct.

C. PAYMENT OF COSTS AND EXPENSES; CONTINUING OBLIGATIONS

You will indemnify us for costs and expenses incurred by us in enforcing any term, condition or provision of this Agreement and/or in enjoining any violation of this Agreement by you, and/or defending against any claim brought under this Agreement. The indemnification and other obligations of you contained herein will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

11. DISPUTE RESOLUTION

A. INJUNCTIVE RELIEF

If you or any of your Owners breach any provisions of this Agreement regarding the System, the Marks, Confidential Information or trade secrets, restrictive covenants, or limits on competition, or engage in other conduct that could materially damage the goodwill associated with the Marks, MyEyelab® Stores, or the System, then you and your Owners agree that we will have no adequate remedy at law. Therefore, you and your Owners expressly agree that, in addition to all other available remedies, we will be entitled to commence a legal action and obtain an injunction or other form of equitable relief or specific performance (including a preliminary injunction or temporary restraining order) to prevent or eliminate the occurrence or continuation of any actual or threatened breach, default, violation, or conduct. We will not be required to post a bond to obtain preliminary or temporary injunctive relief. The only remedy, if an injunction is wrongfully entered against you or your Owners, will be the dissolution of that injunction, and you and your Owners do not have any right to recover damages for wrongful entry of an injunction.

B. VENUE AND JURISDICTION

Unless the applicable law in the state in which you have your principal place of business requires otherwise, the parties also specifically and deliberately agree that all litigation of controversies, claims or disputes between us and you that arise out of or relate to this Agreement or any other agreement between us or our affiliates and you or your Affiliated Entity, or the relationship between you and us, may be brought only in a state or federal court of competent jurisdiction in in a federal court of competent jurisdiction in the Southern District of Florida or a state court of competent jurisdiction in Palm Beach County, Florida. You and your principals irrevocably submit to the jurisdiction and venue of those courts and waive any objection to the jurisdiction and venue of those courts.

C. CONTRACTUAL STATUTE OF LIMITATIONS

Except as provided otherwise in this Agreement or unless precluded by applicable law, any and all claims and actions arising out of or relating to this Agreement, the relationship between us, or the development operation of your My Eyelab® Stores brought by either party against the other,

must be commenced within two (2) years after the occurrence of the facts giving rise to such claim or action, or such claim or action will be barred.

D. ATTORNEYS' FEES

In any proceeding to enforce or interpret this Agreement or rights and obligations between the parties arising out of or relating to the Agreement or development of the Stores, or appeal thereof, the prevailing party may recover its costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, costs of investigation, court costs, other litigation expenses, and reasonable travel expenses. In any proceeding involving more than one allegation or issue, where neither party prevails on all allegations or issues, the court may apportion fees, costs and expenses between the parties.

12. GENERAL PROVISIONS

A. SEVERABILITY

All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions will be enforced to the greatest extent possible under applicable law. Sections 7.C and 8.E will apply to modify the terms of this Agreement as noted therein, if necessary to make the applicable provisions of this Agreement enforceable to the greatest extent permissible under applicable law.

B. WAIVER

We may, by written instrument signed by us, waive any obligation of or restriction upon you under this Agreement. Acceptance by us of any payment by you and the failure, refusal or neglect of us to exercise any right under this Agreement or to insist upon full compliance by you of your obligations hereunder will not constitute a waiver by us of any provision of this Agreement. Except to the extent provided by law, we will have the right to negotiate terms and conditions, grant concessions, and waive obligations for other area developers without granting those same rights to you and without incurring any liability to you whatsoever.

C. PAYMENTS TO FRANCHISOR

You will not, on grounds of the alleged nonperformance by us of any of our obligations under this Agreement, any other contract between us and you, or for any other reason, withhold payment of payments due us pursuant to this Agreement, any Franchise Agreement or any other contract with us. You will not have the right to "offset" or withhold any liquidated or unliquidated amounts, damages or other funds allegedly due to you by us against any payments due to us by you.

D. EFFECT OF WRONGFUL TERMINATION

If either we or you take any action to terminate this Agreement except as provided for under the terms of this Agreement, then: (a) such actions will not relieve either party of, or release either

party from, any of its obligations under this Agreement; (b) the terms and conditions of this Agreement will remain in full force and effect; and (c) the parties will be obligated to fully perform all terms and conditions of this Agreement until such time as this Agreement expires or is terminated in accordance with the provisions of this Agreement and applicable law.

E. RIGHTS CUMULATIVE; SUCCESSORS AND ASSIGNS

Our rights and remedies under this Agreement are cumulative, and no exercise or enforcement by us of any right or remedy hereunder will preclude the exercise or enforcement by us of any other right or remedy under this Agreement or under the law or in equity, except as otherwise set forth in this Agreement. This Agreement is binding upon the parties hereto and their executors, administrators, heirs, assigns and successors in interest. If you consist of more than one person or entity, liability for your obligations under this Agreement will be deemed to be joint and several.

F. NO ORAL MODIFICATION

No modification, change, addition, rescission, release, amendment or waiver of this Agreement, and no approval, consent or authorization required by any provision of this Agreement, may be made by any person except by a written agreement signed by us and a duly authorized officer or partner of Area Developer.

G. ENTIRE AGREEMENT

The recitals are part of this Agreement, which constitutes the entire agreement of the parties relating to the subject matter of this Agreement, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. This Agreement supersedes and terminates all prior agreements, representations, and understandings, either oral or in writing, between the parties involving the subject matter of this Agreement, and therefore, no representations, inducements, promises or agreements alleged by either us or you that are not contained in this Agreement will be enforceable. Provided, that nothing in this Agreement is intended to disclaim representations made by us in the Franchise Disclosure Document; and provided, further, that this Agreement will not supersede any written franchise agreements or other contracts that are signed concurrently with this Agreement, or any franchise agreements signed by us and you or your Affiliated Entity prior to or after the date of this Agreement.

H. HEADINGS; TERMS

The headings of the Sections are for convenience only and do not in any way define, limit or construe the contents of such Sections. The term "Area Developer" as used herein is applicable to one or more individuals, a corporation, a limited liability company, a partnership, or a limited partnership, as the case may be, and the singular usage includes the plural, the masculine usage includes the neuter and the feminine, and the neuter usage includes the masculine and the feminine.

I. NOTICES

Except as otherwise provided by applicable law, all notices under this Agreement will be in writing and delivered to the addressee by any of the following means: (a) by personal service, (b) by prepaid certified U. S. mail, (c) by a recognized overnight delivery service (such as Federal Express, United States Express Mail, Airborne Express or UPS) which requires a written receipt or acknowledgement of delivery, or (d) by email, if the email is followed by written notice provided through one of the other methods referenced herein. All notices to us will be in writing and will be sent to General Counsel, M&D Optical Franchise, LLC, 3801 S. Congress Ave., Palm Springs, FL 33461, or such other address as us may subsequently designate in writing. All notices to you will be sent or delivered to the last known address of you or such other address as you may subsequently designate in writing. For the purposes of this Agreement, written notice will be deemed delivered to the addressee on the day received.

13. ACKNOWLEDGMENTS; DISCLAIMER

A. DISCLAIMER

We do not warrant or guarantee that you will derive income or profit from your development or operation of your My Eyelab® Stores. We expressly disclaim the making of any express or implied representations regarding the sales, earnings, income, profits, gross revenues, gross income, business or financial success, or value of the My Eyelab® Stores except to the extent contained in the My Eyelab® Franchise Disclosure Document received by you. We will not refund all or any part of the Development Fee or Initial Franchise Fees paid by you, or repurchase any of the supplies, products, services, technology, furniture, fixtures or equipment supplied or sold by us or by an approved or designated supplier.

B. ACKNOWLEDGEMENTS BY AREA DEVELOPER

You acknowledge that you have conducted an independent investigation of My Eyelab® Stores and recognize that the business venture contemplated by this Agreement and the operation of My Eyelab® Stores involve business and economic risks. You acknowledge that the financial, business and economic success of your My Eyelab® Stores will be primarily dependent upon the personal efforts of you, management and employees, and on economic conditions in the area where your My Eyelab® Stores are located and economic conditions in general. You acknowledge that you have not received any estimates, projections, representations, warranties or guaranties, expressed or implied, regarding potential sales, gross revenues, gross income, income, profits, earnings, expenses, financial or business success, value of the My Eyelab® Stores, or other economic matters pertaining to the My Eyelab® Stores from us or any of its agents ("Representations") that were not expressly set forth in the My Eyelab® Franchise Disclosure Document received by you. You further acknowledge that if you have received any such Representations, you promptly notified one of our officers in writing of the person or persons making such Representations, provided to us a specific written statement detailing the Representations made, and have not relied on the Representations in entering into this Agreement.

C. OTHER AREA DEVELOPERS

You acknowledge that other area developers have or will be granted development agreements at different times, for different areas, under different economic conditions and in different situations, and further acknowledge that the economics, terms and conditions of such other development agreements may vary substantially in form and in substance from those contained in this Agreement.

D. RECEIPT OF AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT.

You acknowledge that you have received a copy of the My Eyelab Franchise Disclosure Document at least 14 days prior to the date on which this Agreement was executed or on which you made any payment to us pursuant to this Agreement.

You acknowledge that this Agreement constitutes a legal document which grants certain rights to and imposes certain obligations upon you. You have been advised by us to, and have had the opportunity to, retain an attorney or advisor prior to the execution of this Agreement to review the My Eyelab® Franchise Disclosure Document, to review this Agreement in detail, to review all legal documents, to review the economics, operations and other business aspects of the My Eyelab® Stores, to determine compliance with franchising and other applicable laws, to advise you on economic risks, liabilities, obligations and rights under this Agreement and to advise you on tax issues, financing matters, applicable state and federal laws, health and safety laws, environmental laws, employee issues, insurance, structure of the optometric business, and other legal and business matters.

14. GOVERNING LAW

A. GOVERNING LAW

We may grant franchises and development rights throughout the United States on terms and conditions similar to those set forth in this Agreement, and it is of mutual benefit to us and all of our area developers and franchisees that the terms and conditions be uniformly interpreted. Therefore, unless the applicable law in the state in which you have your principal place of business requires otherwise, this Agreement and the relationship between us will be governed by and interpreted in accordance with Florida law.

15. DEFINITIONS

For purposes of this Agreement, the following words will have the following definitions:

A. "Abandon" will mean the conduct of you indicating the willingness, desire or intent of you to discontinue operating any of the My Eyelab® Stores in accordance with the quality standards, uniformity requirements and the System as described in this Agreement and the Operations Manual including, but not limited to, the failure of you to operate any of the My Eyelab® Stores for five or more consecutive days without the prior written approval of us or the failure to remain open for business during specified business hours.

B. "Assign" or "Assignment" will mean sale, assignment, pledge, bequeath, trade, or other transfer of any interest in this Agreement or the Area Developer.

C. "Franchise Agreement" will mean the then-current standard My Eyelab® Franchise Agreement.

D. “Marks" will include the name and trademark "My Eyelab®" (the “My Eyelab® Mark”, which shall include any stylized versions of such mark), and all other trademarks, trade names, service marks, logos and commercial symbols, phrases, slogans, and tag lines created and developed by us for use in connection with the operation of My Eyelab® Stores or of the System that are specified in this Agreement, the Operations Manual, or otherwise in writing by us.

E. "Owner" will mean any person or entity who owns shares of capital stock in you if you are a corporation, a membership interest in you if you are a limited liability company, a partnership interest in you if you are a partnership, a limited or general partnership interest if you are a limited partnership and will include all other persons or entities owning any other type of Ownership Interest.

F. "Ownership Interests" will mean capital stock if you are a corporation, membership interest if you are a limited liability company, partnership interest if you are a partnership, limited or general partnership interests if you are a limited partnership and will include all other types and means of ownership of you.

G. “Personal Guarantors” will mean the individual(s) who sign the Personal Guaranty attached to this Agreement.

H. " System" will mean the comprehensive system, program, methods, and procedures developed by us for establishing, operating and licensing distinctive, high quality optical retail stores (“Stores”) with examination facilities operating under the Marks. The distinguishing features of the System include but are not limited to distinctive eyewear and other products and services which are offered in the Stores; distinctive interior and exterior building designs, decor, furnishings and equipment, signs, and color schemes; uniform standards, specifications, methods, and procedures for establishing and operating the Stores and providing goods and services under the Marks, including but not limited to those set forth in the Operations Manual; procedures for quality control; training and ongoing operational assistance; advertising and promotional programs; and other related standards and procedures, all of which may be changed, improved, and further developed by us from time to time.

I. Capitalized terms used but not defined in this Agreement will, if defined in the Franchise Agreement, have the meanings ascribed to such terms in the Franchise Agreement.

IN WITNESS WHEREOF, the parties have respectively signed this Agreement effective as of the day and year first above written.

M&D OPTICAL FRANCHISE, LLC

By: _____
Name: Daniel Stanton
Its: Chief Executive Officer

AREA DEVELOPER

By: _____
Name: _____
Its: _____

The undersigned Owners hereby agree to be bound by the terms and conditions of this Agreement applicable to the Owners, including without limitation, Sections ___, which in no event will limit any of the obligations undertaken by the Owners in any other capacity or under any other agreement or guaranty.

Names of Owners Percentage of Ownership

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (the "Agreement") is given this _____ day of_____, 2022, in connection with that certain Regional Area Development Agreement of even date herewith (the "Development Agreement") by and between M&D Optical Franchise, LLC, ("Franchisor") and _____ ("Developer").

For valuable consideration received, and as an inducement to Franchisor to enter into the Development Agreement, the undersigned "Guarantor" hereby unconditionally guarantees to Franchisor: (a) the full and timely performance by Developer of the Development Agreement and all terms, conditions and covenants thereof, and (b) the payment by Developer of all other sums payable by Developer under the Development Agreement.

Guarantor agrees that (1) Developer's obligations under the Development Agreement shall be enforceable against Guarantor without the necessity for any suit or proceedings whatsoever against Developer, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of Agreement or any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; (2) immediately upon each and every breach or default of the Development Agreement by Developer, whether before or during the term of the Development Agreement or thereafter (e.g., during al term), without any notice to or demand upon Guarantor, Guarantor will (i) pay to Franchisor the sum or sums in arrears, (ii) pay to Franchisor all damages, including but not limited to any expenses, costs and fees incurred by Franchisor, that may be occasioned by Developer's nonperformance, and (iii) comply with or perform all terms and conditions of the Development Agreement; (3) no extension, forbearance or leniency extended by Franchisor to Developer shall wholly or partially discharge Guarantor hereunder, notwithstanding that Guarantor had no notice of any breach or default of the Development Agreement or of any such leniency, forbearance or extension; (4) Franchisor and Developer, without notice to or consent by Guarantor, may at any time(s) enter into modifications, renewals, extensions, amendments and/or other agreements respecting the Development Agreement, and Guarantor shall not be wholly or partially released thereby, it being intended that Guarantor shall continue as guarantor with respect to the Development Agreement as so modified, renewed, extended, amended or otherwise affected and notwithstanding any transfer or assignment of the Development Agreement.

The obligations of Guarantor herein shall be co-extensive with those of Developer under the Development Agreement and shall remain in effect as long as Developer's obligations under the Development Agreement are in effect. This Agreement is absolute and unconditioned and shall continue without being affected by any impairment, release or limitation of the liability of Developer or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor further agrees to be bound by each and every obligation of Developer under the Development Agreement, with the same force and effect as if Guarantor were designed in and had executed the Development Agreement as Developer thereunder.

This Agreement is a primary guaranty of payment and performance and shall not be subject to any counterclaim, set-off, deduction or defense. No failure or delay on the part of Franchisor in exercising any right or remedy under the Development Agreement and/or this Agreement shall operate as a waiver thereof nor shall a single or partial exercise of any right or remedy preclude any other or further exercise thereof, and all rights and remedies of Franchisor hereunder and under the Development Agreement shall be cumulative. Until all Developer's obligations under the Development Agreement are fully performed, Guarantor waives any rights that it may have against Developer by reason of Guarantor's compliance with this Agreement and subordinates any liability or indebtedness of Developer held by Guarantor to the obligations of Developer to Franchisor under the Development Agreement.

If Guarantor consists of more than one person and/or entity: (a) this Guaranty Agreement shall be binding on all of them jointly and severally; and (b) notice to or from any of them will constitute notice to or from each of them. Any notice or other communication to Franchisor is to be provided pursuant to the notice requirements included in the Development Agreement. Without limiting the foregoing, Guarantor hereby irrevocably appoints Developer as Guarantor's agent for service of process and any notices related to this Guaranty Agreement.

This Agreement, which is to be governed by and construed in accordance with the laws of the State of Florida, shall also bind Guarantor's legal or personal representatives, heirs, successors and assigns (as the case may be) and inure to the benefit of Franchisor's successors and assigns and any other person or entity at any time having the rights of Franchisor under the Development Agreement. Guarantor will forthwith pay to Franchisor all attorney's fees and disbursements incurred by Franchisor in connection with any breach or default by Developer under the Development Agreement and/or the enforcement of this Agreement, in each instance whether or not suit is brought (and if suit is brought, through appeals and collection efforts). Any such legal action shall be brought in the State of Florida, County of Palm Beach. Any sums not paid to Franchisor when due hereunder will bear interest at the rate of 18% per annum, from the due date until full payment is received by Franchisor.

The Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and each party represents that they have full authority to enter into it. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. Each party has been or has had the opportunity to be represented by counsel with respect to this Agreement. If any provision of this Guaranty Agreement shall be held to be invalid or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and affect. Neither this Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought.

IN WITNESS WHEREOF, Guarantor(s) has executed this Agreement as of the date signed below.

Location**:**

GUARANTOR:

Signature:_____
Print Name

GUARANTOR:

Signature:_____
Print Name

CALIFORNIA ADDENDUM TO
REGIONAL AREA DEVELOPMENT AGREEMENT

THIS CALIFORNIA ADDENDUM TO REGIONAL AREA DEVELOPMENT AGREEMENT (the "Addendum") is made and effective as of this _____ day of _____, 2022 (the "Effective Date"), by and between M&D OPTICAL FRANCHISE, LLC ("we,", "us," or "Franchisor") and _____ ("you,""your," or "Franchisee").

WHEREAS, contemporaneously herewith, the parties are entering into a Regional Area Development Agreement for a My Eyelab franchised Store to be located in _____ (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Section 13.A. is hereby deleted in its entirety and replaced with the following:

No disclaimer, questionnaire, clause or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

2. To the extent that the provisions of the Agreement are inconsistent with the provisions herein, this Addendum shall control.

WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day first above written.

M&D OPTICAL FRANCHISE, LLC	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

NORTH DAKOTA ADDENDUM TO
REGIONAL AREA DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary set forth in the Regional Area Development Agreement, the following provisions shall supersede and apply:

1. Section 11.B. of the Regional Area Development Agreement is hereby replaced with the following:

   The parties also specifically and deliberately agree that all litigation of controversies, claims or disputes between us and you that arise out of or relate to this Agreement or any other agreement between us or our affiliates and you or your Affiliated Entity, or the relationship between you and us, may be brought only in a state or federal court of competent jurisdiction in the state or federal courts located in Burleigh County, North Dakota. You and your principals irrevocably submit to the jurisdiction and venue of those courts and waive any objection to the jurisdiction and venue of those courts.

2. Section 14.A. of the Regional Area Development Agreement is hereby replaced with the following:

   This Agreement and the relationship between us will be governed by and interpreted in accordance with North Dakota law.

3. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of North Dakota.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

EXHIBIT C
List of State Agencies/Agents for Service of Process

FEDERAL:

FEDERAL TRADE COMMISSION
Division of Marketing Practices
Seventh and Pennsylvania Avenues, N.W.
Room 238
Washington, D.C. 20580
202-326-2970

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state, as well as agents for service of process on us:

STATE:

State Administrators	Agents Authorized to Receive Process
CALIFORNIA Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677	**CALIFORNIA** Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677
FLORIDA State Department of Agriculture and Consumer Services P.O. Box 6700 Tallahassee, FL 32314-6700 (850) 410-3754	**FLORIDA** Tara S. Pellegrino, Esq. 3801 S. Congress Ave. Palm Springs, FL 33461 Phone: (561) 293-2105 Email: tpellegrino@nowoptics.com
HAWAII Business Regulation Division Securities Compliance Department of Commerce and Consumer Affairs 335 Merchant Street Room 203 Honolulu, HI 96813 (808) 586-2722	**HAWAII** Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS Franchise Division, Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	**ILLINOIS** Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706

State Administrators	Agents Authorized to Receive Process
INDIANA Franchise/Securities Division Office of Secretary of State 302 W. Washington St., Rm. E111 Indianapolis, IN 46204 (317) 232-6681	**INDIANA** Franchise Division Office of Secretary of State 302 West Washington St., Room E111 Indianapolis, IN 46204
MARYLAND Office of the Attorney General, Division of Securities 200 St Paul Place Baltimore, MD 21202-2020 (410) 576-6360	**MARYLAND** Maryland Securities Commissioner 200 Saint Paul Place Baltimore, MD 21202-2020
MICHIGAN Franchise Administrator Consumer Protection Division Antitrust and Franchise Outlet Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117	**MICHIGAN** Michigan Department of Commerce, Corporations and Securities Bureau 6546 Mercantile Way P.O. Box 30222 Lansing, MI 48910
MINNESOTA Franchise Examiner Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-4026	**MINNESOTA** Minnesota Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101
NEW YORK Franchise & Securities Division, State Department of Law 120 Broadway 23rd Floor New York NY 10271 (212) 416-8211	**NEW YORK** New York Secretary of State 123 William St #20, New York, NY 10038
NORTH DAKOTA Franchise Division, Securities Department 600 East Boulevard - 5th Floor, Dept. 414 Bismarck, ND 58505 (701) 328-4712	**NORTH DAKOTA** Securities Commissioner 600 East Boulevard Ave. Bismarck, ND 58505
OREGON Corporate Securities Section Dept. of Insurance & Finance Labor & Industries Bldg. Salem, OR 97310 (503) 378-4387	**OREGON** Department of Consumer and Business Services Labor and Industrial Building Salem, Oregon 97310 (503) 378-4140

State Administrators	Agents Authorized to Receive Process
RHODE ISLAND Franchise Office, Division of Securities John O. Pastore Complex, 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02910 (401) 222-3048	**RHODE ISLAND** Department of Business Regulation, Securities Division John O. Pastore Complex, 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02910 (401)-462-9500
SOUTH DAKOTA Franchise Administrator Division of Securities 118 West Capital Pierre, SD 57501-5070 (605) 773-4013	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 S. Euclid Suite 104 Pierre, SD 57501 (605) 773-3563
VIRGINIA Clerk of State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main St. 1st Floor Richmond, VA 23219 (804) 371-9051	**VIRGINIA** Clerk of State Corporation Commission 1300 E. Main St. 1st Floor Richmond, VA 23219
WASHINGTON The Department of Financial Institutions, Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	**WASHINGTON** The Department of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501
WISCONSIN Franchise Administrator, Division of Securities, Department of Financial Institutions P.O. Box 1768 Madison, WI 53701 (608) 266-8559	**WISCONSIN** Commissioner of Securities of Wisconsin 101 East Wilson Street Madison, WI 53702

EXHIBIT D

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FINANCIAL STATEMENTS
OF M&D OPTICAL FRANCHISE, LLC

AUDITED CONSOLIDATED FINANCIAL STATEMENTS
OF M&D OPTICAL FRANCHISE, LLC
AS OF JANUARY 4, 2020; JANUARY 2, 2021; and JANUARY 1, 2022
AND FOR THE YEARS THEN ENDED AND
AN INDEPENDENT AUDITOR'S REPORT

M & D OPTICAL FRANCHISE, LLC.

Financial Statements

January 1, 2022
January 2, 2021
January 4, 2020

(With Independent Auditors' Report Thereon)

SMITH, BUZZI & ASSOCIATES, LLC.
CERTIFIED PUBLIC ACCOUNTANTS
9425 SUNSET DRIVE, SUITE 180
MIAMI, FLORIDA 33173
TEL. (305) 598-6701
FAX (305) 598-6716

JULIO M. BUZZI, C.P.A.
JOSE E. SMITH, C.P.A.

MEMBERS:
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Members of
M & D Optical Franchise, LLC.

Report on the Financial Statements

We have audited the accompanying financial statements of M & D Optical Franchise, LLC., which comprise the balance sheets as of January 1, 2022, January 2, 2021 and January 4, 2020 and the related statements of operations and other comprehensive income and cash flows for the fiscal years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an

opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audits and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of M & D Optical Franchise, LLC., as of January 1, 2022, January 2, 2021 and January 4, 2020 and the results of its operations and its cash flows for the fiscal years then ended, in conformity with accounting principles generally accepted in the United States of America.

Smith, Buzzi & Associates, LLC.

Miami, Florida
February 18, 2022

M & D OPTICAL FRANCHISE, LLC.

Balance Sheets

For the Years Ended January 1, 2022, January 2, 2021, and January 4, 2020

Assets		Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019
Current assets:				
Cash	$	5,035,101	4,239,542	1,190,611
Accounts receivable		2,486,232	614,997	410,661
Inventory		143,973	370,862	60,942
Deferred costs		97,502	129,714	10,500
Property and equipment, net		8,251	30,129	28,523
Prepaid expenses and other assets		-	-	3,631
Total assets	$	7,771,059	5,385,244	1,704,868
Liabilities and Members' Equity				
Current liabilities:				
Deferred revenue	$	2,025,681	1,809,124	902,725
Customer deposits		1,905,085	1,084,762	429,700
Due to affiliates		1,854,550	1,594,341	-
Accrued liabilities		623,489	462,417	231,269
Total liabilities		6,408,805	4,950,644	1,563,694
Members' equity:				
Members' equity		1,362,254	434,600	141,174
Total members' equity		1,362,254	434,600	141,174
Total liabilities and members' equity	$	7,771,059	5,385,244	1,704,868

See accompanying notes to financial statements.

M & D OPTICAL FRANCHISE, LLC.

Statements of Operations and Comprehensive Income

For the Years Ended January 1, 2022, January 2, 2021 and January 4, 2020

	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019
Revenue:			
Sales	$ 22,767,829	12,990,739	8,900,603
Cost of goods sold	12,007,772	7,210,722	5,202,611
Gross profit	10,760,057	5,780,017	3,697,992
Expenses:			
Payroll and related costs	359,710	424,504	293,763
Advertising and promotion	2,592,150	1,175,907	1,095,937
Professional fees	359,496	209,127	233,091
General and administrative expenses	720,939	509,977	500,901
Shared services/intercompany allocations	5,800,109	3,095,075	2,104,600
Total expenses	9,832,404	5,414,590	4,228,292
Net income (loss)	927,653	365,427	(530,300)
Other comprehensive income	-	-	-
Comprehensive income (loss)	$ 927,653	365,427	(530,300)

See accompanying notes to financial statements.

M & D OPTICAL FRANCHISE, LLC.

Statements of Cash Flows

For the Years Ended January 2, 2021, January 4, 2020 and January 5, 2019

	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019
Cash flows from operating activities:			
Net income (loss)	$ 927,653	365,427	(530,300)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation expense	3,808	3,808	3,174
Bad debt expense	-	-	-
Changes in operating assets and liabilities:			
Increase (decrease) in accounts receivable	(1,871,235)	(204,336)	491,625
Increase in inventory	226,889	(309,920)	141,410
Decrease (increase) in deferred costs	32,212	(119,214)	4,500
Decrease (increase) in prepaid expenses and other assets	-	3,630	(3,631)
Increase in accounts payable and accrued expenses	161,072	231,148	107,137
Increase in deferred revenue	216,557	906,399	(65,033)
Increase in customer deposits	820,323	655,062	(840,003)
Increase in due to affiliates	260,209	1,594,341	(208,559)
Net cash provided (used) by operating activities	777,488	3,126,345	(899,680)
Cash flows from investing activities:			
Disposition (Acquisition)of property and equipment	18,071	(5,414)	7,036
Net cash (used) provided by investing activities	18,071	(5,414)	7,036
Cash flows from financing activities:			
(Distributions to) contributions from members	-	(72,000)	201,156
Net cash (used) provided by financing activities	-	(72,000)	201,156
Net increase (decrease) in cash and cash equivalents	795,559	3,048,931	(691,488)
Cash and cash equivalents, beginning of year	4,239,542	1,190,611	1,882,099
Cash and cash equivalents, end of year	$ 5,035,101	4,239,542	1,190,611
Supplemental disclosure information:			
Income taxes paid	$ -	-	-

See accompanying notes to financial statements.

M & D OPTICAL FRANCHISE, LLC.

Notes to Financial Statements

January 1, 2022, January 2, 2021 and January 4, 2020

1. ***Organization***

M&D Optical Franchise, LLC ("the Company"), is a franchisor of the My Eyelab franchise. The Company serves as the reporting entity for licensing and selling franchises throughout the United States under the My Eyelab name. The Company was formed as a Florida limited liability company on December 1, 2015. My Eyelab is owned by the Company's affiliated entity. Under a license agreement the affiliated entity licenses the Company the right to use the My Eyelab name and to sublicense it to the Company's franchisees.

As a limited liability company, each member's liability is limited to amounts reflected in its equity account. Profits and losses are allocated according to each member's initial capital contributions subject to limitations as defined in the Operating Agreement (the "Agreement"). Distributable amounts are distributed in proportion to the members' respective initial ownership percentages, in an amount sufficient to pay taxes on the profits of the Company, among other provisions.

Following is a description of significant risks facing the Company and how those risks are minimized:

Legal/Regulatory Risk - The risk that changes in the legal or regulatory environment in which the Company operates can create additional loss, costs, or expenses not anticipated by the Company in pricing its services. That is, regulatory initiatives may create costs for the Company beyond those currently recorded in the financial statements or assumed in pricing. The Company attempts to minimize this risk by reviewing legislative and other regulatory changes and adjusting rates whenever possible.

Concentration Risk - All of the Company's fees were derived from services rendered to customers located in the United States of America. Accordingly, the Company could be affected by adverse local conditions that may occur from time to time in those markets.

Credit Risk - The risk that customers that may owe the Company money, will not pay. The Company attempts to minimize this risk by actively monitoring collections of receivables.

2. ***Summary of Significant Accounting Policies***

a) Basis of accounting and presentation - The financial statement is prepared using the accrual basis of accounting where revenues and expenses are recognized in the period in which they were incurred. The basis of accounting conforms to accounting principles generally accepted in the United States of America ("U.S. GAAP").

2. Summary of Significant Accounting Policies (Cont.)

b) Use of estimates - The preparation of the financial statement in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the amounts reported in the financial statement and accompanying notes. Although the estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results. Significant areas where estimates and judgements are relied upon by management in the preparation of the financial statement include revenue recognition and deferred revenue.

c) Cash and cash equivalents - The Company considers all cash and highly liquid investments with an original maturity of three months or less at the date of acquisition to be cash equivalents. The Company had cash equivalents at January 1, 2022, and had uninsured bank deposit balances above the FDIC limit, in the amount of $4,645,898.

d) Deferred costs – Deferred costs represent cash paid to service providers for expenses related to generating franchise sales to new customers, including both marketing the franchise and closing the sale. Commission expense is initially deferred and recognized upon recognition of the revenue for which this expense directly relates to. As of January 1, 2022, January 2, 2021 and January 4, 2020, the Company has recorded deferred costs of $97,502, $129,714 and $10,500, respectively relating to stores to be opened in future years.

e) Franchise fees/Deferred revenue – Income principally is comprised of revenues earned by the Company as part of the franchise sales to customers. Additional revenues earned by the Company are expected from the sales of marketing materials and other services to the franchisees and royalties.

The Company recognizes its franchise revenues in accordance with Statement of Financial Accounting Standards ASC 606, which allows that franchise fees from franchise sales be recognized, net of an allowance for uncollectible amounts, if the initial franchise fee is distinct from the franchise license. The Company generally charges an initial upfront nonrefundable franchise fee upon execution of the Company's Unit Franchise Agreement. Initial franchise fees are typically deferred. A portion of the initial franchise fee is allocated to certain distinct performance obligations and is recognized as revenue when the Company has determined it has provided substantially all of its material obligations required to recognize revenue related to those distinct performance obligations. The portion of the franchise fee that is not allocated to individually distinct performance obligations is recognized as revenue over the term of each respective franchise agreement.

The individual franchise agreements typically have a 7 to 10 year initial term, but provide the franchisee with an opportunity to enter into two successive 5 year renewal terms subject to certain conditions.

2. ***Summary of Significant Accounting Policies*** ***(Cont.)***

e) Franchise fees/Deferred revenue ***(Cont.)***

The Company recognizes revenue when all of the following four criteria are met:

- persuasive evidence of a sales arrangement exists
- all material obligations have been provided
- the sales price is fixed or determinable and
- collectability is probable

Deferred revenue represents cash received from franchisees for franchise fees and area development fees for which revenue recognition criteria has not been met.

As of January 1, 2022, January 2, 2021 and January 4, 2020 the Company has recorded deferred franchise fees of $2,025,681, $1,809,124 and $902,725, respectively relating to stores to be opened in future years or unamortized fees relating to open stores. These amounts are included in deferred revenue.

Area development fees – Franchisees contractually enter into area development agreements ("ADAs") to secure the exclusive right to open franchise stores within a defined geographical area. ADAs establish the timing and number of stores to be developed within the defined geographical area. Pursuant to an ADA, a franchisee is generally required to pay an initial nonrefundable development fee for a minimum number of stores to be developed, as outlined in the respective ADA. ADA fees collected in advance are deferred until the Company provides substantially all required obligations pursuant to the ADA. As the efforts and total cost relating to initial services are affected significantly by the number of stores opened in an area, the respective ADA is treated as a divisible contract. As each new site is accepted under an ADA, a franchisee signs a franchise operating agreement for the respective franchise location. As each store opens under an ADA, franchisor typically has performance obligations associated with it. As such, the Company will recognize ADA revenue as each individual franchise location is developed in proportion to the total number of stores to be developed under the ADA. These obligations are typically completed once the store is opened or the franchisee executes the individual property lease. As of January 1, 2022, the Company has recorded deferred ADA fees of $2,025,681, relating to stores to be opened in future years. These amounts are included in deferred revenue as of January 1, 2022.

f) Adoption of New Accounting Pronouncements

Revenue from Contracts with Customers. In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers. ASU No. 2014-09 provides new guidance related to the core principle that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. It also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments.

2. *Summary of Significant Accounting Policies (Cont.)*

f) Adoption of New Accounting Pronouncements *(Cont.)*

Under the new guidance, there is a five-step model to apply to revenue recognition, consisting of: (1) determination of whether a contract, an agreement between two or more parties that creates legally enforceable rights and obligations, exists; (2) identification of the performance obligations in the contract; (3) determination of the transaction price; (4) allocation of the transaction price to the performance obligations in the contract; and (5) recognition of revenue when (or as) the performance obligation is satisfied.

The Company adopted ASC 606 using the full retrospective method, restating all prior periods, and recorded a net change to beginning retained earnings of $133,831 as of January 4, 2020 due to the cumulative effect of adopting ASC 606.

The following tables summarize the impacts of Topic 606 adoption on the Company combined financial statements:

	Fiscal Year 2018		
	As reported	Effect of Adoption of ASC 606	As previously Stated
Income Statement			
Sales	$4,974,704	$(110,801)	$5,085,505
Total	**$4,974,704**	**$(110,801)**	**$5,085,505**

	Fiscal Year 2018		
	As reported	Effect of Adoption of ASC 606	As previously Stated
Balance Sheet			
Deferred Revenue	$ 967,758	$ 133,831	$833,927
Member Equity	$ 470,319	$(133,831)	$604,150
Total	**$1,438,077**	**$-**	**$1,438,077**

g) Franchise supplies – Franchisees purchase the initial and on-going inventory needed for the operation of their business directly from the Company. The Company is expected to maintain sufficient inventory for all products offered, for immediate delivery to new and existing franchisees.

2. Summary of Significant Accounting Policies (Cont.)

h) **Income taxes** – As a limited liability company, the Company is treated as a partnership for federal and state income tax purposes, and as such, is not a tax paying entity. Thus no tax provision has been recorded in the financial statement. Income and losses resulting from operations are allocated to the members and are reflected in the tax returns of the members. The Company may be subject to routine audits by the Internal Revenue Service.

The Company's management believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statement. The Company is subject to routine audits by taxing jurisdictions; however there are currently no such audits in progress for any tax period.

i) Fair Value of Financial Instruments

The carrying value of cash, receivables, inventory and accounts payable approximates fair value due to the short maturity of these instruments, same as the carrying value of short-term debt. There are no financial instruments held for trading purposes.

3. Accounts Receivable

Accounts receivable consists of amounts due from franchisees for the purchase of eyeglasses and royalty fees. Management uses the direct write off method when in their opinion a balance is uncollectible. At January 1, 2022, January 2, 2021 and January 4, 2020 the balance of accounts receivable amounted to $2,486,232, $614,997 and $410,661, respectively and bad debt expense amounted to $0 for each fiscal year.

4. Inventory/Customer Deposits

Inventory consists of equipment, displays and other goods purchased by the Company for franchisees that are necessary to run a franchise operation. Purchased items are reflected as inventory which amounted to $143,973, $370,862 and $60,942, respectively at January 1, 2022, January 2, 2021 and January 4, 2020. The Company generally receives funds from the franchisee to acquire this equipment. These funds are held as customer deposits and amounted to $1,905,085, $1,084,762, and $429,700, respectively at January 1, 2022, January 2, 2021 and January 4, 2020.

5. Fair Value of Instruments

Fair value estimates are made at a specific point in time, based on relevant market information and information about the financial instrument. These estimates do not reflect any premium or discount that could result from offering for sale at one time the Company's entire holdings of a particular financial instrument. These estimates are subjective in nature and involve uncertainties and matters of significant judgment and, therefore, cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

5. Fair Value of Instruments – (Cont.)

The carrying amounts of the following instruments, approximates their fair value at January 1, 2022, January 2, 2021 and January 4, 2020 because of the short maturity of these instruments: cash and cash equivalents, accounts receivable, inventory, accounts payable, accrued expenses and loan payable.

6. Commitments and Contingencies

Lease commitments - The Company is not obligated under a non-cancellable operating lease agreement for its office space as it rents space on a month to month basis.

The Company was named in a lawsuit filed by a competitor against the Company's affiliate. The suit alleged patent infringement. In early 2019, the suit was settled and the Company was a party to the settlement agreement. The full cost was borne by the Company's affiliate with no amount to be paid by or recovered from the Company. The accompanying financial statements do not reflect any adjustment for this matter.

7. Litigation

On July 8, 2020, Investment Strategy Group, Inc.("ISG"), a former My Eyelab franchisee, filed a claim in arbitration and the franchisor filed a counterclaim against ISG. In April 2021 a settlement was reached in mediation wherein the Company paid the amount of $200,000 to ISG to fully settle the matter and received the necessary releases to end this litigation. The settlement was recorded as professional fees and is reflected in the accompanying financial statements.

8. COVID-19

In early March 2020, the World Health Organization declared the outbreak of the Covid-19 virus a pandemic. Normal business continuity/operations have been and could continue to be impacted for months as significant and unprecedented measures are taken to mitigate the consequences of the pandemic. Management is continually monitoring the situation and evaluating its options during this time. Resulting economic uncertainties have arisen which may negatively affect the results of operations or other impacts whose effect is unknown at this time. No adjustments have been made to these financial statements as a result of this uncertainty.

9. Subsequent Events

The Company has evaluated this financial statement for subsequent events through February 18, 2022, the date this financial statement was available to be issued. Management is not aware of any events that have occurred subsequent to the balance sheet date that would require adjustment to, or disclosure in the financial statement.

EXHIBIT F

List of Current Franchisees
(as of December 31, 2021)

Entity Name	Contact Name(s)	Address	City	State	Zip	Phone no.
American Eyelabs, LLC	Jim Mamidwar	3601 South Cooper Street Suite 100	Arlington	TX	76015	(682) 219-1301
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	6735 Jonesboro Road	Morrow	GA	30260	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	1790 Scenic Hwy North, Ste B	Snellville	GA	30078	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	3360 Buford Highway NE	Brookhaven	GA	30329	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	1943 Pleasant Hill Road	Duluth	GA	30096	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	1680 East West Connector	Austell	GA	30106	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	1021 Dowdy Rd	Athens	GA	30606	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	3326 Buford Drive	Buford	GA	30519	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	440 Ernest W Barrett Pkwy NW #21	Kennesaw	GA	30144	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	1671 Howell Mill Rd.	Atlanta	GA	30318	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	122 N Morningside Dr #110	Cartersville	GA	30121	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	166 Crossroads Blvd Ste 100	Dawsonville	GA	30534	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	1285 GA 138	Conyers	GA	30013	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	1135 Highway 85N Suite D	Fayetteville	GA	30214	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	3135 Hwy 278 NE	Covington	GA	30014	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	9380 The Landing Drive, Ste. B	Douglasville	GA	30135	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	2157 Roswell Rd.	Marietta	GA	30062	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	1440 N Expressway	Griffin	GA	30223	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	9529 Hwy 92, Suite 110	Woodstock	GA	30188	(404) 448-4745

Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	880 Buford Highway, Suite A	Cumming	GA	30041	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	4595 Ashford Dunwoody Rd., Ste. B	Dunwoody	GA	30346	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	6015 Roswell Rd.	Sandy Springs	GA	30328	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	3295 S. Cobb Dr., #200	Smyrna	GA	30080	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	3245 Cobb Parkway, Suite 105	Acworth	GA	30101	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	2735 Highway 54 West	Peachtree City	GA	30269	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	2802 Watson Blvd	Centerville	GA	31028	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	733 Bullsboro Dr, Unit B	Newnan	GA	30265	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	TBD	TBD	GA	TBD	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	TBD	TBD	GA	TBD	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	TBD	TBD	GA	TBD	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	169 StateFarm Pkwy	Homewood	AL	35209	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	5413 US-280, Suite 103	Hoover	AL	35242	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	1712 Montgomery Hwy	Hoover	AL	35244	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	2105 Interstate Drive	Opelika	AL	36801	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	TBD	TBD	AL	TBD	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	TBD	TBD	AL	TBD	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	TBD	TBD	AL	TBD	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	TBD	TBD	AL	TBD	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	TBD	TBD	AL	TBD	(404) 448-4745
Envision Optics, LLC	Mehboob Panjwani, Shiraz Attawala	TBD	TBD	AL	TBD	(404) 448-4745

E&S Management, LLC	Ezra Coronado, Scot Poole	3166 SE Military Dr., Ste. B105	San Antonio	TX	78223	(210) 774-5398
E&S Management, LLC	Ezra Coronado, Scot Poole	950 S. General McMullen Dr., Ste. 101	San Antonio	TX	78237	(210) 774-5396
E&S Management, LLC	Ezra Coronado, Scot Poole	1803 Vance Jackson Rd., Ste. 408	San Antonio	TX	78213	(210) 774-5394
E&S Management, LLC	Ezra Coronado, Scot Poole	5724 San Bernardo Ave.	Laredo	TX	78041	(956) 539-2550
E&S Management, LLC	Ezra Coronado, Scot Poole	7526 Bandera Rd.	San Antonio	TX	78238	(512) 848-5330
E&S Management, LLC	Ezra Coronado, Scot Poole	1829 SW Military Dr.	San Antonio	TX	78221	(512) 848-5330
E&S Management, LLC	Ezra Coronado, Scot Poole	430 W Loop 1604 N #101	San Antonio	TX	78251	(210) 640-0558
E&S Management, LLC	Ezra Coronado, Scot Poole	25 NE Loop 410 #130	San Antonio	TX	78216	(210) 640-0555
MEL McKinney, LLC	Ash Patel, Kevin Patel	3620 W. University Dr., #400	McKinney	TX	75071	(469) 678-7400
MEL Forney, LLC	Ash Patel, Kevin Patel	485 Marketplace Blvd., Suite 154	Forney	TX	75126	(469) 837-7800
MEL Plano, LLC	Ash Patel, Kevin Patel	5049 Central Expy.	Plano	TX	75023	(469) 666-3040
MEL Rockwall, LLC	Ash Patel, Kevin Patel	1701 East Broad St., Ste. 109	Mansfield	TX	76063	(682) 341-3921
MEL Garland 2, LLC	Ash Patel, Kevin Patel	1417 Eastgate Drive	Garland	TX	75041	(972) 362-8893
Meghna Opticals Frisco, LLC	Ash Patel, Kevin Patel	1310 West Campbell, Ste. 103	Richardson	TX	75080	(469) 409-3331
MEL Garland 1, LLC	Ash Patel, Kevin Patel	4280 Lavon Dr., Ste. 236B	Garland	TX	75040	(469) 722-1820
MEL Dallas Love Field, LLC	Ash Patel, Kevin Patel	3701 W Northwest Highway, Building 4, Suite 430	Dallas	TX	75220	(469) 947-3770
MEL Paris, LLC	Ash Patel, Kevin Patel	3925 Lamar Ave	Paris	TX	75462	(405) 930-3400
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	1413 W Interstate 240 Service Rd., Ste. E	Oklahoma City	OK	73159	(405) 930-3400
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	415 S MacArthur Blvd.	Oklahoma City	OK	73128	(405) 930-3500

MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	2550 W Main St.	Norman	OK	73069	(405) 930-3600
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	6310 N. May Ave.	Oklahoma City	OK	73116	(405) 930-3700
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	4700 SE 15th St.	Del City	OK	73115	(405) 930-3800
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	6471 E. Northwest Hwy. #130	Dallas	TX	75231	(469) 513-1047
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	2505 W. University Dr. #1015	Denton	TX	76201	(940) 268-2100
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	245 I 20	Weatherford	TX	76087	(682) 789-6800
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	1555 US Highway 380 #700	Frisco	TX	75033	(469) 956-4550
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	6225 N Josey Ln, Suite L118	Lewisville	TX	75056	(469) 946-8700
MEL Vision, LLC	Shehzaan Chunara, Karim Vastani, Brad Rodman	2550 Cross Timbers Rd #116 and #112	Flower Mound	TX	75028	(469) 946-8700
Oculus FM1960, LLC	Troy Kyle, Ryan Galvez	TBD	TBD	TX	TBD	(281) 516-8118
Oculus Interest VIII, LLC	Troy Kyle, Ryan Galvez	TBD	TBD	TX	TBD	(281) 516-8118
Oculus Interest VII, LLC	Troy Kyle, Ryan Galvez	2470 Pearland Pkwy.	Pearland	TX	77581	(346) 358-4220
Oculus Interest VI, LLC	Troy Kyle, Ryan Galvez	9001 Spencer Hwy., Ste. G	LaPorte	TX	77571	(346) 954-9100
Oculus Missouri City, LLC	Troy Kyle, Ryan Galvez	6215 Highway 6, Ste. 300	Missouri City	TX	77459	(281) 402-0990
Oculus Valley Ranch Town Center, LLC	Troy Kyle, Ryan Galvez	12029 N Grand Parkway E, Suite 200	New Caney	TX	77357	(346) 600-9260
Oculus Interest V, LLC	Troy Kyle, Ryan Galvez	20530 Interstate 45 N., #2710	Spring	TX	77373	(346) 380-2020
Oculus Interest XII, LLC	Troy Kyle, Ryan Galvez	19504 Katy Freeway	Katy	TX	77094	(346) 251-0687

Oculus Interest IX, LLC	Troy Kyle, Ryan Galvez	11400 Gulf Freeway, Ste. H	Houston	TX	77034	(832) 410-4501
Oculus Interest X, LLC	Troy Kyle, Ryan Galvez	310 Southmore Ave.	Pasadena	TX	77502	(346) 352-7247
Oculus Interest XI, LLC	Troy Kyle, Ryan Galvez	10407 North Freeway, Ste. E	West Road	TX	77090	(346) 803-2509
Oculus Interest X, LLC	Troy Kyle, Ryan Galvez	11400 Gulf Freeway, Ste. H	Houston	TX	77034	(832) 410-4501
Downing Healthcare Partners, LLC	Ty Downing, Jack Downing	1680 Campbell Lane #104	Bowling Green	KY	42104	(270) 512-2500
n/a	Jon Escallier	3317 W. Hillsboro Ave.	Deerfield Beach	FL	33342	(754) 345-0120
Exclusive Eyewear No. 1, LLC	Fozan Siddiqu, Imi Ahmad	12233 W Sunrise Blvd.	Plantation	FL	33311	(954) 824-2400
Exclusive Eyewear No. 2, LLC	Fozan Siddiqu, Imi Ahmad	1150 N. Federal Hwy. (Ste 1156/1158)	Pompano Beach	FL	33062	(954) 582-2100
SMAZY Enterprise, LLC	Yousuf Ali	3401 W. Airport Freeway, Ste. 122	Irving	TX	75062	(469) 665-8800
SMAZY Enterprise II, LLC	Yousuf Ali	101 N. Stemmons Fwy.	Lewisville	TX	75077	(469) 809-6800
SMAZY Enterprise III, LLC	Yousuf Ali, Zakira Ali Mohamed	1719 S Loop 288. #A170	Denton	TX	76205	(469) 809-6800
SMAZY Enterprise IV, LLC	Yusuf Shams Ali, Alizeh Babar	9900 S. Interstate 35, Suite A250	Austin	TX	78748	(737) 400-4020
DMM VISIONS, LLC	Yusuf Ali, Danial Rizvi, Mariam Rizvi, Minhal Rizvi	TBD	TBD	TX	TBD	TBD
H&M Optics, LLC	Meraj Khan	1765 N Town E. Blvd., Ste. 112	Mesquite	TX	75150	(469) 804-4333
I&M Optics, LLC	Meraj Khan, Mateen Abdul Mohammed, Hafsa Khatoon	222 E FM 544 #210	Murphy	TX	75094	(347) 610-6818
F&M Optics, LLC	Meraj Khan, Faisal KP, Hafsa Khatoon	4407 Little Rd #650	Arlington	TX	76016	(347) 610-6818
J&M Optics, LLC	Meraj Khan, Abdul Jawad Mohammed, Hafsa Khatoon	7707 N. MacArthur Blvd., Suite 130	Irving	TX	75063	(469) 399-0676

AVS Vision Rufe Snow, LLC	Arash Ghanbaris, Sameh Bekhit, Victor Mankarious	5228 Rufe Snow Dr.	North Richland Hills	TX	76180	(469) 629-9076
AVS Vision Round Rock, LLC	Arash Ghanbaris, Sameh Bekhit, Victor Mankarious	2150 E Palm Valley Blvd, Suite 300	Round Rock	TX	78664	(512)674-0420
AVS Vision Crestview, LLC	Arash Ghanbaris, Sameh Bekhit, Victor Mankarious	12901 N Hwy 35, space 1305 A	Austin	TX	78753	(512) 674-0402
Tower Opticals, LLC	Nizar Noorani	1400 E W Whitestone Blvd., Ste. 400	Cedar Park	TX	78613	(737) 787-5670
DUA Optical, LLC	Wajiha Rehman	2510 N. Josey Ln., Ste. 100	Carrollton	TX	75006	(469) 491-1414
Idea to Grow, LLC	Azeem Rehman, Wajiha Rehman	1050 Mayfield Road Ste. 100	Grand Prairie	TX	75052	(469) 865-1380
Allana Optical Management, LLC	Azeem Rehman, Wajiha Rehman	1544 N Hwy 77, Suite 1B	Waxahachie	TX	75165	(214) 235-2012
Allana Optical Management, LLC	Azeem Rehman, Wajiha Rehman	3940 St Francis Ave.	Dallas	TX	75228	(469) 895-4900
DUA Optical, LLC	Azeem Rehman, Wajiha Rehman	655 W. Illinois Ave., Ste.1090	Dallas	TX	75224	(469) 372-0293
Idea to Grow, LLC	Azeem Rehman, Wajiha Rehman	TBD	TBD	TX	TBD	(469) 865-1380
Y&J Management Group, LLC	Shigeru Yamada	TBD	TBD	AZ	TBD	(619) 948-8826
Eyelinois Group, LLC	Pritesh Patel, Shelan Patel, Navnit Gosal	TBD	TBD	IA	TBD	TBD
Eyelinois Group, LLC	Pritesh Patel, Shelan Patel, Navnit Gosal	TBD	TBD	IA	TBD	TBD
Eyelinois Group, LLC	Pritesh Patel, Shelan Patel, Navnit Gosal	TBD	TBD	IA	TBD	TBD
Eyelinois Group, LLC	Pritesh Patel, Shelan Patel, Navnit Gosal	TBD	TBD	IA	TBD	TBD
E&G Optical, LLC	Eduardo Ortiz	TBD	TBD	AZ	TBD	TBD
E&G Optical, LLC	Eduardo Ortiz	TBD	TBD	AZ	TBD	TBD
Notta Group of Companies, LLC	Sadiq Notta	562 Northgate Mall Drive, Suite 104	Chattanooga	TN	37425	TBD
Optic Brothers, LLC	Jonny Fuentes	1002 N Shepherd Dr	Houston	TX	77008	TBD

List of Area Developers
(as of December 31, 2021)

Franchisee	Address	City	State	Zip	Phone no.
Exclusive Eyewear No. 1, LLC	871 N.W. 123rd Dr.	Coral Springs	FL	33071	(954) 824-2400
AVS Vision, LLC	5228 Rufe Snow Dr.	North Richland Hills	TX	76180	(469) 629-9076
Notta Group of Companies, LLC	8500 Keystone Circle	Chattanooga	TN	37421	TBD
Optic Brothers, LLC	2403 Dry Bank Ln	Pearland	TX	77584	TBD

List of Franchisees who had outlet(s) terminated or cancelled, or who voluntarily or involuntarily ceased to do business (as of December 31, 2021)

Franchisee	Address	City	State	Zip	Phone no.
Visionary Eye Care of Central Florida, Inc.	175 E. Altamonte Drive, Ste 1020	Altamonte Springs	FL	32701	(407) 951-7661
Sapounas Optical Group, LLC	4704 South Blvd	Charlotte	NC	28217	(704) 270-8585
B and B Optical Management, LLC	16100 Sam Rayburn Tollway, Building A #130	Frisco	TX	75035	(469) 217-7300

EXHIBIT G
Franchisee Disclosure Questionnaire

As you know, M&D Optical Franchise, LLC, and you are preparing to enter into a Franchise Agreement for the operation of a Franchised My Eyelab® business. In this Franchisee Disclosure Questionnaire, M&D Optical Franchise, LLC, will be referred to as "we" or "us." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed the My Eyelab® Franchise Agreement from M&D Optical Franchise, LLC, including each exhibit, addendum and schedule attached to it?
   Yes ___ No ___

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?
   Yes ___ No ___

   If "No", what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

3. Have you received and personally reviewed our Disclosure Document we provided to you?
   Yes ___ No ___

4. Do you understand all of the information contained in the Disclosure Document?
   Yes ___ No ___

   If "No", what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

5. Have you discussed the benefits and risks of operating the My Eyelab® franchise with an attorney, accountant or other professional advisor and do you understand those risks?
   Yes ___ No ___

6. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?
   Yes ___ No ___

7. Has any employee, company officer, sales broker/agent or other person speaking on our behalf made any statement or promise concerning the revenues or profits of the My Eyelab® franchise that we or our franchisees operate?
Yes ___ No ___

8. Has any employee, company officer, sales broker/agent or other person speaking on our behalf made any statement or promise concerning a My Eyelab® franchise that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ___ No ___

9. Has any employee, company officer, sales broker/agent or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a My Eyelab® franchise?
Yes ___ No ___

10. Has any employee, company officer, sales broker/agent or other person speaking on our behalf made any statement, promise, "side deals" or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ___ No ___

11. If you have answered "Yes" to any of questions 7 through 10, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of these questions, please leave the following lines blank.

_____

_____

12. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and that all franchise operational and contractual dealings are solely between you and M&D Optical Franchise, LLC?
Yes ___ No ___

You understand and acknowledge that your answers are important to us and that we will rely on them and, by signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

_____
Name of Franchisee/Applicant

Date: _____, 2022

_____
Authorized Signature

EXHIBIT H

STATE ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1) The Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq., CAL. BUS. & PROF. CODE Section 655 and 2556 and California's Confidentiality of Medical Information Act (Civil Code § 56.10 et seq.). To the extent that the Disclosure Document, Franchise Agreement, and/or Development Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

A. Item 3 of the Franchise Disclosure Document is supplemented by the following language: Except as disclosed above, neither Franchisor nor any person in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. Sections 78a et seq., suspending or expelling such person from membership in such association or exchange.
B. Item 6 is supplemented to state that the highest applicable interest rate in California is 10%.
C. Item 11 is supplemented by the following language:
If your My Eyelab Store is located in California, any advertising or marketing we supply you must comply with the law and any general restrictions on the advertisement of health care services. Additionally, Customer Information We obtain and/or use through your computer system shall only be to the extent permitted by California law.
D. Item 16 is supplemented by the following language:
If your My Eyelab Store is located in California, you may not include a professional service with the purchase of an optical product for a single price, either for itself or through an optometrist [or ophthalmologist].
E. Item 17 of the Franchise Disclosure Document is supplemented by the following language:
1) California Law Regarding Termination and Nonrenewal. The California Business and Professions Code Sections 20000 through 20043 provide rights to licensees concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law (and the law applies), the law will control.
2) Post-Termination Noncompetition Covenants. The Franchise Agreement and related agreements contain a covenant not to compete which extends beyond the termination of the agreement. This provision might not be enforceable under California law.
3) Applicable Law. The Franchise Agreement and related agreements require application of the laws of Florida. This provision might not be enforceable under California law.

2) If your My Eyelab Store is located in California, the California Business and Professions Code prohibits optometrists and ophthalmologists from having any membership, proprietary interest, coownership, or any profit-sharing arrangement, either by stock ownership, interlocking directors, trusteeship, mortgage, or trust deed, with any registered dispensing optician or any optical company. For this reason, we do not allow you to hire an optometrist or ophthalmologist. Instead, you will be required to contract for our telemedicine eye exam services. You will enter

into an Eye Exam Refractive Services Agreement with us and an affiliated medical practice, a copy of which is attached to the Franchise Agreement as Exhibit F.

3) This California Addendum is applicable only if you are a resident of California or if your business will be located in California.

4) OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

5) 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.

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

7) Corporations Code 31512 provides that: "Any conditions, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of this law or any rule or order hereunder is void." The Franchise Agreement requires a shortened statutes of limitations period. Pursuant to Corporations Code Section 31512, this provision is void, to the extent that it is inconsistent with the provisions of Corporations.

8) Prospective Franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

9) Despite the disclosures above, Franchisor and you agree to interpret and enforce the provisions of the Franchise Agreement and related documents as written to the maximum extent the law allows.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise disclosure document, the following provision will supersede and apply to all franchises offered and sold in the State of Illinois:

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

Notice Required By Law

1. THE TERMS AND CONDITIONS UNDER WHICH YOUR LICENSE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/1-44.

2. The provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction and choice of law will not constitute a waiver of any right conferred upon Licensee by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois Franchisees.

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void." To the extent it is not inconsistent with Illinois law, the terms and conditions relating to renewal, term, repurchases and assignment of the Franchise Agreement are as described in Item 17 of the Franchise disclosure document.

4. The Choice of Law described in Item 17(v) "Choice of Forum", and Item 17(w) "Choice of Law" of the UFOC as well as Section 17.H of the Franchise Agreement is subject to state law.

5. Notwithstanding anything to the contrary, set forth in Section 17.A of the Franchise Agreement, the law regarding all matters governed by the Illinois Franchise Disclosure Act will be the governing law of Illinois; but as to all matters not governed by the Illinois Franchise Disclosure Act, the Franchise Agreement and all provision of the Illinois Addendum to the Franchise Agreement will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of Florida. All litigation filed by Franchisee or Franchisor shall be commenced in Illinois.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum amends Item 17 of the Franchise disclosure document. The following provision will supersede and apply to all franchises offered and sold in the State of Maryland:

1. Pursuant to COMAR 02.02.02.16L, the general release required as a condition of renewal, sale, and/or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Any provision of the Franchise Agreement which provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et sq.).

3. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective Franchisee to assent to any release, estoppel or waiver of liability as a condition to purchasing a franchise. Accordingly, any term or condition of the Franchise Agreement which is inconsistent with Maryland law, relating to such release, estoppel or waiver of liability is void and unenforceable.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

MICHIGAN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

1. a prohibition on the Franchisee's right to join an association of Franchisees.

2. a requirement that the Franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives the Franchisee of the rights and protections provided in this act. This shall not preclude the Franchisee, after entering into a Franchise Agreement, from settling any claims.

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

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

5. a provision that permits us to refuse to renew a franchise on terms generally available to other franchises of the same class or type under similar circumstances. This section does not require a renewal provision.

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

7. a provision which permits a Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to: (a) the failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards. (b) the fact that the proposed transferee is a competitor of us or subfranchisor. (c) the unwillingness of the proposed transferee to agree

in writing to comply with all lawful obligations. (d) the Franchisee's failure or the failure of the proposed transferee to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

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

9. a provision which permits us to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:
DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
670 LAW BUILDING
LANSING, MICHIGAN 48913

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. No release language set forth in the Franchise Agreement or Franchise disclosure document shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Minnesota.

2. Minnesota law provided Franchisees with certain termination and nonrenewal rights. Minnesota Statutes, Section 89C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that Franchisee be given 90 (ninety) days' notice of termination (with 60 (sixty) days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Franchisor will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding use of the name.

4. In the event that subdivisions 3, 4, and/or 5 of Minnesota Statutes, Section 89C.14, is/are repealed or held to be invalid or unenforceable, the affected provision(s) shall be deemed not to be a part of this Addendum.

5. Minnesota Statute, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise disclosure document or agreement(s) can abrogate or reduce any of the Franchisee's rights as provided for in Minnesota Statues, Chapter 80C, or Franchisee's right to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Restrictive Covenants. Notwithstanding anything to the contrary as set forth in Sections 7 or 15.D of the Franchise Agreement and the Non-Disclosure and Non-Competition Agreement, we cannot restrict competition in a way contrary to Section 9-08-06, N.D.C.C.

2. Governing Law. Notwithstanding anything to the contrary set forth in Section 17.A of the Franchise Agreement, the law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of North Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of Florida.

3. Liquidated Damages and Termination Penalties. Franchisor cannot provide that you must consent to liquidated damages or termination penalties.

4. Waiver of Trial By Jury. Notwithstanding anything to the contrary set forth in Section 17.I(1), us cannot require you to waive your right to trial by jury.

5. Waiver of Exemplary and Punitive Damages. Notwithstanding anything to the contrary set forth in Section 17.I(2), us cannot require you to waive exemplary and punitive damages.

6. General Release. Notwithstanding anything to the contrary set forth in Section 13.B, we cannot require you to sign a general release upon renewal of the Franchise Agreement.

7. Limitation of Claims. We cannot require you to limit your claims. The statute of limitations under North Dakota law applies.

8. Release. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of North Dakota.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

OHIO ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises sold to Ohio residents:

1. Pursuant to Ohio's Business Opportunity Plan Law, Revised Code Sections 1334.01 et seq., if you are a resident of Ohio and are purchasing a new start, corporate conversion or renewal franchise, this Addendum shall serve as notice that you have the right to cancel this transaction, without penalty or obligation, by providing Franchisor written notice of cancellation at any time prior to midnight of the fifth business day after you sign the Franchise Agreement.

2. The Disclosure Receipt shall be modified by the following statement:
   If you purchase a My Eyelab franchise, and you are a resident of Ohio, you will have 5 business days after signing the Franchise Agreement to cancel the Franchise Agreement, without penalty or obligation, by providing Franchisor with written notice of cancellation.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise disclosure document, the following provision shall supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. Any section of the Franchise disclosure document or provision of the Franchise Agreement shall be amended to comply with Section 19-28.1-14 of the Rhode Island Licensed Investment Act, that provides any provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise disclosure document for M&D Optical Franchise, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure:

1. The following statements are added to Item 17.h.

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchiser to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a Franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by us to induce a Franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise disclosure document, the following provisions shall supersede and apply to all Franchisees offered and sold in the State of Washington:

1. If any of the provisions in the Franchise disclosure document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise disclosure document and Franchise Agreement with regard to any franchise sold in Washington.

2. In any litigation involving a franchise purchased in Washington, the litigation shall be either in Washington or in a place as mutually agreed upon at the time of the litigation.

3. A release or waiver of rights executed by a Franchisee will not include rights under the Act except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

4. The State of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the area of termination and renewal of your franchise.

5. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

6. Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

This Addendum has been received and reviewed by Franchisee.

FRANCHISEE:

By: _____
Title: _____
Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

.This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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 I

ITEM 23
RECEIPTS

ACKNOWLEDGMENT OF RECEIPT BY PROSPECTIVE FRANCHISEE
(RETURN THIS COPY TO M&D OPTICAL FRANCHISE, LLC)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If M&D Optical Franchise, 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, M&D Optical Franchise, LLC or its affiliates in connection with the proposed Franchise sale, or sooner if required by applicable state law. New York requires that we give you this 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. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before execution of any binding Franchise or other agreement or the payment of any consideration, whichever occurs first.

If M&D Optical Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit C.

Franchisor is M&D Optical Franchise, LLC, located at 3801 S. Congress Ave., Palm Springs, FL 33461. Its telephone number is (561) 765-6000.

Issuance date: April 18, 2022

The following is the name, principal business address and telephone number of each franchise seller offering this License:

Charles Kowanetz
M&D Optical Franchise, LLC, 3801 S. Congress Ave., Palm Springs, FL 33461
(561) 612-4572

M&D Optical Franchise, LLC authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state.

I have received a disclosure document dated April 18, 2022 (or as listed on the cover page), that included the following Exhibits:

Exhibit	Document
A	Franchise Agreement
B	Regional Area Development Agreement
C	List of State Agencies for Service of Process

D	Operations Manual Table of Contents
E	Financial Statements of M&D Optical Franchise, LLC
F	List of Current and Terminated Franchisees and Area Developers
G	Franchise Disclosure Questionnaire
H	State Addenda to Disclosure Document
I	Receipt

Date: _____ Prospective Franchisee:

By: _____
Name: _____
Its: _____

EXHIBIT I

ITEM 23
RECEIPT

ACKNOWLEDGMENT OF RECEIPT BY PROSPECTIVE FRANCHISEE
(KEEP THIS COPY FOR YOUR RECORDS)

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Date: _____

Prospective Franchisee:

By: _____
Name: _____
Its: _____