FRANCHISE DISCLOSURE DOCUMENT

DDSmatch Franchise, LLC
an Indiana limited liability company
9333 N. Meridian Street, Suite 250
Indianapolis, Indiana 46260
Telephone: (855) 546-0044
Email: tmiller@ddsmatch.com

The franchisee will operate a dental practice brokerage business under the name DDSmatch.

The total investment necessary to begin operations ranges from $145,000 to $327,500. This includes between $135,000 and $300,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or 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, contact Thad Miller at 9333 N. Meridian Street, Suite 250, Indianapolis, Indiana 46260, tmiller@ddsmatch.com and (855) 546-0044.

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

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

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

Issuance Date: April 30, 2026

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 G**.
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 C** 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 DDSmatch **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 is it like to be a DDSmatch **franchisee?**	**Item 20** or **Exhibit G** lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 the following risks be highlighted:

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

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

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

ADDENDUM TO THE DDSMATCH FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MICHIGAN

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

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and 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 ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, P.O. Box 30213, Lansing, Michigan 48909 and (517) 373-1140.

TABLE OF CONTENTS

ITEM	PAGE

Exhibits

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

To simplify the language in this disclosure document, "DDSmatch", "we" or "us" means the franchisor, DDSmatch Franchise, LLC. "You" means the person who buys the franchise. If the franchisee is a corporation, partnership, limited liability company or other entity, "you" may also refer to its owners. DDSmatch is an Indiana limited liability company that was formed on April 23, 2015. Our principal business address is 9333 N. Meridian Street, Suite 250, Indianapolis, Indiana 46260.

We do not have any parents or predecessors and we do not have any affiliates that are required to be disclosed in this Item.

We have an affiliate company, Practice Trader, LLC ("Practice Trader") that does business at 9333 North Meridian Street, Suite 250, Indianapolis, Indiana 46260.Practice Trader does not operate a business of the type franchisees will operate. Practice Trader operates a website that showcases dental service listings in other locations.

Our agent for service of process is disclosed in Exhibit E to this disclosure document.

We franchise the right to establish and operate a full-service DDSmatch dental practice brokerage and consulting services business ("Business"). Businesses will assist professionals in dentistry with dental partnership agreements, practice sales, practice mergers, associate placements, practice appraisals and real estate sales. Businesses may be operated virtually or from traditional office space, in the franchisee's discretion.

The general market for the services offered by a DDSmatch Business is well developed. Competitors include other business brokers and consultants who facilitate transactions on behalf of dental and medical practices generally.

In addition to federal and state laws and regulations that apply to businesses generally, you may be subject to federal and state laws and regulations relating to brokerages, real estate sales and leasing and professional consulting services. Some states will require you to maintain an active license to transact the Business. You should consult with your own advisors and the government agencies in your state for information on how these laws apply to you. You will be responsible to comply with all applicable laws and regulations at your own expense.

Your competitors include business brokers, real estate brokers, professional advisors and consultants who transact in the dental industry.

We began offering franchises in May 2015. We offer franchises in another line of business under the DVMMATCH brand ("DVMMatch Franchise"). Outside of the DVMMatch Franchise, we have never offered franchises in any other line of business and have never operated a business of the type franchisees will operate.

ITEM 2
BUSINESS EXPERIENCE

Thad Miller, Founder and President.

Thad has served as our President since our inception in 2015. In 2009, Thad founded and became the President of DDSmatch.com, LLC, which still operates the original DDSmatch business in Indiana. Thad is located in Indianapolis, Indiana.

Samantha Davis, Director of Marketing

Samantha has served as Director of Marketing since August, 2022. Prior to joining DDSmatch.com, LLC, Samantha worked as Regional Marketing Manager for New American Funding Mortgage Company. Before that, Samantha was regional Marketing Coordinator for Movement Mortgage.

Ryan Tuffnell, Director of Software

Ryan has served as Director of Software since March 2024. Prior to this, Ryan served as a senior front-end developer at Imavex in Fishers, Indiana from December 2019 to March 2024. Before this employment, Ryan worked as both an event specialist at Ritz Charles in Carmel, Indiana, and a front-end web development intern at Bitloft, in Indianapolis, Indiana from 2018 to 2019.

DeeAnn Feasel, Director of Accounting

DeeAnn has served as our Director of Accounting since December 2023. Prior to joining DDSMatch, DeeAnn worked as a senior financial analyst at Ascension Physician Medical Group from August 2015 to November 2022. From November 2022 to December 2023, DeeAnn was President at Made New Beauty, LLC in Indianapolis, IN.

Allison Burhenn, Marketing Specialist

Allison has served as our Marketing Specialist since April 2025. With a strong background in social media strategy, event promotion, and brand development, she has successfully led marketing initiatives for nonprofit organizations, athletic conferences, and major beverage brands. Prior to joining DDSMatch, from December 2022 to December 2025, Allison worked as a Senior Brewery Representative at Boston Beers. From August 2020 to May 2022, Allison worked as a Student Athlete Advisory Committee Social Media Chairperson at Great Midwest Athletic Conference.

Wendy Christ, National Recruiter

Wendy Christ has served as our National Recruiter since July 7, 2025 and helps clients and franchisees find associates. Wendy is a seasoned talent acquisition professional with nearly 20 years of experience, with a strong focus in dentistry. Wendy understands that finding the right fit is not just a goal, but is essential to the long-term success of any dental practice. Prior to joining DDSmatch, LLC, Wendy was employed by Heartland Dental from June 2007 to July 2025, in Indianapolis, Indiana.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Franchisees pay an initial franchise fee in a lump sum to DDSmatch when they sign a franchise agreement for the right to establish and operate one Business. All initial franchise fees are uniform and nonrefundable. The initial franchise fee will be calculated as follows:

Number of Dentists in Territory	Initial Franchise Fee
0 – 2,500 dentists	$135,000
2,501 – 3,500 dentists	$150,000
3,501 – 4,500 dentists	$175,000
4,501 – 5,500 dentists	$200,000
5,501 – 6,500 dentists	$250,000
6,501 – 7,500 dentists	$275,000
7,501 or more dentists	$300,000

ITEM 6
OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Continuing Royalty	$1,100	Monthly	See Note 1
Local Marketing Expenditure	2% of gross revenues to your territorial marketing efforts	Monthly	See Note 2
Additional and Refresher Training	$0 - $750 per day plus travel, lodging and meals	Upon receipt of invoice	See Note 3
Professional and Technology Services	$500 - $5,000	As incurred	See Note 4
National Meeting/Marketing Share	$1,500-$2,500	Annually	N/A
Dentaltowne Associate Fees	$55	Monthly	See Note 5
Digital Marketing Share	$500	Monthly	See Note 6
Additional Email Addresses	$25	Monthly	N/A

Name of Fee	Amount	Due Date	Remarks
Initial Microsite Creation	$1,500	As Incurred	N/A
Cybersecurity/Virus Oversight Fee	$55	Monthly	N/A
Pipedrive CRM	$95	Monthly	N/A
DI "Clinical Opportunity Blueprint"	$75	Monthly	N/A
Late Fee	The greater of $250 per month or 18% per annum (or the maximum amount permitted by law, if less)	When payment or report is overdue	See Note 7
Indemnification	Payment of our losses and costs	Upon occurrence of liability	See Note 8
Renewal Fee	$25,000	Upon renewal of the term	See Note 9
Relocation Fee	$5,000	Upon receipt of invoice	Upon approval of a request to relocate your Business
Transfer Fee	$25,000	Upon request for consent to transfer	See Note 10
Dentagraphics	$50.00	Monthly	See Note 11
Revenue Fee	6% revenue share for any newly formed franchise.	Upon occurrence of newly formed franchise	This revenue share fee does not apply to existing legacy group franchise owners upon renewal of their agreement. This 6% revenue share will only become applicable to existing

Name of Fee	Amount	Due Date	Remarks
			franchisees if ownership is transferred, in whole or in part. For the avoidance of doubt, any franchisee who is a member of the Legacy Group and who sells or otherwise transfers all or any portion of their franchise interest shall cause the incoming franchisee to execute the then-current form of Franchise Agreement, which incorporates the 6% revenue share obligation.

All fees are uniformly imposed by and are payable to DDSmatch, unless otherwise noted. We may vary the frequency and method of payment. We require you to pay fees via electronic withdrawal from your bank account. All fees are uniformly imposed and non-refundable, unless otherwise agreed upon between the parties.

<u>Note 1</u>

The Continuing Royalty is due monthly in arrears. Payments begin the first month you open your Business. Payments are due on or before the 10th day of the month. The amount of payment varies depending on the start date.

<u>Note 2</u>

You must spend 2% of your gross revenues each month on local advertising efforts. Amounts spent for this purpose may be spent at any time during each month of the term of the franchise agreement. The term "gross revenues" means all revenues you receive from the operation of your Business (including any payments received under insurance policies), excluding only amounts paid to any governmental tax authority.

<u>Note 3</u>

Included in the initial franchise fee are approximately 12 hours of training for one person at our location in Indianapolis, Indiana, or remotely. Additional and refresher training is available at your request or if we deem there to be a need.

Note 4

Professional and technology services consist of consultations with attorneys, accountants and other professional services providers, and services for Internet and cellular services when operating your Business.

Note 5

This fee includes search engine marketing costs.

Note 6

This fee includes a $25/month fee for microsite maintenance.

Note 7

If you do not pay any amount when due, you must pay a late charge of $250 for each month or partial month the overdue amount remains unpaid plus interest at an annual rate of 18%, or the maximum rate permitted by law, whichever is less.

Note 8

You must hold harmless, indemnify and defend us and our affiliates, partners, agents and representatives and pay for any claims and losses to them resulting from the operation of your Business.

Note 9

You may renew your franchise agreement for two successive 5-year terms upon meeting certain conditions and payment of a $25,000 renewal fee at the commencement of each 5-year term.

Note 10

The fee to transfer your ownership interest in the franchise is $25,000. There are other conditions to your ability to transfer.

Note 11

Dentagraphics: national fee share for robust demographic data specific to dental.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Type	**Amount**	**Method of payment**	**When due**	**To Whom Payment is to be Made**
Initial Franchise Fee	$135,000 – $300,000	Lump sum	At signing of franchise agreement	DDSmatch

Type	Amount	Method of payment	When due	To Whom Payment is to be Made
Travel And Living Expenses While Training	$3,000 -$5,000	As incurred	As incurred	Vendors and suppliers
Lease, Utility & Security Deposits (monthly) (note 1)	$0 - $2,000	As incurred	As required	Landlord
Leasehold Improvements (note 1)	$0 - $2,000	As incurred	As incurred	Vendors and suppliers
Business License & Permit	$250 - $1,500	As incurred	As incurred	City, state
Computer Equipment	$2,000 - $3,000	As incurred	As incurred	Suppliers
Insurance	$750 - $1,500	As incurred	As incurred	Supplier
Grand Opening Marketing	$1,500 – $2,500	As incurred	Before opening	Suppliers
Legal and Professional Fees	$2,500 - $5,000	As incurred	As incurred	Suppliers
Additional Funds - 3 Months After Opening (note 2)	$5,000 - $10,000	As incurred	As incurred	Employees and suppliers
Total	**$145,000 – $327,500**			

All figures in Item 7 are estimates only. Actual costs will vary for each franchisee depending on a number of factors. The amount payable to us is nonrefundable. Whether other amounts are refundable will depend upon your agreement with the applicable supplier or other party.

<u>Note 1</u>

You need not lease office space for the Business.

<u>Note 2</u>

These miscellaneous start-up costs are our estimate of necessary working capital. You may have additional expenses in starting the business, including if you elect to lease or purchase office space. Your actual costs will depend on your management skill, the size of the territory, experience and business acumen, your revenue during the first three - month period, your ability to follow our system and local market and economic conditions. We base our estimate of these expenses on our affiliate's prior experience operating a Business in Carmel, Indiana without traditional office space. We cannot guarantee that you will not have additional expenses starting the Business. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

We do not offer financing to franchisees for any of the above items.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You may only offer products and services to your clients that we approve. We reserve the right to require you to offer certain products and services in your Business to create uniformity system-wide.

All services offered in the Business must meet our specifications and standards, as described in our proprietary Operations Manual.

From time to time, we may include suppliers in the Operations Manual from which we may require you obtain certain products or services for use in the Business. At this time, we require that you purchase certain advertising and promotional materials for use in the Business. In the event you elect to engage an external marketing company to assist with any form of marketing for the Business, such marketing company must be approved by us in writing prior to engagement.

In order to obtain our consent to a supplier that is not on a designated supplier list, the following conditions must be met:

(1) You must send a written request to us and agree not to sell any products or services of the proposed supplier until we approve of the supplier in writing;

(2) The supplier must demonstrate that it can supply an item or service meeting our specifications - this may mean providing us with samples;

(3) The supplier must demonstrate its financial soundness, and the reliability of its product or service; and

(4) If the item will bear a DDSmatch trademark, we may require the supplier to sign a license agreement which may include a royalty payment to us.

We generally will notify you of our approval or disapproval of a supplier within 30 days of having received a completed request and completion of evaluation (if required by us). We may notify you that the approval of a supplier is revoked at any time. There is no fee for seeking our approval of a supplier that you desire to use for the Business.

We operate a website that uses our name and other trademarks and features our products and services. You are not permitted to develop or operate a website relating to the Business or use our marks without our express written permission, but we will list all Businesses on our website.

Because the Business does not require office space to operate, you need not consult with us or obtain our approval before signing a lease if you choose to obtain office space for your operations.

We require that you obtain and maintain at all times the insurance coverage set forth in our Operations Manual, from a carrier with a Best's rating of at least A-. The coverage currently includes Commercial General Liability, Business Interruption, Automobile, Personal and Advertising Liability coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate. You are also required to maintain workers compensation insurance as required by law. We reserve the right to require other types of coverage and limits from time to time. We also suggest, but do not require, that you obtain cybersecurity insurance coverage in an amount appropriate for your Business. You must be a licensed real estate broker or business broker in the states that require.

We have not negotiated any purchase arrangements with suppliers for the benefit of our franchisees but may do so in the future. Currently, we do not derive any revenue or benefit from suppliers as a result of franchisee's purchases. The only required purchase beyond those described above is the shared marketing expense, from which we derive no revenue; such amounts represent actual expenses incurred. In the fiscal year ending December 31, 2025, we did not derive any revenue or benefit as a result of franchisee's required purchases.

We do not currently provide material benefits to franchisees based on use of designated or approved suppliers but reserve the right to make arrangements to benefit all of our franchisees. There are currently no purchasing or distribution cooperatives.

You are required to use the General Office Pipedrive CRM system or other CRM currently being endorsed by general office for customer sales management and must list the potential commission for each client in the system in order to facilitate revenue share tracking.

We estimate that the required purchases and leases described in this Item will constitute approximately 10% - 20% of all purchases and leases you will incur to establish your Business, and approximately 10% - 20% of all purchases and leases you will incur to operate the franchised business.

Neither we nor our affiliates are approved suppliers, or the only suppliers, of any good or service. And none of our officers owns any interest in any required, recommended or approved supplier.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
(a) Site Selection and Acquisition/lease	N/A	Items 8 and 11
(b) Pre-Opening purchases/leases	Sections 3(e), 8(d) and 10	Items 5, 7 and 8
(c) Site Development and other Pre-Opening Requirements	N/A	Items 7, 8 and 11
(d) Initial and Ongoing Training	Section 7(a)	Item 11
(e) Opening	Section 3(g)	Item 11
(f) Fees	Sections 5(d), 6, 7(a)(iii), 7(a)(iv), 8(a),9(h), 10, 11, 14(b)(i), 14(b)(iii)(F), 14(c), 25 and 29	Items 5, 6, 7 and 11
(g) Compliance with Standard and Policies/Operating Manual	Sections 3, 7(b), 8(c), 9, 10, 11, 12(b), 16(a)(vii) and 16(b)(i)	Items 8 and 11
(h) Trademarks and Proprietary Information	Sections 1, 9(a), 9(b), 12 and 17(b)	Items 13 and 14

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
(i) Restrictions on Products/Services Offered	Sections 9(a) and (c)	Items 8 and 16
(j) Warranty and Customer Service Requirements	Sections 9(c)(i), (d) and (f)	Item 11
(k) Territorial Development and Sales Quota	Section 2(b), 2(c), 9(h) and Exhibit A	Item 12
(l) Ongoing Product/Service Purchases	Section 9(a)	Item 8
(m) Maintenance, Appearance and Remodeling Requirements	Section 9(d) and (e)	Item 11
(n) Insurance	Section 10	Item 8
(o) Advertising	Section 8	Items 6 and 11
(p) Indemnification	Section 11	Item 6
(q) Owner's Participation/Management/Staffing	Section 9(c), (f) and (o)	Item 15
(r) Records/Reports	Section 6(k), 6(l), 9(h) and 9(k)	Item 6
(s) Inspections/Audits	N/A	N/A
(t) Transfer	Section 14	Item 17
(u) Renewal	Section 5	Item 17
(v) Post-Termination Obligations	Section 17	Item 17
(w) Non-Competition Covenants	Section 13	Item 17
(x) Dispute Resolution	Section 25	Item 17
(y) Other: Personal Guaranty of Franchisee and Spouse	Exhibits B and D of the Agreement	Items 6 and 15

Note 1

Franchisees are required to have their spouse sign a spousal consent, in which the spouse must consent to the individual franchisee's execution of the Guaranty and Assumption of Franchisee's Obligations.

Note 2

Each individual who owns an interest in a franchisee that is a corporation or other business entity (and that individual's spouse) must sign an agreement to maintain confidentiality and not to compete and an agreement assuming and agreeing to discharge all obligations of the "franchisee" under the franchise agreement.

ITEM 10
FINANCING

We do not offer financing to you, either directly or indirectly. We do not guarantee your note, lease or other obligation.

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

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

Before you begin to operate your Business, we will provide:

(1) Advice and guidance on commencing the Business. We may also provide advertising and promotional materials (at your expense). We will include your Business on our company website. (Franchise Agreement, Sections 7(c), 8(c) and 12(f)).

(2) Instruction and training in operating the Business and our procedures through meetings, printed material and other media, and access to continuing courses of training at times and locations that we designate. Before you commence operations, we will provide initial training for one person. Training may be available for additional people for additional charges. During training, you will have a copy of the DDSmatch confidential Operations Manual and other materials designated by us. You must complete training to our satisfaction before commencing the Business and in no event, more than 180 days after signing the franchise agreement. If you do not do so we will have the right to terminate your franchise agreement. Additional and refresher training may be provided to you at your request or if we deem there to be a need. Additional and refresher training may be subject to an additional fee and you will be responsible for all travel expenses. (Franchise Agreement, Section 7(a) and 7(b)).

Initial training lasts for approximately two days and occurs in Indianapolis, Indiana or is done remotely, if mutually agreed to in advance. Our Operations Manual contains a detailed description of the training program and materials. You will receive no compensation or reimbursement for services or expenses for participation in training. You will be responsible for all of your expenses to attend the training program, including any lodging, transportation and food. (Franchise Agreement, Section 7(a)).

Following is an outline of the training program:

TRAINING PROGRAM			
SUBJECT	**HOURS OF CLASSROOM TRAINING**	**HOURS OF ON-THE-JOB TRAINING**	**LOCATION**
Marketing Material and Sales Process Review	8	2	Indianapolis, IN or Online
Website Training	4	0	Indianapolis, IN or Online
Computer Training	2	0	Indianapolis, IN or Online
Client Engagement Shadowing	0	8	Indianapolis, IN or Online
Trusted Advisor Introductions	0	8	Indianapolis, IN or Online
Dental Practice Clinical Valuation Training	2	0	Indianapolis, IN or Online
Dental Practice Valuation Training	2	0	Indianapolis, IN or Online
Totals	**18**	**18**	

Training is designed to cater to the individual needs and experience of franchisees. Training programs are held when necessary to train new franchisees but, in some cases, training may only be available periodically. Because of the individualized nature of the DDSmatch training programs there are no formal additional training procedures required of all franchisees, but additional trainings may become necessary as individual needs of franchisees become apparent. Such additional training will be available at a fee up to $750 per day plus our travel expenses. Your training classes may include other franchisees. Thad Miller serves as our training administrator. Thad has more than 23 years of experience in the dental industry, and he has been with us since our inception. Training materials include a Training Agenda, Training Binder, and the Operations Manual. In addition, all franchisees are required to maintain a cybersecurity training score of 625 or above. Cybersecurity training is administered through our third-party IT consulting firm.

We anticipate that you will commence the Business within 30 days after you sign the franchise agreement and pay the initial franchise fee. The maximum amount of time that you have to commence the Business is 210 days after signing the franchise agreement. If your Business has not commenced operations within 365 days after you sign the franchise agreement, we can terminate the franchise agreement and your initial franchise fee will not be refunded. The factors that may affect this time include delays in the issuing of licenses, weather conditions, and any delays in scheduling and completion of training. You may not commence the Business until you have completed the initial training program.

During the operation of your Business, we will:

(1) Assist you in developing services or products to be offered as part of your Business. (Franchise Agreement, Section 7(c)).

(2) Assist you in establishing and using administrative, bookkeeping, accounting or inventory control procedures (subject to additional fees) and respond to your questions regarding operational issues and provide support on a reasonable basis. (Franchise Agreement, Section 7(c)).

(3) Subject to additional fees of as much as $750 per day plus our travel expenses, provide additional training in DDSmatch services, if requested or we determine it to be necessary. (Franchise Agreement, Section 7(a)).

(4) Provide updated lists of approved suppliers for the equipment, fixtures, inventory and supplies. (Franchise Agreement, Section 7(a) and 7(b)).

(5) Furnish you from time to time with updated and revised material for the Operations Manual. (Franchise Agreement, Section 7(b)).

(6) Provide exposure on Practice Trader's website and outbound email campaigns.

(7) Provide and direct all leads within your territory that are received by us. (Franchise Agreement, Section 7(d)).

(8) Design and/or review and approve of marketing and promotional materials for the franchise system. (Franchise Agreement, Section 9(a) and 9(b)).

(9) Provide individualized assistance to you (whether in person, or by phone, email, fax or mail), subject to the availability of our personnel. (Franchise Agreement, Section 7(a) and 7(c)).

(10) Provide National Associate Recruitment services to assist you in identifying and placing dental associates within your territory, if you elect to utilize such services. This service is optional and not required. (Franchise Agreement, Section 7(c)).

During the operation of your Business, we may:

(1) Inspect the Business as we deem advisable. (Franchise Agreement, Section 9(f)).

(2) Interview personnel and clients. (Franchise Agreement, Section 9(f)).

(3) Inspect and copy any books, records and documents relating to the operation of your Business. (Franchise Agreement, Section 9(g)).

(4) Inspect or audit the business records (bookkeeping, accounting, sales and income tax records and returns) of the Business. (Franchise Agreement, Section 9(g)).

In addition, you will have access to the following, which may be provided to all franchisees (and not on an individualized basis) from time to time:

(1) Changes, improvements and developments to the products and services offered. (Franchise Agreement, Section 7(b)).

(2) Written or recorded materials (such as newsletters and bulletins) made available to all franchisees. (Franchise Agreement, Section 7(c)).

(3) Research and development of new programs, methods and products. (Franchise Agreement, Section 9(a)).

(4) Negotiated purchase agreements with vendors to obtain discounted prices for franchisees. (Franchise Agreement, Section 9(a)).

(5) Periodic national conferences to discuss issues affecting the franchisees, including industry changes, new services and products and/or marketing strategies. Franchisees and their employees will not be required to attend more than one national conference per year. No fee will be charged, but you are responsible for your all expenses in attending the conference, including travel and living expenses. (Franchise Agreement, Section 7(a)).

(6) A website that we maintain that includes a list of all franchisees that are in good standing with us. We may modify the content of or discontinue this website at any time in our sole discretion. (Franchise Agreement, Section 12(f)).

Computer System

We do not currently require that you purchase or license any specific hardware other than a laptop computer (any brand is acceptable). Franchisees are required to license Pipedrive CRM, a sales management tool, for their Business, which currently costs $95 per month. We reserve the right to require the use of other computer systems in the future. You will be responsible for maintaining, repairing, upgrading and updating any computer systems that you use in the operation of the Business directly with your providers. There are no limits or restrictions regarding the cost or frequency with which you may be required to manage your system. We estimate your annual cost to maintain the systems will be $500 to $1,500. We will not have independent access to the information contained in your computer system, but we have access to emails and items stored on the Google Drive, and we reserve the right to request records from you at any time. Similarly, we will not have independent access to your gross sales information and to the types of transactions you enter into and that are generated by and stored in your computer system but reserve the right to request records from you.

Site Selection and Inventory

We will agree to a territory in which you may operate the Business before we sign the franchise agreement. If we do not agree on a territory, we will not enter into the franchise agreement. We do not require that you establish a physical site for the Business within or outside of the territory. If you choose to establish a physical site for the Business, we will not assist you in selecting the site or in negotiating the purchase or lease of the site. We will not provide you with any equipment, signs, fixtures, opening inventory, or other supplies.

Marketing

We have established a system-wide marketing fund ("Digital Marketing Share") that you are required to contribute an amount equal to $500 per month. We may, in our sole discretion, decide to terminate or suspend the Digital Marketing Share at any time, or increase the amount of the required contribution upon written notice to you. Company-owned outlets may, but are not obligated to, contribute to the Digital Marketing Share on the same basis as franchisees. In the fiscal year ending December 31, 2025, contributions to the Digital Marketing Share were spent as follows: approximately 58% on digital marketing, 15% on media marketing, and 27% on administrative expenses.

We have the exclusive right to direct all marketing programs financed by the Digital Marketing Share, including the right to control the creative concepts, materials, and endorsements. We have the right to determine the geographic market, media placement, and allocation of the Digital Marketing Share and have no obligation to administer any future Digital Marketing Share in such a manner as to ensure that expenditures by the Digital Marketing Share in any geographic area are proportionate or equivalent to contributions to the Digital Marketing Share by franchisees operating in any geographic area or that you benefit directly or in proportion to your contribution to the Digital Marketing Share, from the conduct of marketing programs, or the placement of advertising.

The Digital Marketing Share may be used to pay the costs of preparing and producing video, audio, and printed marketing materials; administering multi-regional and national marketing programs, including; purchasing television, radio, magazine, billboard, newspaper, and other media advertising; employing advertising agencies and/or public relations firm to assist with marketing and advertising; and providing marketing materials to franchisees. The Digital Marketing Share may also be used to meet any and all costs reasonably related and incident to administering the Digital Marketing Share and its related programs, including administrative costs. Under no circumstance do we use the Digital Marketing Share to solicit new franchisees.

The Digital Marketing Share is accounted for separately from our other funds, but the Digital Marketing Share is not a trust or escrow account, and we have no fiduciary obligations to our franchisees with respect to the Digital Marketing Share or with the monies collected. We may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Digital Marketing Share in that year. Any part of the Digital Marketing Share contributions that are not spent during the fiscal year will remain in the Digital Marketing Share to be used in the next fiscal year. We will not prepare financial reports regarding expenditures of the Digital Marketing Share.

At this time, there are no Franchise Advisory Council or any local or regional advertising cooperatives. However, we reserve the right to establish advertising councils and cooperatives of franchisees, to advise and consult with us in connection with the establishment, modification, continuance, or other decisions or considerations affecting marketing programs. In the event we establish said councils and cooperatives, we will have the exclusive right to determine their organizational structure and manner of operation.

You may use your own marketing materials to promote your Business, however all advertising copy and other materials you use must comply with the standards, formats and specimens set forth in the Operations Manual. You are required to submit all proposed advertising material to us in advance of publication and may only use such advertising copy and materials that we have approved in writing.

We operate a website that uses our name and other trademarks and features our services and showcases some of the products and services we offer in the Business. We reserve the right to conduct all commerce over the Internet and other means of electronic communication as may in the future be developed. Unless we otherwise agree, you may not operate a separate website for the Business.

Manual (9 Pages)

During the term of your franchise agreement, we will loan you a copy of our Operations Manual. The table of contents of the Operations Manual is disclosed in **Exhibit D**. The Operations Manual currently consists of 9 pages.

ITEM 12
TERRITORY

You receive the right to operate the Business within an exclusive territory consisting of an area within political boundaries of counties that we and you agree to when we sign the franchise agreement.

Continued exclusivity for your territory is only conditioned on good standing under the franchise agreement. It is not conditioned, for example, on achieving a certain sales volume, market penetration, or other performance. We will not have the right to modify your territorial rights unless you are in default of the franchise agreement. If you are in default of your franchise agreement, in addition to modifying your territorial rights, we may operate or grant another person the right to operate a Business in your territory.

You may not relocate your Business or establish additional Businesses without our written approval. In general, the primary factors that we may consider in deciding whether to approve your request is whether you are in good standing under your franchise agreement and whether the new territory is of a substantially similar character. If it is not, you may be required to pay an additional fee to acquire rights to the new territory. You do not receive any options, rights of first refusal or similar rights to acquire additional franchises or territories. You may only own and operate one Business in your territory.

We reserve all rights that we do not grant to you. For example, we reserve all rights to the use of our name, to open one or more company-owned Businesses outside of your territory, to promote our Business and to sell our services and products and other services and products outside of your territory using other channels of distribution such as the Internet, direct marketing, or other methods. We also reserve the right to use other trademarks, distinct from the DDSmatch trademark, inside and outside of your territory but not in any manner that would be competitive with your Business.

You will not have the right to use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing or solicitation of customers or prospective customers outside of your territory.

You may solicit clients from anywhere, including outside of your territory, for transactions that would involve dental practices within your territory. Similarly, we and other franchisees may solicit prospective clients within your territory if it would involve transactions outside of your territory.

As of the issuance date of this disclosure document, we do not intend to establish other franchises or company-owned outlets to sell similar products or services under a different trademark, but we reserve the right to do so.

ITEM 13
TRADEMARKS

We will grant you the right to conduct a Business under the name DDSMATCH® and other related trademarks in connection with your Business. By trademark, we mean trade names, trademarks, service marks and logos used to identify the Business, its services and its products ("Marks")

You must follow our rules when you use our Marks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our Marks in the sale of an unauthorized product or service or in a manner not authorized by us in writing.

We reserve the right to modify or change the Marks that you use in the operation of the Business at any time during the term of your franchise agreement. This includes changing the DDSmatch® mark. You will be responsible for all costs and expenses associated with modifying and/or changing the marks.

The below marks are registered with the U.S. Patent and Trademark Office ("USPTO") as follows:

Service Mark	Registered Owner	Registration Number	Registration Date	Register
ASSOCIATE INTELLIGENCE QUOTIENT	DDSmatch Franchise, LLC	5973637	01/28/2020	Principal
DDSMATCH	ddsmatch.com, LLC	3946680	04/19/2011	Principal
DDSMATCH.COM	ddsmatch.com, LLC	5975180	02/04/2020	Principal
DDSMATCH.COM	ddsmatch.com, LLC	6780070	07/05/2022	Principal
DDSMATCH.COM	ddsmatch.com, LLC	6467882	08/31/2021	Principal
DDSMATCH.COM Logo & Slogan	ddsmatch.com, LLC	6475308	09/07/2021	Principal
THE TRUSTED TRANSITION PROCESS	ddsmatch.com, LLC	N/A	N/A	Principal

Service Mark	Registered Owner	Registration Number	Registration Date	Register
PRACTICE TRADER	Practice Trader, LLC	5138895	01/07/2017	Principal
CLINICAL OPPORTUNITY BLUEPRINT	ddsmatch.com, LLC	7289853	01/23/2024	Supplemental
THE TRUSTED TRANSITION PROCESS	ddsmatch.com, LLC	7216029	11/14/2023	Principal
DDSMATCH	Ddsmatch.com, LLC	N/A (pending). Application No.: 2440622	n/a	Principal

We received the right to use all trademarks and to license their use to you under an agreement with our affiliate, DDSmatch.com, LLC, dated May 4, 2015. Unless terminated, such agreement continues indefinitely, and such agreement may not be modified without both parties' consent. If such agreement is terminated for any reason, it provides that DDSmatch.com, LLC will continue to honor the rights we granted to you. No other agreements limit our right to use or license the use of the trademarks.

You must notify us immediately if you learn about an infringement of, or challenge to, your use of our trademarks. Your franchise agreement requires us to protect you against claims of infringement if you are using the trademarks as required by your franchise agreement and if you are in good standing. You must assist us in protecting any of our rights, at our expense.

If you learn about a third party's use of our trademarks that you believe to be unauthorized, you must notify us immediately. We will decide whether or not to take action against the third party, and you must assist us, at our expense, if we decide to do so. We have the right to control any administrative proceeding or litigation involving our trademarks. If we decide to add a new trademark, or modify or discontinue the use of any trademark, you must use the new trademark or change or discontinue the use of the trademark, all at your expense.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition, or cancellation proceedings. We do not know of any superior prior rights or infringing uses that could materially affect your use of our trademarks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The franchised business does not involve any patents. We do not own any rights in any patents, and we do not have any pending patent applications.

We claim a copyright in all of our Operations Manual and our other creative, fixed materials.

You must notify us immediately when you learn about a challenge to your use of our copyrighted material. We are not obligated to defend or indemnify you against claims arising from your use of the copyrighted material. You must assist us in protecting any of our rights, at our expense.

If you learn about a third party's use of our copyrighted material which you believe to be unauthorized, you must notify us immediately. We will decide whether or not to take action against the third party, and you must assist us, at our expense, if we decide to do so. We have the right to control any litigation involving our copyrighted material. If we decide to add, modify or discontinue the use of anything covered by a copyright, you must also do so at your expense.

We do not know of any infringing uses that could materially affect your use of the copyrighted material.

You also receive the right to use certain of our trade secrets and confidential information including our system, website portals and related marketing and business processes.

You may use our software, intellectual property, trade secrets and other proprietary information solely in connection with the operation of the Business in accordance with the franchise agreement and the Operations Manual. You may not use, adapt, reproduce or exploit any such software, intellectual property, trade secrets or proprietary information for any other business, venture or purpose, whether or not such business, venture or purpose is competitive with the Business or the System.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We require that you participate personally in the direct operation and management of your Business on a full-time basis, or that the operation of the Business is at all times under the direct supervision of a manager who has satisfactorily completed our training program. You and your staff, if you have one, must complete initial training to our satisfaction. The franchise opportunity requires a full-time commitment.

You, and any manager or staff who are affiliated or employed by you, that we designate, must sign a confidentiality and non-competition agreement in a form we approve. There are no requirements for other persons involved in the Business to own any equity interest in the Business.

Your spouse or, if Franchisee is an entity, all owners of the entity, must personally guarantee the franchisee's obligations under the Franchise Agreement, including agreeing to be bound by, and personally liable for the breach of, every provision in the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the preservation of the confidentiality of our confidential information as defined in the Franchise Agreement and compliance with the covenants not to compete described in Item 17. The Guaranty and Assumption of Obligations that each owner must sign is attached to the Franchise Agreement as **Exhibit D**.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require that you offer and sell only those services and products that we have approved.

You must offer all services and products that we designate as required in the Operations Manual unless we otherwise agree in writing. It is important that our services and products be consistent and incorporate the same elements wherever offered. This benefits all our franchisees.

We may add new services or products and change the types of authorized services and products that you offer from the Business; there are no limits on our ability to make these changes.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP		
Provision	**Section in the Franchise Agreement**	**Summary**
(a) Length of the franchise term	Section 4	10 years
(b) Renewal or extension of the term of the franchise	Section 5	If you meet certain conditions, and we are still offering franchises, you can enter into the then-current franchise agreement for two additional 5-year terms.
(c) Requirements for franchisee to renew or extend	Section 5	You must sign our then-current form of franchise agreement which may contain materially different terms; successfully complete renewal training; sign a general release; pay the renewal fee, fulfill all your obligations and not have received 3 or more default notices in any 24-month period; you must not be in default under your franchise agreement or any other agreement with us; we must not have decided to withdraw from your market; and you must meet requirements for new franchisees.
(d) Termination by franchisee	Not Applicable	The franchise agreement does not grant Franchisee any right to terminate. Franchisee may only terminate under grounds permitted by applicable law.
(e) Termination by franchisor without cause	None	Not Applicable
(f) Termination by franchisor with cause	Section 16	We can terminate if you default or if the events described in (g) or (h) below occur.
(g) "Cause" defined-curable defaults	Section 16(b)	You have 30 days to cure defaults (5 days for payment defaults).
(h) "Cause" defined- non-curable defaults	Section 16(a)	Non-curable defaults: bankruptcy or insolvency; abandonment; material misrepresentation; conduct which reflects unfavorably on us or our system; non-compliance with law; repeated failure to comply with franchise agreement requirements; seizure by government official or lien holder; final judgment of more than $5,000 remains unsatisfied for 30 days; undischarged levy of execution on franchise; conviction of a felony or other criminal misconduct; danger to public health or safety;

THE FRANCHISE RELATIONSHIP		
Provision	**Section in the Franchise Agreement**	**Summary**
		unauthorized transfer; termination of any other agreement with us; unauthorized use of trademarks or trade secrets; the United States designates you a specially designated national or blocked person.
(i) Franchisee obligations on termination/non-renewal	Sections 17(a)-(c)	Pay all amounts due to us; discontinue use of trademarks and our system; de-identify; return or destroy all supplies with our trademarks; return our Operations Manual and other confidential information; assist in smooth transition of Business; refrain from soliciting clients; refrain from making disparaging remarks; re- assign to DDSmatch telephone and facsimile numbers and e-mail addresses; grant access to computer used for DDSMatch business; cancel fictitious business name statement; and comply with all other requirements in the Operations Manual.
(j) Assignment of contract by franchisor	Section 14(a)	No restriction on our right to assign.
(k) "Transfer" defined	Section 14(b)(i)	Includes transfer or encumbrance of franchise agreement, assets of your Business or greater than 25% ownership interest in your Business.
(l) Franchisor approval of transfer by franchisee	Section 14(b)(i)	You must obtain our consent to all transfers.
(m) Conditions for franchisor approval of transfer	Section 14(b)(iii)	You must not be in default under your franchise agreement or any other agreement with us; transferee meets qualifications for new franchisee; transferee must sign the then-current form of franchise agreement and guaranty; transferee must successfully complete initial training; pay the transfer fee; sign a general release; transferee's obligations to you are subordinated to obligations to us; you must transfer all of your agreements with us. If you want to transfer your franchise to an entity, you must own the entity, sign a personal service agreement with the entity, and the entity must agree to your franchise agreement (you remain responsible as well and must execute a performance guaranty).
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 14(c)	You put a price on your Business and must offer it to us first. We have 60 days to accept or reject the offer. If we reject and

THE FRANCHISE RELATIONSHIP		
Provision	**Section in the Franchise Agreement**	**Summary**
		you find another buyer then you must offer it to us on the same terms as you offered it to the other buyer, and we must be given another opportunity to accept or reject your offer before you may sell it to another buyer.
(o) Franchisor's option to purchase franchisee's business	Section 17(c)	We have the option of acquiring your assets if the franchise agreement expires or terminates.
(p) Death or incapacity of franchisee	Section 14(d) and 15	If you or your principal dies or becomes permanently disabled, your Survivor or legal representative may either satisfy the then-current qualifications for franchisees or transfer the franchise to a qualified buyer within one hundred twenty (120) days. Transfer fee waived for death; other conditions apply. If you fail to comply, we may operate the Business and/or terminate.
(q) Non-competition covenants during the term of the franchise	Section 13(a)	You may not be involved in any business similar to ours within a 30- mile radius of the territory of any other existing DDSmatch franchisee.
(r) Non-competition covenants after the franchise is terminated or expired	Section 13(b)	You may not operate a similar business for 2 years within the territory or within a 30-mile radius of the area of any other existing DDSmatch franchisee.
(s) Modification of the Franchise Agreement	Section 27	No modification without a writing signed by you and us, except that we may amend the Operations Manual.
(t) Integration/merger clause	Section 26	Only the terms of the franchise agreement are binding. Any other promises are not enforceable. Nothing in the franchise agreement is intended to disclaim anything contained in this disclosure document.
(u) Dispute resolution by arbitration or mediation	Section 24	Except for certain claims, all disputes must be mediated and if not resolved, arbitrated.
(v) Choice of forum	Section 24	Indianapolis, Indiana
(w) Choice of Law	Section 23	Indiana, except to the extent governed by the Lanham Act.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned 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 this 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised businesses. 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 Business, however, we may provide you with the actual records of that Business. If you receive any other financial performance information or projections of your future income, you should report it to our us by contacting Thad Miller at tmiller@ddsmatch.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2023 to 2025

SYSTEM WIDE OUTLET SUMMARY				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised Outlets	2023	59	64	+5
	2024	64	70	+6
	2025	70	70	0
Company-Owned Outlets	2023	1	1	0
	2024	1	1	0
	2025	1	1	0
Total Outlets	2023	60	65	+5
	2024	65	71	+6
	2025	71	71	0

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS		
State	**Year**	**Number of Transfers**
Florida	2023	0
	2024	1
	2025	0
Colorado/Wyoming	2023	0
	2024	0
	2025	0
All States- Total	**2023**	**0**
	2024	**1**
	2025	**0**

Table No. 3
Status of Franchised Outlets For Years 2023 to 2025

STATUS OF FRANCHISED OUTLETS								
State	**Year**	**Outlets at Start of the Year**	**Outlets Opened**	**Terminated**	**Non-renewals**	**Reacquired by Franchisor**	**Ceased Operations for Other Reasons**	**Outlets at the End of the Year**
Alabama	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Alaska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arkansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
California	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Colorado	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Delaware	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Florida	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

STATUS OF FRANCHISED OUTLETS								
State	**Year**	**Outlets at Start of the Year**	**Outlets Opened**	**Terminated**	**Non-renewals**	**Reacquired by Franchisor**	**Ceased Operations for Other Reasons**	**Outlets at the End of the Year**
Georgia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Hawaii	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Louisiana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maine	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maryland	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Massachusetts	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	2	0	0	0	0	0	2

STATUS OF FRANCHISED OUTLETS								
State	**Year**	**Outlets at Start of the Year**	**Outlets Opened**	**Terminated**	**Non-renewals**	**Reacquired by Franchisor**	**Ceased Operations for Other Reasons**	**Outlets at the End of the Year**
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Montana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nebraska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Hampshire	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Jersey	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Mexico	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New York	2023	1	2	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
North Carolina	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

STATUS OF FRANCHISED OUTLETS								
State	**Year**	**Outlets at Start of the Year**	**Outlets Opened**	**Terminated**	**Non-renewals**	**Reacquired by Franchisor**	**Ceased Operations for Other Reasons**	**Outlets at the End of the Year**
	2025	1	0	0	0	0	0	1
South Carolina	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Texas	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Tennessee	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Utah	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Vermont	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Virginia	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Washington	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Washington D.C.	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
West Virginia	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Wisconsin	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Wyoming	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
All States Total	2023	59	5	0	0	0	0	64
	2024	64	6	0	0	0	0	70
	2025	70	0	0	0	0	0	70

<u>Note 1</u>

Certain DDSmatch franchisees that own outlets listed in this table have a territory that covers more than one state: (1) Ohio and Kentucky, (2) Tennessee and Alabama, (3) Alabama and Florida, (4) South Carolina and North Carolina, (5) New Mexico and Texas, (6) Pennsylvania, Delaware and New Jersey, (7) Vermont, Rhode Island, Massachusetts, New Hampshire and Maine, (8) Maryland, Washington D.C. and Virginia, (9) Missouri and Illinois, (10) Kansas, Arkansas and Missouri, (11) California and Nevada, (12) Nebraska, Iowa, and South Dakota, (13) Washington, Oregon, Idaho, and Montana, (14) Utah and Nevada, and (15) Colorado and Wyoming. To avoid over-counting territories as franchised outlets, the total numbers disclosed in the last row of this table reflect the total amount of franchisees who own outlets rather than the number of territories these franchisees operate in.

Table No. 4
Status of Company-Owned Outlets For Years 2023 to 2025

STATUS OF COMPANY OWNED OUTLETS							
State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Indiana	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Kentucky	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Total	**2023**	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**0**	**0**	**0**	**0**	**1**
	2025	**1**	**0**	**0**	**0**	**0**	**1**

Table No. 5
Projected Openings
as of December 31, 2025

PROJECTED OPENINGS			
State	**Franchise Agreements Signed but Outlet Not Opened**	**Projected New Franchised Outlets in the Next Fiscal Year**	**Projected New Company-Owned Outlet in the Next Fiscal Year**
Total	**0**	**0**	**0**

Except as set forth in **Exhibit G**, no franchisees have had a franchise terminated, canceled, not renewed or otherwise ceased to do business during the most recently completed fiscal year and all franchisees have communicated with us within 10 weeks of the issuance date of this disclosure document.

Our current and former franchisees are listed on **Exhibit G**. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. During the last three years, no current or former franchisees or licensees have signed confidentiality clauses that restrict them from discussing with you their experiences as franchisees in our system.

We are unaware of any trademark specific franchisee organizations associated with our franchise system that has either (a) been created, sponsored, or endorsed by us, or (b) is incorporated or otherwise organized under state law and asks us to be included in our disclosure document during the next fiscal year.

ITEM 21
FINANCIAL STATEMENTS

Attached as **Exhibit C** to this disclosure document are our audited financial statements as of December 31, 2025, 2024, and 2023.

ITEM 22
CONTRACTS

Attached are copies of the following agreements proposed for use in this state:

Exhibit A: Compliance Questionnaire

Exhibit B: Franchise Agreement

ITEM 23
RECEIPT

Attached to the end of this disclosure document, following the Exhibits, is a receipt. Please sign it, date it the date you receive the disclosure document, and return it to us. A duplicate of the receipt is attached for your records.

EXHIBIT A
COMPLIANCE QUESTIONNAIRE DDSMATCH FRANCHISE, LLC

Franchise Offer and Sale Compliance Questionnaire

As you know, you and DDSmatch Franchise, LLC (the "Franchisor") are preparing to enter into a Franchise Agreement for the establishment and operation of a "DDS Match" franchised business (a "DDS Match Business"). Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. The following dates and information are true and correct:

a. ________________________________ ____, 20____________________ Initials ____________________________ The date of my first face-to-face meeting with any person to discuss the possible purchase of a DDS Match franchise

b. ________________________________ ____, 20____________________ The date on which I received Franchisor's Franchise Disclosure Document ("FDD") Initials _____

c. ________________________________ ________________________, 20_____ Initials ____________________________ The date when I received a fully completed copy (other than signatures) of the Franchise Agreement and Addenda (if any) and all other documents I later signed

d. ________________________________ ____, 20____________________ Initials ____________________________ The date on which I signed the Franchise Agreement

2. Did you sign a receipt for the FDD indicating the date you received it?

Yes______No _____

3. Do you understand that no agreement or addendum is effective until it is also signed and dated by the Franchisor?

Yes______No _____

4. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today?

Yes______No _____

5. Have you paid any money to the Franchisor concerning the purchase of this franchise before today?

Yes______No _____

Your responses to these questions are important to us and we will rely on them. By signing this Questionnaire, you are representing to us that you have responded honestly, accurately, and completely to each of the above questions.

Name____________________________________ Address _________________________________

Signature_________________________________

EXHIBIT B
FRANCHISE AGREEMENT

DDSMATCH FRANCHISE, LLC

FRANCHISE AGREEMENT

TABLE OF CONTENTS

SECTION		PAGE

DDSMATCH FRANCHISE, LLC
FRANCHISE AGREEMENT

THIS AGREEMENT is entered into by and between DDSmatch Franchise, LLC, an Indiana limited liability company, with its principal business address located at 9333 N. Meridian Street, Suite 250, Indianapolis, Indiana 46260 ("**Franchisor**"), and ____ _______with its principal business address located at: _____________________________ ("**Franchisee**"). This Agreement is for the establishment of one DDSMATCH business within the Territory.

RECITALS

A. Franchisor has established a method and system for the establishment and operation of a DDSMATCH business ("**Business**"), which includes, without limitation: the mark DDSMATCH and related names, trademarks, service marks, logos, copyrights, designs, emblems, slogans, commercial symbols and other indicia and associated goodwill now or hereafter designated for use by Franchisor in connection with the System and any and all revisions, modifications and additions thereto, whether or not recorded or registered with the United States Patent and Trademark Office or any other local, state, federal or foreign agency, registrar or body (the "**Marks**"); an operations manual incorporating required standards, procedures, policies, and techniques; guidelines for consulting and dental practice sales techniques; and advertising, marketing, and promotional know-how (the "**System**").

B. Franchisor desires to grant to Franchisee, and Franchisee desires to obtain from Franchisor, the right to establish and operate a Business in accordance with the System.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained herein, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **GRANT OF FRANCHISE**

Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a license to use the Marks and the System solely in the operation of the Business within the Territory, as defined below (the "**Franchise**"). Franchisee acknowledges that adherence to the standards and policies of the System is essential for the continued operation of the Franchise granted by this Agreement.

2. **PROTECTED TERRITORY**

(a) Territory. Provided that Franchisee is in compliance with this Agreement, Franchisor shall not establish or operate, or franchise another party to establish or operate, a Business utilizing the Marks and the System in the area described in **Exhibit A** and identified therein as the territory (the "**Territory**").

(b) Limitation Upon Territorial Protection. Franchisee acknowledges that Franchisor and other franchisees of Franchisor may solicit buyers for clients of their respective Businesses from anywhere including within Franchisee's Territory, provided the dental practice that is the subject of any transaction is located outside of the Territory.

(c) Franchisor's Reservation of Rights. Franchisor reserves all rights not specifically granted to Franchisee hereunder. In particular, and not in limitation of the foregoing, Franchisor reserves the right to conduct business using marks or commercial symbols different from the Marks either within or outside of the Territory. Franchisor also reserves the right to use the Marks and license the right to others to use the Marks, for purposes other than operating a Business. Franchisor also reserves the right to conduct all commerce over the Internet and other means of electronic commerce as may in the future be developed, and Franchisee has no right to do so except as may be specifically permitted by Franchisor in writing.

3. COMMENCEMENT OF OPERATIONS

(a) Commencement of Operations. Franchisee shall not commence the Business until Franchisor has given its approval in writing. Franchisor shall provide Franchisee with such management assistance as Franchisor deems necessary at the commencement of operations and for a short time thereafter.

(b) Relocation. Franchisee may not relocate the Business, or establish additional Businesses, without Franchisor's prior written consent.

FRANCHISEE ACKNOWLEDGES THAT ALTHOUGH FRANCHISOR MAY HAVE BEEN INVOLVED IN THE TERRITORY SELECTION PROCESS AND MAY HAVE REVIEWED INFORMATION ABOUT THE TERRITORY, AND OTHER ASPECTS OF THE DEVELOPMENT OF THE BUSINESS, FRANCHISOR MAKES NO WARRANTY, REPRESENTATION OR GUARANTY OF ANY KIND WITH RESPECT TO THE LOCATION OR THE SUCCESS OR PROFITABILITY OF THE BUSINESS TO BE OPERATED WITHIN SUCH AREA.

4. TERM OF AGREEMENT

This Agreement shall commence on the date it is signed by Franchisor and shall continue for ten (10) years, subject to earlier termination as provided herein.

5. RENEWAL OF FRANCHISE

Subject to compliance with each and every one of the conditions set forth below, Franchisee has the option to renew the right to operate the Business for two (2) additional terms of five (5) years:

(a) Renewal Fee. Franchisee pays Franchisor a renewal fee equal to $25,000;

(b) Written Notice. Franchisee gives Franchisor written notice of its election to renew not less than twelve (12) months and not more than twenty-four (24) months prior to the expiration of the term;

(c) No Default. Franchisee, when notice is given and at the time of renewal, is not in default of any material provision of either this Agreement or any other agreement between Franchisee and Franchisor or their affiliates;

(d) No Monetary Obligations Outstanding. All monetary obligations owed by Franchisee to Franchisor or its affiliate have been satisfied prior to renewal;

(e) General Release. Franchisee must execute and deliver a general release of Franchisor and its affiliates, officers, directors, shareholders, employees, agents and representatives in a form acceptable to Franchisor.

(f) Updates. The Business must meet Franchisor's then-current requirements or Franchisee must make all expenditures necessary to update the Business to meet those requirements;

(g) Re-Training. Franchisee and those of Franchisee's other personnel as Franchisor deems necessary shall have successfully completed any retraining or refresher training course Franchisor may require;

(h) Current Agreement. Franchisee shall sign Franchisor's then-current form of Franchise Agreement for a five (5) year term. Franchisee acknowledges that the then-current form of Franchise Agreement may contain terms that are materially different from those set forth in this Agreement; and

(i) No Repeated Defaults. Franchisee shall not have, during the term of this Agreement or the preceding renewal term, received three (3) or more notices of default in any twenty-four (24) month period.

Franchisee shall have no right to enter into a new agreement with Franchisor if Franchisee fails to comply with each of the conditions set forth above in a timely manner or if Franchisee fails to return to Franchisor any documents within thirty (30) days after Franchisor has delivered them to Franchisee.

6. FEES

(a) Initial Franchise Fee. In consideration of the franchise granted herein, Franchisee shall pay to Franchisor an initial franchise fee in the amount set forth on Exhibit A attached hereto in full upon execution of this Agreement. The initial franchise fee is deemed to be fully earned immediately upon payment and is non-refundable.

(b) Franchisee shall pay to Franchisor a non-refundable continuing royalty of One Thousand One Hundred Dollars ($1,100) per month during the term (the "**Royalty Fee**").

(c) Due Date. Payments of the Royalty Fee shall be made on or before the tenth (10th) day of each month during the term of this Agreement. Franchisor may require that payments be made by electronic funds transfer, cash, check, certified check, bank draft, money order, automatic pre-authorized payment plan or such other method as Franchisor may specify from time to time. Franchisee shall execute and deliver such instruments as are necessary and appropriate to affect such transfers. Franchisor shall have the right to vary the frequency of the due date and the method of payment from time to time. The Royalty Fee is non-refundable.

(d) Non-payment. If Franchisor does not receive Franchisee's Royalty Fee or any other payment hereunder by the dates they are due, Franchisee acknowledges that, in addition to exercising all other rights and remedies that Franchisor has, Franchisor may terminate this Agreement.

(e) Charge on Late Payments. In addition to all other rights and remedies that accrue to Franchisor, late or overdue payments shall be subject to a late fee equal to the greater of Two Hundred Fifty Dollars ($250) per month or eighteen percent (18%) per annum, not to exceed the highest applicable rate allowed by law. Franchisee acknowledges that this provision does not constitute agreement by Franchisor to accept such payments after they are due or a commitment to extend credit to, or otherwise finance such amounts.

(f) No Withholding of Payment. Franchisee agrees that Franchisee will not, on the grounds of the alleged non-performance by Franchisor of any of its obligations hereunder or for any other reason whatsoever, withhold payment of any amounts due, nor shall Franchisee have any right of offset.

(g) Application of Payments; Right of Offset. Notwithstanding any designation by Franchisee, Franchisor shall have discretion to apply any payments by Franchisee to any past due indebtedness of Franchisee. In addition, Franchisor shall have the right to offset any amounts due to it or its affiliates against any amounts to be paid to Franchisee.

(h) Quarterly Reporting. Franchisee shall provide to Franchisor on a quarterly basis, on or before the twentieth (20^{th}) day of each month following each calendar quarter, an income and expense statement and a balance sheet in such form and detail as shall from time to time be reasonably required by Franchisor in respect of the Business during the preceding calendar quarter, which shall be certified as accurate by Franchisee.

(i) Annual Reporting. Franchisee shall also provide to Franchisor on an annual basis, within ninety (90) days following the end of each fiscal year of Franchisee, a balance sheet and a profit and loss statement for the Business for the preceding fiscal year, prepared by a certified public accountant in accordance with generally accepted accounting principles applied on a consistent basis from year to year, which shall contain such detail as shall from time to time be reasonably required by Franchisor in respect of the Business during the previous fiscal year. In the event Franchisee has been in default under this Agreement during such fiscal year, then upon the reasonable written request of Franchisor, said financial statements shall be audited.

7. **DUTIES OF FRANCHISOR**

(a) Training and Support.

(i) Initial Training. Within one hundred eighty (180) days after the date of this Agreement, Franchisee shall successfully complete Franchisor's initial training to Franchisor's satisfaction. This training shall include manuals and hands-on training as required and presented by Franchisor. Franchisee must complete initial training before the Business commences operations. Franchisee acknowledges that training may not be offered on a rolling basis. Franchisor reserves the right to approve Franchisee's trainees.

(ii) Evaluation. Franchisor shall have the right, during the initial training program, to further evaluate Franchisee's fitness to operate under this Agreement. In the event Franchisee fails to successfully complete the initial training program, Franchisor shall have the right to terminate this Agreement.

(iii) Training Fees. Franchisee shall not be charged an additional training fee for training of one principal of Franchisee. Franchisor may charge additional fees to provide initial training to additional persons.

(iv) Additional Training. Franchisor may require Franchisee and other personnel to attend refresher and additional training courses from time to time, and/or Franchisor's annual or periodic conferences, and Franchisee acknowledges that there may be a fee charged for such training and/or conferences.

(v) Expenses. Franchisee shall be responsible for all travel and living expenses, if any, that Franchisee and other personnel may incur in connection with initial or refresher training and/or conferences.

(b) Operations Manual. Franchisor will loan to Franchisee for use during the term of this Agreement a copy of Franchisor's proprietary and confidential operations manuals which Franchisor may amend from time to time, containing mandatory specifications, standards, operating procedures and rules for the System (collectively, the "**Operations Manual**"). All such specifications, standards, operating procedures and rules made applicable to Franchisee from time to time in the Operations Manual, or otherwise communicated to Franchisee in writing, shall constitute requirements of Franchisee and shall be kept confidential by Franchisee. None of the obligations of Franchisor set forth in the Operations Manual are intended to be and shall not be construed to be incorporated in this Agreement. Franchisee will not at any time copy any part of these materials, disclose any information contained in them to others or permit others access to them. Franchisee acknowledges and agrees that the Operations Manual may be modified from time to time to reflect changes in the System; provided, however, that no such modification shall alter Franchisee's fundamental status and rights under this Agreement. All modifications to the Operations Manual shall be binding upon Franchisee upon being delivered to Franchisee. Franchisee agrees to accept, implement and adopt any such modifications at Franchisee's own cost. The Operations Manual will contain proprietary information belonging to Franchisor and Franchisee acknowledges that the Operations Manual is, and shall remain, the property of Franchisor. Franchisee shall promptly return the Operations Manual to Franchisor upon termination or expiration of this Agreement. All references herein to the Agreement shall include the provisions of the Operations Manual and all such mandatory specifications, standards, procedures and rules, and such additions and modifications thereto. Franchisee understands and agrees that it is of substantial value to Franchisor and other franchisees of Franchisor, as well as to Franchisee, that the System maintain a common identity. Franchisee agrees and acknowledges that full compliance with each and every detail of the System and the Operations Manual is essential to preserve, maintain and enhance the reputation, trade demand and goodwill of the System and the Marks and that failure of Franchisee to operate the Business in accordance with the System and the Operations Manual can cause damage to all of the other parties described above, as well as to Franchisee. Consistent with the goals of the System, Franchisee shall be responsible for the day-to-day operation of Franchisee's business.

(c) Advice and Consultation. Franchisor shall advise and consult with Franchisee periodically in connection with the development and operation of the Business and reasonably attempt to assist Franchisee to resolve any operating problems that may arise. Franchisor shall communicate to Franchisee its know-how, new developments, techniques, and improvements in Business management and services which are pertinent to the operation of the Business in accordance with the System, all subject to Franchisee's obligation to maintain in confidence such information as would not ordinarily be disclosed.

(d) Referrals. Provided Franchisee is in compliance with this Agreement, Franchisor shall direct to Franchisee all leads for business that arise within Franchisee's Territory.

8. **ADVERTISING**

(a) Digital Marketing Share. Franchisor has established a system-wide marketing fund ("**Digital Marketing Share**") that Franchisee is required to contribute an amount equal to $500 per month. Franchisor may, in its sole discretion, decide to terminate or suspend the Digital Marketing Share at any time, or increase the amount of the required contribution upon written notice to Franchisee.

Franchisor shall have the exclusive right to direct all marketing programs financed by the Digital Marketing Share, including the right to control the creative concepts, materials, and endorsements. Franchisor shall have the right to determine the geographic market, media placement, and allocation of the Digital Marketing Share and has no obligation to administer the Digital Marketing Share in such a manner as to ensure that expenditures by the Digital Marketing Share in any geographic area are proportionate or equivalent to contributions to the Digital Marketing Share by franchisees operating in any geographic area or that Franchisee will benefit directly or in proportion to Franchisee's contribution to the Digital Marketing Share, from the conduct of marketing programs, or the placement of advertising.

The Digital Marketing Share may be used to pay the costs of preparing and producing video, audio, and printed marketing materials; administering multi regional and national marketing programs, including; purchasing television, radio, magazine, billboard, newspaper, and other media advertising; employing advertising agencies and/or public relations firm to assist with marketing and advertising; and providing marketing materials to franchisees. The Digital Marketing Share may also be used to meet any and all costs reasonably related and incident to administering the Digital Marketing Share and its related programs, including administrative costs.

(b) Franchisee Expenditures. As of the date of this Agreement, Franchisee is required to allocate two percent (2%) of Gross Revenues per month for local advertising. For purposes of this Agreement, "**Gross Revenues**" means all revenues derived by Franchisee from the Business (including any payments under received under insurance policies), excluding only amounts paid to any governmental tax authority.

(c) Approval of Advertising. All advertising copy and other materials Franchisee proposes to use shall be in strict accordance and conformity with the standards, formats and specimens set forth in the Operations Manual. Franchisee shall submit the proposed advertising material to Franchisor in advance of publication and shall use only such advertising copy and materials as have been approved in writing by Franchisor. Franchisee agrees and acknowledges that the copyright for any advertising or other materials that Franchisee develops for the Business shall automatically be assigned to Franchisor without any further action by the parties required.

(d) Pre-Opening Advertising. Franchisee acknowledges and agrees that adequate pre- opening advertising is essential to the success of the Business and agrees to conduct such advertising in connection with the opening of the Business in accordance with Franchisor's directions and assistance.

(e) No Fiduciary Duty. Nothing in this Section or anywhere in this Agreement creates a fiduciary relationship between the parties, nor shall anything herein be deemed to create any trust or agency duties between the parties. No covenant shall be implied to vary or interpret the terms of this provision.

9. DUTIES OF FRANCHISEE

In addition to its duties as set forth elsewhere in this Agreement, Franchisee agrees to perform the following:

(a) Specifications. To promote uniformity and quality, and to protect the integrity of the Marks, Franchisee agrees to the following restrictions regarding the Business:

(i) Proprietary Services. Franchisor has developed the System using or incorporating trade secrets or confidential information (the "**Trade Secrets**") which may include future services and products developed and authorized for use in DDSMATCH Businesses. Franchisee agrees to purchase all supplies required for operation of the Business and other items which may be specified by Franchisor from time to time ("**Propriety Products**") only from Franchisor, or a supplier designated by Franchisor.

(ii) All Other Products and Supplies. Franchisor may from time to time establish and publish reasonable specifications for the types of products and supplies authorized for use in connection with the operation of the Business. Franchisee may purchase any or all of its products and supplies that meet Franchisor's specifications from suppliers approved by Franchisor. Franchisor may, in its sole discretion, approve suppliers selected by Franchisee provided the following conditions are first met:

(A) Franchisee shall submit a written request to Franchisor for approval of the supplier;

(B) The supplier shall demonstrate to Franchisor's satisfaction that it is able to supply an item to Franchisee meeting Franchisor's specifications for such item, including but not limited to, providing Franchisor with samples;

(C) The supplier shall demonstrate to Franchisor's satisfaction that the supplier is of good standing in the business community with respect to its financial soundness and the reliability of its product or service; and

(D) In the event the item to be supplied is required to bear one of the Marks, such supplier must execute a license agreement (which may include a royalty payment) in a form acceptable to Franchisor.

Until and unless Franchisor notifies Franchisee in writing that it has approved a supplier, Franchisee must continue to purchase from previously approved suppliers. If Franchisor determines that a previously approved supplier no longer conforms to such standards, it shall so notify Franchisee and Franchisee shall thereupon discontinue making purchases from supplier.

(b) Confidential Information and Operations. Franchisee acknowledges that the information contained in the Operations Manual constitutes confidential and trade secret information. Additionally, Franchisor may provide Franchisee with other information which has been designated by Franchisor as "**Confidential**," "**Trade Secret**," or "**Proprietary Information**." Without the prior written consent of Franchisor, Franchisee shall neither disclose the contents of the Operations Manual to any person, except employees of Franchisee for purposes related solely to the operation of the Business, nor reprint or reproduce the Operations Manual, or any other confidential or proprietary information or trade secrets in whole or in part for any purpose. Franchisee shall use all software, intellectual property, trade secrets and other proprietary information provided by Franchisor solely in connection with the operation of the Business in accordance with this Agreement and the Operations Manual, and shall not use, adapt, reproduce or exploit any such materials for any other business, venture or purpose whatsoever. Upon request by Franchisor, Franchisee shall obtain agreements from its personnel prohibiting disclosure of any trade secret or proprietary information.

(c) Operation of Business. Franchisee shall participate in and directly operate and manage the Business either personally or through a manager approved by Franchisor who has completed the initial training program to Franchisor's satisfaction (the "**Manager**") and shall diligently devote Franchisee's best efforts to the operation and management so as to maximize sales and profits, keeping free from conflicting enterprises or any other activities which would be detrimental to or interfere with such operation or management. Franchisee shall operate and maintain the Business only within the Territory and only in accordance with the business standards, procedures, policies, and techniques comprising the System as specified in the Operations Manual.

(d) Sales Records and Reports. Franchisee understands and agrees that both technological and operational developments may require Franchisee to upgrade, maintain, repair, and update software systems during the term of this Agreement or upon its renewal. Franchisee will upgrade, maintain, repair and update the systems in order to assume and discharge all of the System related tasks specified, and as modified from time to time, by Franchisor. Franchisee agrees to execute any and all necessary agreements and pay fees in connection with the licensing, maintenance and upgrade of systems which may be in excess of the estimated expenditures. There are no limits or restrictions regarding the cost or frequency with which Franchisee will be required to manage the software systems. Franchisor may obtain independent access to the information in the software system and reserves the right to request records from Franchisee at any time.

(e) Legal Compliance. At its sole expense, Franchisee shall comply with all federal, state, and local laws, ordinances and regulations applicable to the ownership and operation of the Business.

(f) Right of Inspection. Franchisee shall allow the agents and representatives of Franchisor to inspect the Business at any time to determine whether Franchisee is in compliance with this Agreement and the standards and policies of the System. If Franchisee shall fail to operate the Business in accordance with the System, Franchisor may, at its option, and at Franchisee's expense, and in addition to any other remedies of Franchisor hereunder, place a representative of Franchisor in the Business until Franchisor shall determine in its sole discretion that there is compliance. In addition, and not in limitation of the foregoing, Franchisor may establish in the future that the Franchisee's computer equipment shall be linked with Franchisor's computer system. Franchisor agrees to keep all such information it obtains through the computer system, if any, confidential, and to only use the same for the purposes of this Agreement.

(g) Books and Records. Franchisee shall keep books of account in accordance with good accounting practices which fully and accurately disclose Gross Revenues and accurately reflect current results of the operation of the Business. Franchisee shall permit Franchisor, or its agent or representative to inspect and examine Franchisee's books and records at reasonable times. Franchisee shall maintain the books and records of the Business for at least three (3) years.

(h) Required Disclosure. Franchisee acknowledges that Franchisor may be required by law, regulation or other legal requirement, or may deem it advisable, to disclose information regarding Franchisee or the operation of the Business, including without limitation, earnings or other financial performance information. Franchisee agrees that Franchisor shall be entitled to disclose such information and that Franchisor shall have the right to determine the extent and manner in which such disclosure will be made. If Franchisor does not have the information necessary for the disclosure Franchisor determines it will make, Franchisee shall provide such information to Franchisor promptly upon Franchisor's request.

(i) Notification of Legal Proceedings. Franchisee shall notify Franchisor in writing within ten (10) days of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award, or decree of any court or government agency which may adversely affect Franchisee's financial condition or ability to perform its duties or meet its obligations hereunder.

(j) System Changes. Franchisor shall have the right to make changes, modifications or additions to the System from time to time. Franchisee acknowledges that some of such changes may be material and may involve expenditures due to the addition or substitution of new services or an alteration of specifications or standards. Upon receipt of notice, Franchisee agrees to comply with and carry out all such changes, modifications or additions promptly as required and within the time specified by such notice, as if they were a part of the System at the time of execution of this Agreement.

(k) Unless otherwise approved in writing by Franchisor, Franchisee shall devote its full time and best efforts to actively conducting the Business within the Territory during the term of this Agreement and in accordance with the terms and conditions of this Agreement. If Franchisee is a corporation or partnership, Franchisor shall designate one of the principals, the shareholder or the partners, as the case may be, of Franchisee to be the person who is to be active in the day-to-day operations of the franchised business (the "**Primary Person**"). In addition, if Franchisee is a corporation, Franchisor will require that the Primary Person own fifty-one percent (51%) of the voting shares of Franchisee. If Franchisee wants to have the Business operated on a full-time basis by someone other than Franchisee or the Primary Person, Franchisee must first obtain Franchisor's written consent, which consent can be arbitrarily withheld. Any fulltime Manager approved by Franchisor must successfully complete all training requirements (at Franchisee's sole cost) of Franchisor and be hired by Franchisee to operate the Business on a full-time basis. If at any time Franchisor determines in its sole discretion that the full-time manager is failing to adequately comply with System requirements, Franchisor can require on thirty (30) days' notice that Franchisee and/or the Primary Person (or some other individual acceptable to Franchisor) take over the full-time operations of the Business. Franchisee will be solely responsible for the supervision and management of the full time Manager and is responsible for all costs of employment, benefits, severance, termination or related expenses with respect to any full-time manager hired by Franchisee. Prior to hiring any employee or engaging any independent contractor in connection with the Business, Franchisee shall provide Franchisor with a copy of the proposed employment agreement or independent contractor agreement for Franchisor's review. Upon execution of any such agreement, Franchisee shall promptly deliver to Franchisor a copy of the final, fully executed agreement.

10. INSURANCE

At all times during the term of this Agreement, Franchisee shall maintain in full force and effect at its sole cost and expense Commercial General Liability Insurance with minimum limits of liability of One

Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) in the aggregate, including business interruption, automobile, personal and advertising liability and such other limits and coverages as Franchisor may require from time to time. Franchisee shall also maintain in full force and effect at its sole cost and expense, workers compensation insurance as required by law. Franchisor and all other subsidiaries, affiliates and other parties designated by Franchisor from time to time shall be named as additional insureds. Franchisee shall provide Franchisor with certificates of insurance evidencing coverage, which certificates shall be renewed and provided annually and shall contain such detailed information as Franchisor may from time to time request, and Franchisee shall also provide Franchisor with full and complete copies of any and all of the above policies including copies of any renewals or modifications thereto upon request of Franchisor. All insurance policies must be issued by an insurance company licensed to do business in the state where the Business is located, approved by Franchisor, and rated A- or better by A.M. Best & Company, Inc. Franchisee shall cause the companies to agree by endorsement or separate written document that Franchisor shall be given at least thirty (30) days' prior written notice of termination, expiration, cancellation, modification or reduction in coverage limits of any such policy. Upon failure of Franchisee to maintain in effect any of the insurance required, or to furnish to Franchisor satisfactory evidence of such insurance, Franchisor may, in its discretion, obtain insurance coverage on behalf of Franchisee, and Franchisee agrees to promptly execute applications or instruments required to obtain any such insurance and to pay to Franchisor, on demand, all costs, premiums and other expenses incurred by Franchisor.

11. INDEMNITY

Franchisee shall, during the term of this Agreement and after the termination or expiration of this Agreement, protect, defend, indemnify and hold Franchisor, and its affiliates and associates, licensors, officers, directors, owners, employees, agents, representatives and assignees (the "**Indemnified Parties**") harmless against any and all liability for all claims of every kind or nature arising in any way out of or relating to Franchisee's actions or failure to act, whether personal or in connection with the operation of the Business, any other actions or failure to act by Franchisee, its agents or representatives or any breach of this Agreement. For purposes of this indemnification, "claims" means and includes all obligations, actual and consequential damages, losses, claims, judgments, demands, liens, reckonings, accounts and costs incurred in the defense of any claim (such as, by way of illustration, but not limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses). Franchisor shall have the right to defend any such claim against it with counsel of its own choosing and Franchisee agrees to cooperate fully with Franchisor in connection with the defense of any claim. Franchisee shall have no right to settle or refuse to settle any claim; Franchisee shall retain all right to do so. In addition, Franchisee agrees to cooperate fully with Franchisor in any other claims brought by or against Franchisor. The defense of such claim, litigation or administrative proceeding by an Indemnified Party, or by Franchisee on an Indemnified Party's behalf, shall be at the sole cost and expense of Franchisee, who shall hold each Indemnified Party free and harmless from all such obligations and liabilities and shall reimburse an Indemnified Party for all expenses incurred therein, including attorneys' fees. Further, an Indemnified Party shall have the right independently to take any action it may deem necessary, in its sole discretion, to protect and defend itself against any threatened action subject to indemnification hereunder, without regard to expense, forum or other parties that may be involved.

12. MARKS AND TRADE DRESS

(a) Ownership of Marks and Goodwill. Franchisee's right to use the Marks is derived solely from, and is subject to, the terms and conditions of this Agreement. Such right is limited to the operation of the Business in accordance with this Agreement and all mandatory standards, specifications and operating procedures prescribed from time to time by Franchisor. Franchisee acknowledges that the Marks are valid trademarks. Franchisee agrees not to contest or oppose, nor to assist anyone else to contest or oppose, directly or indirectly, the ownership or use of, application for, or registration of, or the validity or enforceability of, any of the Marks. Franchisee also agrees not to acquire or use any trademarks that are similar or identical to the Marks. Franchisee agrees that its usage of the Marks and any goodwill established thereby shall inure to the exclusive benefit of Franchisor and or its affiliates.

The Marks and other aspects of the System are subject to replacement, addition, deletion, and other modification by Franchisor in its sole discretion. If any such action is taken by Franchisor, Franchisee will promptly accept and use such replacement, addition, deletion, and other modification, and, in the case of the System, display such changed Marks as if they were part of the System as of the effective date of this Agreement (and replace, add, remove or modify the Mark(s) that have been so changed), and Franchisee will bear the cost of conforming the Business to any such replacement, modification, addition, deletion, or other change.

(b) Limitations on Franchisee's Use of Marks and Trade Dress. If local laws require that Franchisee file a registration stating that Franchisee is conducting business under an assumed name or trade name, Franchisee shall state in such document that it is conducting such business as a franchisee of Franchisor. Franchisee shall not use any of the Marks or similar words or colorable imitations thereof as part of any name of any corporation, partnership, limited liability company or other business entity, or with any other prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form or as part of any domain name, web address or similar electronic use; nor may Franchisee use any of the Marks in connection with the sale of any unauthorized products or service or in any other manner not explicitly authorized in writing by Franchisor. Franchisee will not use or display, or permit the use or display, of the trademarks, trade names, service marks, insignias, logotypes or any other commercial symbols or trade dress of any other person or entity in connection with the Business without the prior written consent of Franchisor, or as expressly permitted in the Operations Manual.

(c) Defense of Trademarks.

(i) In the event that Franchisee receives notice or learns of a claim, suit, demand or proceeding against Franchisee on account of any alleged infringement, unfair competition, or similar matter relating to Franchisee's use of the Marks or of any of Franchisor's copyrights in accordance with the terms of this Agreement, Franchisee shall promptly notify Franchisor of such claim, suit, demand or proceeding. Franchisee shall have no power, right, or authority to settle or compromise any such claim by a third party without the prior written consent of Franchisor. Provided that Franchisee is in full compliance with this Agreement, Franchisor shall defend Franchisee against any claim by a third party against Franchisee for Franchisee's use of the Marks and copyrighted material in accordance with this Agreement, using attorneys of Franchisor's choosing. Franchisor may elect to compromise or settle any such claim, at its sole discretion. Franchisee agrees to cooperate fully with Franchisor in connection with any such defense. Franchisee irrevocably grants Franchisor authority and power of attorney to defend or settle such claims, demands, suits or proceedings.

In the event that Franchisee receives notice or is informed or learns that any third party, that Franchisee believes to be unauthorized to use the Marks, is using the Marks or any variants thereof, or is using any of Franchisor's, or its affiliate's copyrights, Franchisee shall promptly notify Franchisor. Thereupon, Franchisor shall, in its sole discretion, determine whether or not it wishes to undertake any action against such third party on account of said person's alleged infringement of the Marks or copyrights. In the event Franchisor undertakes such action, it shall have the authority and power of attorney to defend or settle such action. Franchisee agrees to render such assistance as Franchisor shall reasonably demand to carry out the prosecution of any such action.

Franchisee shall have no right to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of said alleged infringement.

(d) Copyright. Franchisee acknowledges that Franchisor has developed and may further develop during the term of this Agreement, certain artistic designs (e.g., business cards and Business materials), and certain other word combinations and other materials designated for use by Franchisee. Franchisee acknowledges that Franchisor and/or its affiliate retains all right, title and interest thereto as provided by copyright law to the originator of works and, further, that Franchisee is licensed to use such copyrighted materials solely in accordance with the terms and during the term of this Agreement.

(e) Discontinuance of Use of Marks. If it becomes advisable at any time in Franchisor's sole discretion for Franchisee to modify or discontinue use of any Mark or any items of trade dress, or use one or more additional or substitute marks or items, Franchisee agrees to comply with Franchisor's directions to modify or otherwise discontinue the use of such Mark or item of trade dress and to accept, use and display such additional marks or items of trade dress within a reasonable time after notice thereof by Franchisor but in no event more than thirty (30) days after receiving notice from Franchisor. Franchisor shall not be obligated to compensate Franchisee for any costs incurred by Franchisee in connection with any such addition, substitution, modification or discontinuance.

(f) Internet Website. Franchisor reserves the right to maintain a website that includes a list of all franchisees in the System that are in good standing. Franchisee will not display the Marks on or associate the System with (through a link or otherwise) any website, electronic marketing materials, domain name, address, designation, or listing on the Internet or other communication system without the express consent of Franchisor. If Franchisor permits Franchisee to display or use the Marks in any such manner, the form, content and appearance of such display or use, and any modifications thereto, must comply with the Franchisor's standards and be approved by Franchisor so that Franchisor can maintain the common identity of the System and the Marks.

(g) Domain Name. Franchisee acknowledges that Franchisor's domain name is the sole property of Franchisor and its affiliates. Franchisee will not, directly or indirectly, use, register, obtain or maintain a registration for any Internet domain name, address, or other designation that contains any Mark or any mark that is in Franchisor's sole opinion confusingly similar, including misspellings and acronyms. Upon Franchisor's request, Franchisee must promptly take all steps to cancel or transfer to Franchisor or its designee any such domain name, address, or other designation under its control.

13. **NON-COMPETITION**

(a) Franchisee acknowledges that Franchisor could not protect the Trade Secrets against unauthorized use or disclosure and could not achieve a free exchange of ideas and information among franchisees in the System if Franchisee held interests in any competitive business. Franchisee acknowledges that Franchisor grants the rights to Franchisee in part in consideration of, and in reliance upon, Franchisee's agreement to deal exclusively with Franchisor. Therefore, Franchisee shall not at any time during the term of this Agreement, individually or in conjunction with any person or entity, have any interest as an owner, investor, shareholder, partner, member, lender, director, officer, manager, employee, consultant, guarantor, representative, or agent or in any other manner whatsoever, directly or indirectly, carry on or be engaged in, financially or otherwise, or advise in the establishment or operation of any business involving or related to (i) operating a Business, the offering of dental practices, or sale of assets related thereto, or (ii) the brokerage, listing, sale, purchase, merger, transition, valuation, appraisal, associate or provider placement, or related real estate services for any veterinary practice or any other professional or healthcare practice of a type in which Franchisor or any of its Affiliates engages, has engaged, or has disclosed to Franchisee an intention to engage, including without limitation any business operated or franchised under the DVMMATCH brand (each, an "**Affiliated Practice Business**"). The restriction in clause (ii) applies within Franchisee's Territory and within any territory in which a Business, a DVMMatch franchise, or any other Affiliated Practice Business is then operating or being established. As used in this Agreement, "**Affiliate**" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with Franchisor.

(b) In addition, for two (2) years after the termination or expiration of this Agreement, Franchisee shall not carry on, be engaged in or advise in the establishment or operation of any business involving or related to the operation of a Business or similar businesses described in section (a) above except (i) pursuant to Franchise Agreements with Franchisor, or (ii) if Franchisee is not then a party to any other Franchise Agreement with Franchisor, only in an area that is at least thirty (30) miles from any territory in which a DDSMATCH Business (including Franchisee's former Business) that is operating or being established. Franchisee agrees and acknowledges that this restriction represents only a limited one on Franchisee's ability to conduct a business and that the purpose of this covenant is not to deprive Franchisee of a means of livelihood, and will not do so, but is rather to protect the goodwill and interest of Franchisor and the System.

(c) Covenants contained in this Section 13 shall be construed as severable and independent and shall be interpreted and applied consistently with the requirements of reasonableness and equity. The period, the geographic area and the scope of the restrictions on Franchisee's activities are divisible so that if any provision of the restrictions is invalid, that provision shall be automatically modified to the extent necessary to make it valid.

(d) Franchisee shall require and obtain execution of agreements similar to those set forth in this Section 13 including agreements applicable upon the termination of a person's relationship with Franchisee that shall be effective for a period of one (1) year after such termination from all officers, directors, and holders of a beneficial interest of ten percent (10%) or more of the equity of any entity directly or indirectly controlling Franchisee if Franchisee is an entity.

All agreements required by this Section 13 shall be in forms satisfactory to Franchisor, including without limitation specific identification of Franchisor as a third-party beneficiary with the independent right to enforce them.

14. ASSIGNMENT; TRANSFER

(a) By Franchisor. This Agreement is fully transferable and assignable by Franchisor, in whole or in part, and shall inure to the benefit of any assignee, transferee or other legal successor to its interest herein.

(b) By Franchisee. The rights granted to Franchisee in this Agreement are personal and Franchisee acknowledges that Franchisor is entering into this Agreement in reliance upon and in consideration of the individual character, skill, attitude, business ability and financial capacity of Franchisee or, if Franchisee is a corporation, partnership, limited liability company or other entity, of its principal owners and officers or partners. Accordingly, Franchisee shall not transfer (as defined below) this Agreement or any interest herein without Franchisor's prior written consent and without offering Franchisor a right of first refusal. Any attempt at a transfer that violates the provisions of this Section shall constitute a material breach of this Agreement and shall convey no right or interest in this Agreement and shall therefore be void. A transfer by an individual franchisee to an entity that is wholly owned by Franchisee and the sole business of which is the operation of the Business shall not be subject to Franchisor's right of first refusal nor shall Franchisee be required to pay the transfer fee set forth below; provided that Franchisee notifies Franchisor in advance of the transfer and provides Franchisor with all documents Franchisor deems necessary or advisable including without limitation, an assumption agreement and personal guaranty by

Franchisee as an individual. Franchisee shall reimburse Franchisor for its expenses in documenting such a transfer.

(i) For purposes hereof, "**transfer**" means any voluntary, involuntary, direct or indirect assignment, sale, division, encumbrance, hypothecation, mortgage, pledge or other transfer by Franchisee, in whole or in part, of any interest in this Agreement, any interest in the Business or more than twenty-five percent (25%) of the ownership of Franchisee (either by one or by a series of transfers), if Franchisee is a corporation, partnership, limited liability company or other entity. "**Transfer**" shall also include, in the event of Franchisee's death or permanent disability, a transfer to the surviving spouse, heirs, estate, executor, administrator, guardian, conservator, or other legal representative of Franchisee (collectively, the "**Survivor**").

(ii) Franchisor may require fulfillment of any or all of the following conditions precedent to the granting of consent to any Transfer:

(A) there shall be no existing default in the performance of Franchisee's obligations under this Agreement or under any other Agreement with Franchisor or any of its affiliates;

(B) the proposed transferee shall be qualified according to Franchisor's then-current standards for new franchisees, and shall have successfully completed Franchisor's initial training program;

(C) the proposed transferee shall have executed Franchisor's then- current standard franchise agreement for a term of years equal to the remaining term of this Agreement, the proposed transferee shall have executed all ancillary agreements then required by Franchisor and all holders of an equity interest in the proposed transferee (if an entity) shall have executed Franchisor's then-current form of Guaranty;

(D) Franchisee shall have paid to Franchisor a transfer fee in the amount of Twenty-Five Thousand Dollars ($25,000);

(E) Franchisee (and its principals if Franchisee is a corporation or other entity) shall have executed a general release in a form acceptable to Franchisor of any and all claims against Franchisor and its officers, directors, employees, affiliates, shareholders, representatives and agents;

(F) any obligations of the transferee to Franchisee shall be subordinated to the transferee's obligations to Franchisor under the franchise agreement it enters into with Franchisor;

(G) if the proposed Transfer is to a business entity, Franchisee must own such business entity, sign a personal service agreement with such business entity, and execute a performance guaranty; and

(H) Franchisee must transfer this Agreement together with all other agreements it has entered into with Franchisor and all rights thereunder to the transferee.

(iii) Franchisor's consent to any transfer shall not constitute a waiver of any claim that Franchisor may have against Franchisee or its owner(s), or of Franchisor's right to demand strict compliance with this Agreement.

(iv) No interest in this Agreement or the Franchise shall be the subject of a lien, security interest or pledge either in favor of Franchisee as part of a transfer of the Franchise, or otherwise.

(c) Right of First Refusal. Franchisee shall provide Franchisor with complete information on the proposed transferee and terms of the transfer. Within sixty (60) days of receipt of the complete information and documents from Franchisee, Franchisor will inform Franchisee (i) whether it will exercise its right of first refusal, and (ii) if not, whether it will consent to the transfer. In the event that Franchisor notifies Franchisee that it will exercise its right of first refusal, except as provided below, Franchisor or its nominee will accept the transfer upon the same terms and conditions as set forth in the instruments and documents which embodied the proposed transfer. Franchisor shall not be required, by exercise of its right of first refusal, to perform obligations of the proposed transferee which are merely incidental to the transfer (e.g., employment agreements in favor of individuals, and brokers or finders' fees to be paid by the proposed transferee to Franchisee or to any principal of Franchisee). Moreover, Franchisor shall have not less than sixty (60) days from the delivery of Franchisor's notice of exercise to consummate the transfer. If Franchisor elects not to exercise its right of first refusal and consents to the proposed transferee, Franchisee may consummate the proposed transfer, but only upon the terms and conditions set forth in the notice submitted to Franchisor.

(d) Death or Permanent Disability. If Franchisee, or the principal of a Franchisee that is not an individual, dies or becomes permanently disabled in a manner that prohibits operation of the Business, the Survivor (in the case of death) or the duly appointed legal representative of Franchisee (in the case of permanent disability) shall, within one hundred twenty (120) days of such death or a medical determination of permanent disability by a licensed physician, either (i) satisfy all of the qualifications then required of franchisees by Franchisor and assume operation of the Business, or (ii) transfer the Franchise Agreement to a transferee approved by Franchisor in accordance with this Section 14, including satisfaction of all conditions set forth in Section 14(b)(ii); provided, however, that (A) the transfer fee otherwise applicable under Section 14(b)(ii)(D) shall be waived in the case of a transfer resulting from death, and (B) Franchisor may, in its sole discretion, waive or modify any other transfer conditions. If the Survivor or representative fails to comply with this Section 14(d) within the time period specified, Franchisor may, in addition to its rights under Section 15, terminate this Agreement upon written notice.

15. OPERATION IN THE EVENT OF ABSENCE, DISABILITY OR DEATH

The parties hereto acknowledge that it is imperative that the Business be operated without any interruption and in a manner that will not cause harm to the Business or the System. In order to ensure such continued operation, in the event that Franchisee is not able to operate the Business by reason of illness, disability, death, or otherwise, and within sixty (60) days of such illness, disability, or death, Franchisee's Survivor, executor, or legal representative has not (i) assumed operation of the Business in compliance with this Agreement, or (ii) commenced transfer of the franchise in accordance with Section 14(d), Franchisee authorizes Franchisor to operate the Business for as long as Franchisor deems necessary and practicable without waiver of any other rights or remedies Franchisor may have under this Agreement (including, without limitation, the right to terminate this Agreement if the requirements of Section 14(d) are not satisfied within the applicable time period). All proceeds from the operation of the Business during such period of operation by Franchisor shall be separately accounted for, and the expenses of the Business, including reasonable compensation and expenses for Franchisor's representative(s), shall be charged to said proceeds. If Franchisor, in its sole discretion, temporarily operates the Business as provided in this Section 15, Franchisee agrees to hold harmless and fully indemnify Franchisor and any representative(s) of Franchisor who may act hereunder.

16. DEFAULT AND TERMINATION

The following provisions are in addition to and not in limitation of any other rights and remedies Franchisor may have at law or in equity, all of which are expressly reserved. The exercise by Franchisor of any right or remedy shall not be deemed an election of remedies.

(a) With Notice and No Opportunity to Cure. This Agreement shall immediately terminate on delivery of notice of termination to Franchisee by Franchisor upon the occurrence of any of the following events, each of which is deemed to be an incurable breach of this Agreement and each of which is deemed to be "good cause." If Franchisee:

(i) becomes insolvent or admits in writing Franchisee's inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, files a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like or if such a petition is filed by a third party, or if an application for a receiver is made by anyone and such petition or application is not resolved favorably to Franchisee within ninety (90) days;

(ii) abandons the Business by failing to operate it for ten (10) consecutive business days or for any shorter period in such circumstances that render reasonable the conclusion that Franchisee does not intend to continue operating the Business, unless such failure is due to disaster or similar reasons beyond Franchisee's control;

(iii) has made any material misrepresentation or omission in the application for the Franchise or in any report that Franchisee submits to Franchisor pursuant to this Agreement;

(iv) is convicted by a trial court of, or pleads no contest to, a felony or other crime or offense or engages in conduct that reflects materially and unfavorably upon the operation and reputation of Franchisor or the System, or if any principal of Franchisee is convicted of or pleads no contest to a felony or other crime or offense or engages in such conduct;

(v) attempts to make or makes an unauthorized assignment, encumbrance or other transfer of Franchisee's rights or obligations under this Agreement;

(vi) is a party to any other agreement with Franchisor or its affiliates that is terminated for Franchisee's breach thereof;

(vii) makes any unauthorized use of the Marks or Trade Secrets or makes any duplication or disclosure of any Trade Secrets including but not limited to any portion of the Operations Manual;

(viii) fails on three (3) or more separate occasions during the term of this Agreement to pay on a timely basis any fees payable hereunder or otherwise fails to comply with this Agreement, whether or not such failures to comply are corrected after notice is delivered to Franchisee and whether or not such failures to comply relate to the same or different requirements of this Agreement;

(ix) shall at any time have the Business or its assets seized, taken over or foreclosed by a government official in the exercise of such official's duties, or by a creditor, lien holder or lessor of Franchisee, or a writ or levy of execution shall issue against the franchise granted hereunder or the goods and chattels of Franchisee;

(x) fails, for a period of three (3) days after notification of non-compliance, to comply with any federal, state or local law or regulations applicable to the operation of the Business;

(xi) intentionally under-reports its Gross Revenues to Franchisor;

(xii) if a judgment against Franchisee in the amount of more than Five Thousand Dollars ($5,000.00) remains unsatisfied (unless an appeal is filed or a supersedeas bond is secured) for a period of more than thirty (30) days;

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

(xiv) if the United States government designates Franchisee or any person affiliated with Franchisee a "specially designated national" or "blocked person."

(b) With Notice and Opportunity to Cure. This Agreement shall terminate upon Franchisee's failure to cure any of the following, each of which is deemed to be "good cause":

(i) non-compliance with any requirement in this Agreement not listed in subsection (a) above or the Operations Manual or prescribed by Franchisor within thirty (30) days after notice thereof is delivered to Franchisee; or

(ii) failure to make payments to Franchisor for any amounts due within five (5) days after notice thereof is delivered to Franchisee.

(c) No Waiver. The description of any default in any notice served upon Franchisee shall in no way preclude Franchisor from specifying additional or supplemental defaults in any action, arbitration, hearing or suit relating to this Agreement or the termination hereof.

(d) Enforcement. Franchisee acknowledges that the decision to enforce or not to enforce compliance with its rules and regulations by other franchisees shall not affect Franchisor's right to enforce such rules and regulations against Franchisee, even under similar circumstances.

17. RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

(a) Payment of Amounts Owed to Franchisor. Franchisee agrees to pay Franchisor immediately after the effective date of termination or expiration of this Agreement, all amounts due to Franchisor and all other amounts owed to Franchisor or its affiliates which are then unpaid.

(b) Marks. After the termination or expiration of this Agreement, Franchisee shall:

(i) not directly or indirectly at any time or in any manner identify Franchisee or any business with which Franchisee is affiliated as a current or former franchisee or licensee of Franchisor, or as otherwise associated with Franchisor, or use any Mark, any imitation thereof or other indicia of the Business in any manner or for any purpose, or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association, or former connection or association, with Franchisor or the System;

(ii) at Franchisor's option, return or destroy (and if destroyed, Franchisee must set forth with particularity in a writing signed by Franchisee or a principal thereof the items destroyed) all supplies bearing any Marks;

(iii) refrain from engaging in a competing business as provided in Section 13 above;

(iv) stop using the Marks and the System and return to Franchisor all copies of the Operations Manual and all other proprietary information, including, without limitation, customer lists;

(v) stop all use of all telephone numbers, facsimile numbers, e-mail addresses, home pages, websites and the like that are associated with the Business and the System and cooperate with Franchisor in causing all applicable telephone companies and other service providers to reassign such numbers and addresses to Franchisor or its nominee including, without limitation, signing telephone transfer forms upon the execution of this Agreement or upon demand by Franchisor for use by Franchisor upon expiration or termination of this Agreement;

(vi) refrain from soliciting clients or personnel of the Business, and turn over all client information and data to Franchisor;

(vii) take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to Franchisee's use of any Marks;

(viii) assist in the smooth transition of the Business to any successor franchisee;

(ix) refrain from making any disparaging comments regarding Franchisor or the System; and

(x) comply with all further requirements set forth in the Operations Manual.

18. UNAVOIDABLE DELAYS

In the event of failure to perform or delays in the performance of any duties hereunder caused by forces not within the reasonable preventive control of the party due to perform, for example (without limitation), government regulations, fire, flood, labor disputes, natural disasters, acts of God, civil disorders, riots, insurrections, work stoppages, slowdowns or disputes, or other similar events, such failures or delays shall not cause a default in said performance, but, in the event of delay, the parties shall extend the time of performance for a period of time equivalent to the length of delay, or for such other reasonable period of time as agreed to between the parties, provided that such extension shall not enlarge or extend the term of Agreement.

19. INVALID OR UNENFORCEABLE PROVISIONS

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

20. RELATIONSHIP BETWEEN PARTIES

Nothing herein contained shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or employment, or a fiduciary relationship, and neither party shall hold itself out as an agent, legal representative, partner, subsidiary, joint venturer, servant or employee of the other party or its affiliate. With respect to all matters pertaining to the operation of the Business, Franchisee is, and shall be, an independent contractor. Neither Franchisor nor Franchisee has the right to bind or obligate the other to any obligations or debts.

It is acknowledged that Franchisee is the independent owner of its business, shall be in full control thereof, and shall conduct such business in accordance with its own judgment and discretion, subject only to the provisions of this Agreement. Franchisee shall conspicuously identify itself as the independent owner of its business and as a franchisee of Franchisor. No party hereto shall be obligated by, or have any liability for, any agreements, representations or warranties made by the other nor shall Franchisor be liable for any damages to any person or property, directly or indirectly, arising out of the operation of Franchisee's business, whether caused by Franchisee's negligent or willful action or failure to act. Neither party shall have liability for any sale, use, excise, income, property or other tax levied upon the business conducted by the other party or in connection with the Franchise.

21. WAIVER

No failure of Franchisor or Franchisee to exercise any power hereunder granted, or to insist on strict compliance by the other with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Waiver by either party of any particular default by the other shall not affect or impair any rights with respect to any subsequent default of the same or of a different nature; nor shall any delay or omission of either party to exercise any rights arising from a default affect or impair any rights as to said default or any subsequent default.

22. NOTICES

All notices hereunder shall be hand delivered or sent by express mail, federal express or air courier or by registered or certified mail to Franchisor and Franchisee at the respective addresses set forth on the first page of this Agreement, unless Franchisor and/or Franchisee shall from time to time change said addresses by written notice to the other as provided herein. Any notice given by registered or certified mail shall be deemed received by the party to whom it is addressed on the third day after such notice is deposited in the United States mail with postage thereon fully prepaid, return receipt requested. Any notice given by express mail, federal express or air courier shall be deemed given the next business day.

23. APPLICABLE LAW

This Agreement shall be governed in all respects and aspects by the laws of the State of Indiana, subject to the Lanham Act (15 U.S.C. 1051 et seq.).

24. RESOLUTION OF DISPUTES

(a) Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (in each case, a "**Dispute**"), the Dispute shall first be submitted to mediation on an expedited basis in Indianapolis, Indiana, administered by the Judicial Arbitration and Mediation Service ("**JAMS**"), or its successor, in accordance with the JAMS rules and procedures then in effect. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested, with the expectation that the first mediation session shall occur within forty-five (45) days of such written request. The party seeking the mediation must submit the following in addition to any demand or filing required by JAMS: a full and specific description of the claim(s) under this Agreement, including, without limitation, an identification of the specific provisions that the other party has breached, documentary evidence of the facts alleged by the complaining party and a declaration under penalty of perjury that all facts stated in the claim and documentation are true and correct and do not fail to state facts known to the complaining party that are material to the determination of the Dispute. The parties will cooperate with JAMS and with one another in selecting a neutral mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The mediator must be a retired judge, or an attorney licensed to practice law in Indiana and experienced in complex commercial transactions. If the parties are unable to select the mediator within ten

(10) business days after receipt of the mediation notice by JAMS, then JAMS shall designate the mediator. The parties covenant that they will (i) participate in the mediation in good faith, (ii) share equally in the costs of the mediator and related JAMS administrative costs, and (iii) pay in advance the estimated reasonable fees and costs of the mediation, as may be specified in advance by the mediator. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any reference, arbitration, litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. In the event it is necessary, any party may file a motion in the State Court in Indianapolis, Indiana, to compel the other party to participate in the mediation and the prevailing party shall be awarded its costs and expenses, including reasonable attorneys' fees in connection with such motion. If the Dispute is not resolved within ten (10) business days after the first mediation session, either party may (i) give written notice to JAMS and the other party that the mediation is terminated and (ii) submit any remaining Disputes to binding arbitration pursuant to Section (b) below.

(b) If the parties are unable to resolve the Dispute pursuant to subsection (a) above, then the parties may submit the Dispute to final and binding arbitration in Indianapolis, Indiana, administered by JAMS, or its successor, in accordance with the rules and procedures of JAMS then in effect. The parties agree that any and all Disputes that are submitted to arbitration in accordance with this Agreement shall be decided by one (1) neutral arbitrator who is a retired judge or attorney licensed to practice law in Indiana who is experienced in complex commercial transactions. If the parties are unable to agree on an arbitrator, JAMS shall designate the arbitrator. The parties will cooperate with JAMS and with one another in selecting the arbitrator and in scheduling the arbitration proceedings in accordance with applicable JAMS procedures. The arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Any party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The party seeking arbitration must submit the following in addition to any demand or filing required by JAMS: a full and specific description of the claim(s) under this Agreement including without limitation an identification of the specific provisions that the other party has breached, documentary evidence of the facts alleged by the complaining party and a declaration under penalty of perjury that all facts stated in the claim and documentation are true and correct and do not fail to state facts known to the complaining party that are material to the determination of the Dispute. Any award issued as a result of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The parties expressly acknowledge and understand that by entering into this Agreement, they each are waiving their respective rights to have any Dispute between the parties hereto adjudicated by a court or by a jury.

(c) The parties recognize that their relationship is unique, and that each franchisee is situated differently from all other franchisees, and that no one franchisee can adequately represent the interest of others. Therefore, the parties agree that any arbitration, suit, action or other legal proceeding shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, consolidated or similar basis.

(d) Where there is more than one agreement in existence between Franchisee and Franchisor, Franchisee agrees that Franchisor has the right to treat a material breach or default of any one agreement between the parties as a material breach or default of all or any of the other agreements between the parties, and any such material breach or default of any one agreement shall be treated, in respect of any of the other agreements, as a material breach or default of each such agreement in accordance with its own terms.

(e) The prevailing party in any legal proceeding will be entitled to recover as an element of such party's cost of arbitration, suit or proceeding, and not as damages, reasonable attorneys' fees to be fixed by the arbitrator. Nothing in this Agreement shall be construed as limiting or precluding either party from bringing any action in any court of competent jurisdiction for injunctive or other extraordinary relief, without the necessity of posting a bond (and if bond shall nevertheless be required, the parties agree that the sum of $100.00 shall be sufficient bond), in connection with the Marks, trade dress, proprietary information or trade secrets. The parties shall have the immediate right to seek such injunctive or other extraordinary relief at any time, including without limitation, during the pendency of arbitration or other proceeding. This covenant shall be independent, severable and enforceable notwithstanding any other rights or remedies which such party may have.

25. TERMINOLOGY

All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section, paragraph, or clause herein may require, as if such word had been fully and properly written in the appropriate number and gender.

26. ENTIRE AGREEMENT

(a) This Agreement and the exhibits attached hereto and incorporated herein, if any, contain the entire agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties hereto other than those set forth and duly executed in writing in this Agreement.

(b) Upon execution of this Agreement by Franchisor, all previous agreements, contracts, arrangements or undertakings of any kind relative to the Franchise granted herein are canceled, and as between the parties hereto, all claims and demands are fully satisfied; provided, however, that this paragraph shall have no effect upon written agreement(s) signed by both parties, whenever executed, except to the extent that such written agreement specifically refers to and modifies or cancels this Agreement. If Franchisee is a corporation, partnership or other entity, those shareholders, partners and other persons owning an interest in such entity shall sign Franchisor's form of confidentiality and non-competition agreement. If Franchisee is a corporation, partnership or other entity, Franchisor will determine which of the shareholders, partners or other principals shall sign Franchisor's form of Guaranty and Assumption of Franchisee's Obligations, in accordance with Franchisor's criteria, set forth on **<u>Exhibit D</u>** attached hereto and incorporated herein.

(c) Franchisee's spouse or, the spouses of all owners of Franchisee if Franchisee is an entity, shall execute a spousal consent in the form attached hereto as **<u>Exhibit B.</u>**

(d) The foregoing provisions notwithstanding, nothing in this or in any related agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee.

27. AMENDMENT OF AGREEMENT

This Agreement shall not be modified or amended except by written agreement executed by both parties hereto. No subsequently published manual or other publication of Franchisor shall materially alter the parties' rights and obligations under this Agreement. Notwithstanding the preceding sentence, Franchisor may unilaterally amend the Operations Manual from time to time.

28. COSTS AND EXPENSES OF ENFORCEMENT

The prevailing party shall recover the reasonable costs and expenses, including reasonable attorneys' fees, incurred by such party in connection with any legal proceeding involving the enforcement of any of the provisions of this Agreement.

29. CAPTIONS

The section headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not be held to expand, modify, amplify, or aid in the interpretation or construction of this Agreement.

30. POWER OF ATTORNEY

Upon expiration or termination of this Agreement for whatever reason, Franchisor may, if Franchisee does not do so, execute in Franchisee's name and on its behalf all documents necessary in Franchisor's judgment to end and cause the discontinuance of Franchisee's use of Marks, trade names, internet domain names, uniform resource locators, website names, web page names, electronic mail designated addresses, other internet addresses, internet user names, keywords, AdWords, search engine metatags and copyrights, and the person serving from time to time as the Secretary of Franchisor is hereby irrevocably nominated, constituted and appointed as Franchisee's attorney-in-fact so to do. Any recipient including the United States Patent and Trademark Office, any internet domain name or other granting, hosting, service providing, or operating authority or entity may accept a notarized or certified true copy of this Agreement as signed by Franchisee as evidence of such power of attorney.

31. FRANCHISEE'S ACKNOWLEDGMENTS

(a) NEITHER FRANCHISEE (INCLUDING, WITHOUT LIMITATION, ANY AND ALL OF ITS DIRECTORS AND OFFICERS, IF ANY), NOR ANY OF ITS AFFILIATES OR THE FUNDING SOURCES FOR EITHER IS A SPECIALLY DESIGNATED NATIONAL OR BLOCKED PERSON. NEITHER FRANCHISEE NOR ANY OF ITS AFFILIATES IS DIRECTLY OR INDIRECTLY OWNED OR CONTROLLED BY THE GOVERNMENT OF ANY COUNTRY THAT IS SUBJECT TO AN EMBARGO BY THE UNITED STATES GOVERNMENT. NEITHER FRANCHISEE NOR ANY OF ITS AFFILIATES IS ACTING ON BEHALF OF A GOVERNMENT OF ANY COUNTRY THAT IS SUBJECT TO SUCH AN EMBARGO. FRANCHISEE FURTHER REPRESENTS AND WARRANTS THAT IT IS IN COMPLIANCE WITH ANY APPLICABLE ANTI-MONEY LAUNDERING LAW, INCLUDING, WITHOUT LIMITATION, THE USA PATRIOT ACT. FRANCHISEE AGREES THAT IT WILL NOTIFY FRANCHISOR IN WRITING IMMEDIATELY UPON THE OCCURRENCE OF ANY EVENT THAT WOULD RENDER THE FOREGOING REPRESENTATIONS AND WARRANTIES OF THIS SECTION INCORRECT.

(b) BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION IN INDIANAPOLIS, INDIANA, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION YOU MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

32. **EFFECTIVE DATE**

This Agreement shall become effective and binding upon execution and delivery by Franchisor.

DATE: ____________________

____
Franchisee (Print Name)

By: ______________________________

Title: ____________________________

DATE:_____________________

DDSmatch Franchise, LLC

By: ______________________________

Title: ____________________________

[Signature page to Franchise Agreement]

EXHIBIT A

Initial Franchise Fee: ___________________________

Territory: ___________________________

EXHIBIT B
SPOUSAL CONSENT

The undersigned each being the spouse of a Franchisee (or the spouse of an owner of Franchisee) hereby states:

1) That he or she has read and understands the Franchise Agreement and the Franchise Disclosure Document; and
2) That he or she consents to the terms and conditions of the Franchise Agreement, including but not limited to those concerning transfer, and
3) That he or she consents to execution of the Franchise Agreement by Franchisee; and
4) That he or she consents to execution of the Guaranty and Assumption of Franchisee's Obligations.

Dated: ____________________ Signature: ______________________________

Print Name: __________________________

EXHIBIT C
INFORMATION REGARDING NON-INDIVIDUAL FRANCHISEES

(1) If Franchisee is a corporation or partnership or other entity, there is set forth below the name, address, title and percentage ownership of each shareholder, partner or member of Franchisee:

NAME	ADDRESS	TITLE	PERCENTAGE OWNERSHIP

(2) If Franchisee is a corporation or limited liability company, there is set forth below the name, address and title of each officer and director or manager of Franchisee:

NAME	ADDRESS	TITLE	PERCENTAGE OWNERSHIP

(3) The address where Franchisee's records are maintained is:

____
____
____

(4) There is set forth below the name, address and title of each of Franchisee's principal officers or partners who will be devoting their full-time efforts to the operation of the franchised business:

NAME	ADDRESS	TITLE	PERCENTAGE OWNERSHIP

DATE: ________________________

____
Name and Title of Person Completing

____
Signature

EXHIBIT D

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Agreement**") with DDSmatch Franchise, LLC ("**Franchisor**") of even date herewith, each of the undersigned hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that ______________ ____________________ ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement; and (2) agrees to be personally bound by and personally liable for the breach of each and every provision in the Agreement, including but not limited to monetary obligations.

Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (4) any right he/she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and demands and legal and equitable defenses to which he/she may be entitled.

Each of the undersigned consents and agrees that: (1) his/her liability under this guaranty shall be joint and several; (2) he/she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) he/she will individually comply with all the provisions and subsections of the Agreement and any renewals and amendments thereto; (4) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (5) such liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may, from time to time, grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall, in any way, modify or amend this guaranty which shall be continuing and irrevocable during the term of the Agreement and thereafter.

If any provision of this Guaranty and Assumption Agreement is deemed to be invalid or inoperative, for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative or if it cannot be so modified, then severed, and the remainder of the Guaranty and Assumption Agreement shall continue in full force and effect as if it had been executed and entered into with the invalid portion so modified or eliminated.

IN WITNESS WHEREOF, each of the undersigned hereto affixed his/her signature effective on the same day and year as the executed Agreement.

GUARANTOR(S)

By: ______________________________ By: ______________________________

Print Name: _______________________ Title: ____________________________

Acknowledged and Agreed as to form: DDSMATCH FRANCHISE, LLC

By: ______________________________

Title: ____________________________

EXHIBIT C
FINANCIAL STATEMENTS

DDSmatch Franchise, LLC

(A Limited Liability Company)

Financial Statements and Independent Auditor's Report

December 31, 2025 and 2024

DDSmatch Franchise, LLC

Table of Contents

SMITH CPA'S & ASSOCIATES

Independent Auditor's Report

To the Management of

DDSmatch Franchise, LLC

Indianapolis, Indiana

Report on the Audit of the Financial Statements

We have audited the financial statements of DDSmatch Franchise, LLC (the Company), which comprise the statements of financial position as of December 31, 2025 and 2024, and the related statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

Opinion

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

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

Other Matter

The financial statements of DDSmatch Franchise, LLC for the year ending December 31, 2024, were audited by Pile CPA's, who expressed an unqualified opinion on those statements on April 28, 2025.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America , and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Shaun Smith

Smith CPA's & Associates
Weston, Florida

March 31, 2026

DDSmatch Franchise, LLC
Statements of Financial Position
As of December 31, 2025 and 2024

	2025	2024
Assets		
Current Assets		
Cash and cash equivalents	$ 18,835	$ 122,436
Prepaid expenses	8,793	13,200
Receivables	14,250	15,000
Total Current Assets	41,878	150,636
Noncurrent Assets		
Property, plant, and equipment	35,153	40,733
Right-of-use assets	69,010	-
Total Noncurrent Assets	104,163	40,733
Total Assets	146,041	191,369
Liabilities & Member's Equity		
Liabilities		
Current liabilities		
Accrued expenses	149,830	88,898
Long term debt, current portion	52,752	15,804
Operating lease current liabilities	30,204	-
Payable to related party	47,000	47,000
Total Current liabilities	279,786	151,702
Noncurrent liabilities		
Long term debt	98,921	105,895
Operating lease long term liabilities	36,996	-
Total Noncurrent liabilities	135,917	105,895
Total Liabilities	415,703	257,597
Member's Equity	(269,662)	(66,228)
Total Liabilities & Member's Equity	$ 146,041	$ 191,369

See accompanying notes to the financial statements

DDSmatch Franchise, LLC
Statements of Operations
For the years ended December 31, 2025 and 2024

		2025		2024
Revenues				
Franchise sales	$	20,000	$	535,013
Royalties		354,800		324,505
Services		844,682		742,083
Total Revenues		1,219,482		1,601,601
Operating expenses				
Amortization and Depreciation		8,653		13,190
Advertising and promotion		279,787		329,281
Bank fees		2,786		13,155
Charitable contributions and donations		3,979		6,153
Communications and information technology		78,647		45,776
Conferences and seminars		160,959		107,906
Consulting fees		4,200		101
Dues and subscriptions		2,661		1,636
Interest expense		17,851		3,403
Internet		1,115		1,111
Leased employee expenses		215,284		182,749
Legal and other professional fees and services		79,500		83,906
Motor vehicle expenses		24,746		170
Office expenses		5,650		7,804
Postage		2,262		187
Rent		13,942		10,313
Taxes and licenses		31		307
Travel, meals and entertainment		35,036		48,176
Telephone		22,418		23,762
Total Operating expenses		959,507		879,086
Net Income Attributable to DDSmatch Franchise, LLC Member	$	259,975	$	722,515

See accompanying notes to the financial statements

DDSmatch Franchise, LLC

Statements of Changes in Member's Equity

For the years ended December 31, 2025 and 2024

		General		Total
Balance at January 1, 2024	$	(7,602)	$	(7,602)
Net income allocation		722,515		722,515
Distributions		(781,141)		(781,141)
Balance at December 31, 2024		(66,228)		(66,228)
Net income allocation		259,975		259,975
Distributions		(463,409)		(463,409)
Balance at December 31, 2025	$	(269,662)	$	(269,662)

See accompanying notes to the financial statements

DDSmatch Franchise, LLC

Statements of Cash Flows

For the years ended December 31, 2025 and 2024

		2025		2024
Cash Flows From Operating Activities				
Net income	$	259,975	$	722,515
Adjustments to Reconcile Net Income to Net Cash Provided by (Used in) Operating Activities				
Depreciation and amortization		8,653		13,190
(Increase) decrease in operating assets, net of effects of businesses acquired				
Accounts receivable		750		(15,000)
Prepaid expenses		4,407		(10,500)
Increase (decrease) in operating liabilities, net of effects of businesses acquired				
Accounts payable and accrued expenses		60,932		20,967
Operating lease obligations		(1,809)		-
Net Cash Provided by Operating Activities		332,908		731,172
Cash Flows from Investing Activities				
Purchase of property, plant, and equipment		(3,073)		(19,094)
Cash Flows from Financing Activities				
Proceeds from long-term debt		29,973		99,158
Proceeds from related party		-		42,000
Distributions		(463,409)		(781,141)
Net Cash Provided by (Used in) Financing Activities		(433,436)		(639,983)
Net Increase (Decrease) in Cash, Cash Equivalents, and Restricted Cash		(103,601)		72,095
Cash, Cash Equivalents, and Restricted Cash at Beginning of Year		122,436		50,341
Cash, Cash Equivalents, and Restricted Cash at End of Year		18,835		122,436
Reconciliation of Cash, Cash Equivalents, and Restricted Cash				
Cash and cash equivalents		18,835		122,436
Supplemental Cash Flow Information				
Cash Paid During the Year for				
Interest paid	$	17,851	$	3,043
Income taxes		-		-

See accompanying notes to the financial statements

DDSmatch Franchise, LLC
Notes to the Financial Statements
For the years ended December 31, 2025 and 2024

1. Nature of Business

DDSmatch Franchise, LLC (the "Company") was formed April 23, 2015 to operate as a franchisor of a dental practice brokerage and consulting service business and operated under its previous name Ignite by DDSmatch, LLC until it changed its name in March 2017. The Company is headquartered in Carmel, Indiana. As of December 31, 2025, 2024, and 2023 there were forty-three (43), forty-two (42) and thirty-nine (39) franchises, respectively.

2. Summary of significant accounting policies

a. Basis of Financial Statement Presentation

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the reporting date and revenues and expenses during the reporting period. Actual results could differ from those estimates.

b. Cash and cash equivalents

For purposes of the statements of financial position and cash flows, the Company considers cash on hand, deposits with banks and short-term investments with original maturities of three months or less to be cash and cash equivalents. The Company maintains cash in depository accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

c. Trade receivables

The Company generally does not require collateral or other security from its customers, although deposits or advance payments may be required prior to placing an order. Amounts deposited are credited against subsequent invoices to those customers who have made deposits.

Trade accounts receivables are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Changes in the valuation allowance have not been material to the financial statements

d. Property, plant and equipment

Property, plant and equipment of the Company are recorded at cost and carried at cost less accumulated depreciation. Items or expenditures adding to the utility and/or life of an existing asset, costing $ 2,500 or more with a useful lifegreater than one (1) year, are capitalized and depreciated over their estimated useful lives. Maintenance, repairs and minor renovations are charged to operations as incurred. When property, plant and equipment are retired or otherwise disposed of, the related costs and accumulated depreciation are removed from their respective accounts, and any gain or loss on the disposition is credited or charged to operations.

The Company provides for depreciation of property and equipment using the straight-line method to amortize costs over estimated useful lives as follows:

Asset class	Estimated Useful Life
Furniture and Office equipment	5 years
Office improvements	7 years

e. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

f. Revenue Recognition

The Company has three primary revenue sources, revenue from the sale of a franchises, recurring royalty and service fees and certain revenue sharing agreements.

Sales of Franchises - Revenues from initial franchise fees are recognized at a point in time when pre-opening services has been completed, which is typically upon execution of the franchise agreement with a franchisee. Franchise fees are recognized at an amount reflecting the consideration the Company is entitled in exchange for the franchise and is specified in each franchisee agreement.

Recurring Royalty and Service Fees - The Company as the franchisor receives royalty fees and fees for software, technology, marketing, and services provided that are recognized monthly at a fixed amount over the term of the related franchise agreement.

g. Incomes Taxes

The Company is a single member LLC and as such is a disregarded entity. The Company's revenues, expenses, and net taxable income is reported on the member's individual income tax returns. Accordingly, the accompanying financial statements do not include any provision for federal or state income taxes.

Generally accepted accounting principles require management to assess the merits of tax positions taken on all open tax years and to disclose any positions that may have an uncertain outcome. Management has evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that would require disclosure or adjustment to the financial statements. The Company has not incurred any interest and penalties associated with these positions, it is their policy to expense them in the statement of income and member equity

h. Start-up Costs

Start-up costs incurred in connection with start-up activities are charged to income as they are incurred.

i. Advertising Costs

The Company does not utilize direct-response advertising methods. Nondirect-response advertising and promotional costs are charged to expense as incurred. Franchisees pay the Company a monthly fee to be used for marketing. Advertising and promotional costs for 2025 and 2024 amounted to $279,787 and $329,281 respectively, net of monthly marketing contributions from franchisees.

j. Leases

The Company adopted the provisions of ASC Topic 842, Leases. The standard requires lessees to recognize most leases on their balance sheets as a right-of-use ("ROU") asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Topic 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. The standard requires a distinction to be made between finance leases and operating leases, with classification affecting the pattern of expense recognition in the income statement.

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease, or implementation date, for existing leases upon the adoption of Topic 842. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. Absent an implicit rate to determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date, or remaining term for leases existing upon the adoption of Topic 842, or uses an incremental borrowing rate.

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

The Company has made an accounting policy election to account for lease and non-lease components in its contracts as a single lease component for its real estate, vehicle and equipment asset classes. The non-lease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

k. Subsequent events

The Company's management has evaluated subsequent events through to March 31, 2026, the date the financial statements were available to be issued. The Company's management is not aware of any matter or circumstances arising since the end of the financial year to the date of this report that could materially impact the financial position or results of operations.

3. Cash and cash equivalents

Description		2025		2024
Cash and cash equivalents				
Checking	$	18,835	$	122,436
Total	$	18,835	$	122,436

4. Property, Plant and Equipment

Description		2025		2024
Office equipment	$	33,051	$	29,978
Office improvements		14,299		14,299
Startup costs		13,689		13,689
Website		33,955		33,955
Accumulated depreciation and amortization		(59,841)		(51,188)
Total	$	35,153	$	40,733

Depreciation and Amortization expense was $8,653 and $13,190 for the years ending December 31, 2025, and 2024, respectively.

5. Accrued expenses

Description		2025		2024
Credit card	$	172,876	$	88,898
Total	$	172,876	$	88,898

6. Payable to related party

At December 31, 2025 and 2024, the Company had a payable to a related company under common ownership of $47,000 and $47,000 respectively for operating capital.

7. Operating lease

a. Nature of lease

The Company leases a vehicle under a non-cancellable operating lease, with a lease term beginning March 1, 2025, through March 1, 2028. Rental expenses for the years ended December 31, 2025, and 2024 were $13,942 and $0 respectively.

Right-of-use assets represent the Company's right to use an underlying asset for the lease term, while lease liabilities represent the Company's obligation to make lease payments arising from the lease. Right-of-use assets and lease liabilities are recognized at the commencement date of a lease based on the net present value of lease payments over the lease term.

b. Right-of-use assets

The Company presents right-of-use assets in the right-of-use assets, net line on the Statements of Financial Position. Right-of-use assets are assessed for impairment in accordance with the Company's long-lived asset policy. The Company reassesses lease classification and remeasures right-of-use assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate new lease or upon certain other events that require reassessment.

c. Significant assumptions and judgments

The Company makes significant assumptions and judgments in evaluating its leases. In particular, the Company:

- Evaluates whether a contract contains a lease by considering factors such as whether the Company obtained substantially all rights to control an identifiable underlying asset and whether the lessor has substantive substitution rights;
- Determines whether contracts contain embedded leases;
- Evaluates leases with similar commencement dates, lengths of term, renewal options or other contract terms, which therefore meet the definition of a portfolio of leases, whether to apply the portfolio approach to such leases;
- Determines for leases that contain a residual value guarantee, whether a payment at the end of the lease term was probable and, accordingly, whether to consider the amount of a residual value guarantee in future lease payments;
- Allocates consideration in the contract between lease and non-lease components;
- Determines the discount rate used to measure the lease liability.

The Company does not have any material leasing transactions with related parties

d. Operating leases

The following table summarizes the lease right-of-use assets and lease liabilities as of December 31, 2025, and 2024:

DDSmatch Franchise, LLC

Notes to the Financial Statements

For the years ended December 31, 2025 and 2024

Description		2025		2024
Right-of-use assets:				
Operating leases	$	69,010	$	-
Total Right-of-use assets:		69,010		-
Lease liabilities:				
Current lease liabilities		30,204		-
Long term lease liabilities		36,996		-
Total	$	67,200	$	-

The following table presents supplemental information related to leases as of December 31, 2025, and 2024:

	2025		2024
Weighted average remaining lease term (in years):			
Operating leases	2.25	$	-

	2025		2024
Weighted average discount rate:			
Operating leases	4.50	$	-

The table below summarizes the Company's scheduled future minimum lease payments for years ending after December 31, 2025:

Description		Operating lease
Years ending:		
2026	$	32,570
2027		32,570
2028		5,428
Total lease payments		70,568
Less: present value discount		(3,368)
Total lease liability		67,200
Less: Current portion		(30,204)
Total Long term lease liability	$	36,996

8. Debt

Description		2025		2024
Star Bank Loan	$	48,085	$	-
Star Bank Loan		103,588		121,699
Total	$	151,673	$	121,699

On October 28, 2024 the Company entered into a loan agreement with STAR Financial Bank providing up to $125,000 of available funds through January 28, 2025. The agreement requires monthly payments of interest only payments starting March 1, 2025 at which time the outstanding balance is payable over sixty (60) monthly installments of principal and interest through February 2030. The loan is secured by substantially all assets of the Company. Draws on the loan were $103,588 and $121,699 as of December 31, 2025 and 2024. The loan bears interest at a fixed rate of 7.00%.

On October 21, 2025 the Company entered into a loan agreement with STAR Financial Bank providing up to $50,000 of available funds through November 1, 2027. The agreement requires monthly payments of interest only payments starting November 1, 2025 at which time the outstanding balance is payable over twenty four (24) monthly installments of principal and interest through November 1, 2027. The loan is secured by substantially all assets of the Company. Draws on the loan were $48,085 and $0 as of December 31, 2025 and 2024. The loan bears interest at a fixed rate of 6.59%.

9. Revenue from Contracts with Customers

The Company recognizes revenue in accordance with Accounting Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

1. Identify the contract with a customer

2. Identify the performance obligations in the contract

3. Determine the transaction price

4. Allocate the transaction price to the performance obligations in the contract

5. Recognize revenue when or as performance obligations are satisfied

The Company's revenue consists of sales of franchises and recurring royalty fees. The Company's products and services are marketed and sold to customers in the United States. The Company's results of operations are substantially affected by economic conditions, which can vary significantly by market and can be impacted by consumer income levels and spending habits.

Nature of products and services:

Sales of Franchises - The Company's franchise agreements include (a) an initial training program, (b) pre-opening assistance, and (c) continuing advice. The franchise fee is due upon signing the franchise agreement. The initial term of each franchise ranges from ten (10) to twenty (20) years with the right to renew. The initial training is required to be completed within 180 days of the signing of the franchise agreement. The Company recognizes revenue at a point in time upon execution of the franchise agreement.

Recurring Royalty and Service Fees - The Company as the franchisor receives royalty fees and fees for software, technology, and marketing that are recognized monthly at a fixed amount over the term of the related franchise agreement.

Transaction Price and Impact of Payment Terms:

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange of transferring goods and services to the customer. Agreement include an initial franchise fee and renewal franchise fees, development and territory fees. The Company does not have any significant financing components as payment is received upon effective date of the franchise agreement. Costs incurred to obtain a contract are expensed as incurred.

Contract Balances:

The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred revenue) also is recorded. The Company does not recognize revenue in advance of the right to invoice and therefore has not recorded a contract asset.

Sales of Franchises - The timing of revenue recognition, billings and cash collections results in accounts receivable (contract assets), and unearned revenue (contract liabilities) on the accompanying Balance Sheets. Generally, billing occurs monthly, subsequent to revenue recognition, resulting in contract assets. However, the Company may bill and receive advances or deposits from customers, particularly on tooling and equipment sales. These assets and liabilities are reported on the accompanying Balance Sheets on a contract-by-contract basis at the end of each reporting period. Changes in the contract asset and liability balances during the years ended December 31, 2025 were not materially impacted by any other factors.

Recurring Royalty and Service Fees - The timing of revenue recognition, billings and cash collections results in trade accounts receivable on the accompanying Balance Sheets. Generally, billing occurs monthly, subsequent to revenue recognition.

10. Franchise Agreement

The franchise agreement ("Agreement") allows the franchisee to operate a dental practice brokerage business under the name DDS Match for an initial term ranging from ten (10) years to twenty (20) years from the date of execution, and subject to compliance with conditions set forth in the Agreement, the franchisee has the option to renew the right to operate its business upon meeting certain requirements. Under the terms of the Agreement, the franchisee is obligated to the following fees:

a) An initial franchise fee, which at December 31, 2025, ranged from $135,000 to $317,500 and is due at the time the Agreement is executed unless other payment terms are arranged. The amount of initial fee is based on the geographical territory the franchisee will operate.

b) A recurring monthly royalty fee ranging from $650 to $950 is due to the franchisor from the franchisee in accordance with the negotiated Agreement.

c) Spend 2% of gross revenues on local advertising efforts.

d) Various software fees ranging from $55 - $95 for use of the designated software or platform for operating the franchise business.

e) A monthly fee of $475 to contribute to digital marketing efforts.

In return for such fees, the Company provides the franchisee a protected territory from other franchisees of the Company, the use of the trademark, initial and ongoing training services, including operational and management support.

The Agreement contains ongoing requirements of the franchisee, including the successful completion of initial training, use of proprietary trademarks, maintenance of confidentiality of the Company's information, marketing and advertising, reporting to the Company, systems requirements, maintenance of insurance as specified, as well as covenants not to compete with other existing franchisees within certain geographical areas for a period of two years after termination of the Agreement.

As of December 31, 2025, the company had a franchisee fee receivable of $14,250 which was subsequently collected in 2026.

As of December 31, 2024, the company had a franchisee fee receivable of $15,000 which was subsequently collected in 2025.

DDSMATCH FRANCHISE, LLC
(A Limited Liability Company)

FINANCIAL REPORT

December 31, 2024

Successfully connecting the dentist's present with their future

DDSMATCH FRANCHISE, LLC

CONTENTS

INDEPENDENT AUDITOR'S REPORT

To the Management of
DDSmatch Franchising, LLC

Opinion

We have audited the financial statements of DDSmatch Franchise, LLC (the "Company"), which comprise the balance sheets as of December 31, 2024 and 2023, the related statements of income and accumulated deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Other Matter

The financial statements of the Company, as of and for the year ended December 31, 2022 was audited by other auditors, whose report, dated May 24, 2023, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

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INDEPENDENT AUDITOR'S REPORT - continued

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Pile CPAs

Indianapolis, Indiana
April 28, 2025

DDSMATCH FRANCHISE, LLC

BALANCE SHEETS
December 31, 2024, 2023 and 2022

	2024	2023	2022
ASSETS			
CURRENT ASSETS			
Cash	$ 122,436	$ 50,341	$ 42,941
Prepaid expenses	13,200	2,700	-
Franchise sales receivable	15,000	-	50,000
TOTAL CURRENT ASSETS	150,636	53,041	92,941
Website development costs, net	-	11,319	22,637
Office equipment/improvements (net of accumulated depreciation of $3,544, $1,672 and $1,144)	40,733	969	1,497
	40,733	12,288	24,134
	$ 191,369	$ 65,329	$ 117,075
LIABILITIES AND MEMBER'S EQUITY (ACCUMULATED DEFICIT)			
CURRENT LIABILITIES			
Accounts payable	$ 88,898	$ 67,931	$ 56,196
Payable to related party	47,000	5,000	-
Current maturities of long-term debt	15,804	-	-
Deposits	-	-	19,188
TOTAL CURRENT LIABILITIES	151,702	72,931	75,384
LONG-TERM LIABILITIES			
Notes payable, less current maturities	105,895	-	-
TOTAL LONG-TERM LIABILITIES	105,895	-	-
MEMBER'S EQUITY (ACCUMULATED DEFICIT)	(66,228)	(7,602)	41,691
	$ 191,369	$ 65,329	$ 117,075

Note: The Franchise Disclosure Document requires that a Balance Sheet be presented for the three most recent fiscal years.

See Notes to Financial Statements.

DDSMATCH FRANCHISE, LLC

STATEMENTS OF INCOME AND ACCUMULATED DEFICIT
Years ended December 31, 2024, 2023 and 2022

	2024	2023	2022
Revenue:			
Franchise sales	$ 535,013	$ 955,908	$ 230,000
Royalties	324,505	274,186	223,850
Services	466,009	169,010	-
	1,325,527	1,399,104	453,850
Expenses:			
Professional fees	83,906	63,290	14,663
Advertising expenses	53,208	154,353	4,790
Conferences and seminars	107,906	-	634
Meals and entertainment	22,307	8,107	12,005
Travel	18,133	7,582	6,660
Office expenses	17,490	25,579	31,062
Telephone	23,762	18,746	12,467
Depreciation and amortization	13,190	11,846	11,846
Contract Labor	-	-	6,728
Leased employee expense	182,749	-	-
Consulting fees	101	4,495	2,000
Computer expenses	47,701	61,282	-
Interest expense	3,403	2,211	-
Other	29,156	4,397	4,875
	603,012	361,888	107,730
NET INCOME	722,515	1,037,216	346,120
MEMBER'S EQUITY (ACCUMULATED DEFICIT)			
Beginning of year	(7,602)	41,691	143,741
Distributions paid	(781,141)	(1,086,509)	(448,170)
End of year	$ (66,228)	$ (7,602)	$ 41,691

Note: The Franchise Disclosure Document requires that a Statement of Operations and Accumulated Deficit be presented for the three most recent fiscal years.

See Notes to Financial Statements.

DDSMATCH FRANCHISE, LLC

STATEMENTS OF CASH FLOWS
Years ended December 31, 2024, 2023 and 2022

	2024	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 722,515	$ 1,037,216	$ 346,120
Adjustments to reconcile net income to net cash used in operating activities:			
Depreciation and amortization	13,190	11,846	11,846
Changes in assets and liabilities:			
Franchise sales receivable	(15,000)	50,000	50,000
Prepaid expenses	(10,500)	(2,700)	-
Accounts payable	20,967	11,735	26,887
Deposits	-	(19,188)	19,188
Net cash provided by operating activities	731,172	1,088,909	454,041
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of property and equipment	(19,094)	-	-
Net cash used in investing activities	(19,094)	-	-
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from related parties	42,000	5,000	-
Proceeds from long-term debt	99,158	-	-
Distributions	(781,141)	(1,086,509)	(448,170)
Net cash used in financing activities	(639,983)	(1,081,509)	(448,170)
Increase (decrease) in cash	72,095	7,400	5,871
CASH			
Beginning	50,341	42,941	37,070
Ending	$ 122,436	$ 50,341	$ 42,941
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION			
Cash payments of interest	$ 3,403	$ 2,211	$ -
SUPPLEMENTAL DISCLOSURES OF NON-CASH OPERATING, INVESTING, AND FINANCING ACTIVITES			
Purchase of property and equipment financed through long term debt	22,541	-	-

Note: The Franchise Disclosure Document requires that a Statement of Cash Flows be presented for the three most recent fiscal years.

See Notes to Financial Statements.

DDSMATCH FRANCHISE, LLC

NOTES TO FINANCIAL STATEMENTS
December 31, 2024

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Business
DDSmatch Franchise, LLC (the "Company") was formed April 23, 2015 to operate as a franchisor of a dental practice brokerage and consulting service business and operated under its previous name Ignite by DDSmatch, LLC until it changed its name in March 2017. The Company is headquartered in Carmel, Indiana. As of December 31, 2024, 2023, and 2022 there were forty-two (42), thirty-nine (39), and thirty-three (33) franchises, respectively.

A summary of the Company's significant accounting policies follows:

A. Cash and Equivalents
For purposes of reporting cash flows, the Company considers all cash accounts that are not subject to withdrawal restrictions or penalties as cash or cash equivalents.

B. Concentrations of Credit Risk
Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and trade accounts receivable.

Cash
The Company maintains its cash balance at a federally insured financial institution. The balance may occasionally exceed federally insured limits.

Trade Receivables
The Company generally does not require collateral or other security from its customers, although deposits or advance payments may be required prior to placing an order. Amounts deposited are credited against subsequent invoices to those customers who have made deposits.

Trade accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Changes in the valuation allowance have not been material to the financial statements.

C. Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES - continued

D. Significant Operating Risks - Economic Dependency

As of December 31, 2024 and for the year ended, one (1) franchisee represented 100% of franchise sales receivable and the Company consummated three (3) new franchisees representing 94% of franchise fees.

For the year ended December 31, 2023 the Company consummated six (6) new franchisees representing 80% of franchise fees.

As of December 31, 2022 and for the year ended, one (1) franchisee represented 100% of franchise fees receivable and the Company consummated two (2) new franchisees representing 100% of franchise fees.

E. Property and Equipment

Property and equipment is stated at cost. Depreciation is computed using the straight-line method. The following are the estimated useful lives used to compute depreciation:

	Years
Furniture and office equipment	5
Office improvements	7

Repairs and maintenance are charged to operations when incurred. Betterments and renewals that extend the useful lives of property and equipment are capitalized. When property and equipment are sold or otherwise disposed of, the asset account and related accumulated depreciation account are reduced, and any gain or loss is included in operations.

F. Website Development Costs

A new website launched at the end of 2021 at which time the Company disposed of the old website and total capitalized costs on the new website began amortizing on a straight-line basis over a three-year estimated useful life. As of December 31, 2024, 2023, and 2022 website development costs are carried at an amortized value of $0, $11,319, and 22,637, respectively. Amortization expense was $11,319, $11,318, and $11,318 for the years ended December 31, 2024, 2023, and 2022, respectively.

G. Private Company Accounting Alternative

The Company has adopted an accounting alternative which permits private companies to not apply variable interest entity guidance to certain commonly controlled entities.

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES - continued

H. Revenue Recognition

The Company has two revenue sources, revenue from the sale of a franchises, and recurring royalty and service fees.

Sales of Franchises - Revenues from initial franchise fees are recognized at a point in time when pre-opening services has been completed, which is typically upon execution of the franchise agreement with a franchisee. Franchise fees are recognized at an amount reflecting the consideration the Company is entitled in exchange for the franchise and is specified in each franchisee agreement.

Recurring Royalty and Service Fees - The Company as the franchisor receives royalty fees and fees for software, technology, marketing, and services provided that are recognized monthly at a fixed amount over the term of the related franchise agreement.

I. Income Taxes

The Company is a single member LLC and as such is a disregarded entity. The Company's revenues, expenses, and net taxable income is reported on the member's individual income tax returns. Accordingly, the accompanying financial statements do not include any provision for federal or state income taxes.

Generally accepted accounting principles require management to assess the merits of tax positions taken on all open tax years and to disclose any positions that may have an uncertain outcome. Management has evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that would require disclosure or adjustment to the financial statements. The Company has not incurred any interest and penalties associated with these positions, it is their policy to expense them in the statement of income and member equity.

J. Reclassifications

Certain prior year balances have been reclassified to conform with current year classifications and presentations.

K. Start-up Costs

Start-up costs incurred in connection with start-up activities are charged to income as they are incurred.

L. Advertising Costs

The Company does not utilize direct-response advertising methods. Nondirect-response advertising and promotional costs are charged to expense as incurred. Franchisees pay the Company a monthly fee to be used for marketing. Advertising and promotional costs for 2024, 2023, and 2022 amounted to $53,208, $154,353, and $4,790, respectively, net of monthly marketing contributions from franchisees.

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES - continued

M. Leases

The Company adopted the provisions of ASC Topic 842, Leases. The standard requires lessees to recognize most leases on their balance sheets as a right-of-use ("ROU") asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Topic 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. The standard requires a distinction to be made between finance leases and operating leases, with classification affecting the pattern of expense recognition in the income statement.

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease, or implementation date, for existing leases upon the adoption of Topic 842. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. Absent an implicit rate to determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date, or remaining term for leases existing upon the adoption of Topic 842, or uses an incremental borrowing rate.

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

The Company has made an accounting policy election to account for lease and non-lease components in its contracts as a single lease component for its real estate, vehicle and equipment asset classes. The non-lease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES - continued

N. Evaluation of Subsequent Events
The Company has evaluated subsequent events through April 28, 2025, which is the date the financial statements were available to be issued.

NOTE 2 RELATED PARTY TRANSACTIONS

Payable to Related Party
At December 31, 2024, the Company has a payable to a related company under common ownership of $47,000 for operating capital.

At December 31, 2023, the Company has a payable to a related company under common ownership of $5,000 for operating capital.

Other
The Company currently has no employees and all services rendered to the franchisees are performed by the owner or by the employees of DDSMatch.com, LLC, which is related through common ownership. During 2024, DDSMatch.com began charging the Company an allocation of employee expenses based on the salaries and time spent on the Company's activities. The amount billed and paid by the Company is presented on the Income Statement under the classification of "Leased employee expense".

NOTE 3 REVENUES FROM CONTRACTS WITH CUSTOMERS

The Company recognizes revenue in accordance with Accounting Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

1 Identify the contract with a customer
2 Identify the performance obligations in the contract
3 Determine the transaction price
4 Allocate the transaction price to the performance obligations in the contract
5 Recognize revenue when or as performance obligations are satisfied

The Company's revenue consists of sales of franchises, and recurring royalty and service fees. The Company's products and services are marketed and sold to customers in the United States. The Company's results of operations are substantially affected by economic conditions, which can vary significantly by market and can be impacted by consumer income levels and spending habits.

NOTE 3 REVENUES FROM CONTRACTS WITH CUSTOMERS - continued

Nature of products and services:

Sales of Franchises - The Company's franchise agreements include (a) an initial training program, (b) pre-opening assistance, and (c) continuing advice. The franchise fee is due upon signing the franchise agreement. The initial term of each franchise ranges from ten (10) to twenty (20) years with the right to renew. The initial training is required to be completed within 180 days of the signing of the franchise agreement. The Company recognizes revenue at a point in time upon execution of the franchise agreement.

Recurring Royalty and Service Fees - The Company as the franchisor receives royalty fees and fees for software, technology, marketing, and services provided that are recognized monthly at a fixed amount over the term of the related franchise agreement.

As discussed previously, revenue from initial training programs, pre-opening assistance, and other services provided are recorded at a point in time. Total revenue recognized at a point in time and over time was as follows for the years ended December 31, 2024, 2023, and 2022.

	2024	2023	2022
Revenue recognized at a point in time	$ 1,325,527	$ 1,399,104	$ 453,850

Transaction Price and Impact of Payment Terms:

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange of transferring goods and services to the customer. Agreement include an initial franchise fee and renewal franchise fees, development and territory fees. The Company does not have any significant financing components as payment is received upon effective date of the franchise agreement. Costs incurred to obtain a contract are expensed as incurred.

Contract Balances:

The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred revenue) also is recorded. The Company does not recognize revenue in advance of the right to invoice and therefore has not recorded a contract asset. Opening and closing balances for 2024, 2023, and 2022 were as follows:

Sales of Franchises - The timing of revenue recognition, billings and cash collections results in accounts receivable (contract assets), and unearned revenue (contract liabilities) on the accompanying Balance Sheets. Generally, billing occurs monthly, subsequent to revenue recognition, resulting in contract assets. However, the Company may bill and receive advances or deposits from customers. These assets and liabilities are reported on the accompanying Balance Sheets on a contract-by-contract basis at the end of each reporting period. Changes in the contract asset and liability balances during the years ended December 31, 2024, 2023, and 2022 were not materially impacted by any other factors.

NOTE 3 REVENUES FROM CONTRACTS WITH CUSTOMERS - continued

Opening and closing balances related to franchise sales contracts with customers accounted for under ASC 606 were:

	2024	2023	2022	2021
Franchise sales receivable	$ 15,000	$ -	$ 50,000	$ 50,000

Recurring Royalty and Service Fees - The timing of revenue recognition, billings and cash collections results in trade accounts receivable on the accompanying Balance Sheets. Generally, billing occurs monthly, subsequent to revenue recognition.

Opening and closing receivables balances related to services provided to customers accounted for under ASC 606 were:

	2024	2023	2022	2021
Trade accounts receivable	$ -	$ -	$ -	$ -

Opening and closing balances in unearned revenue related to contracts with customers as of December 31, 2024, 2023 and 2022 were:

	2024	2023	2022	2021
Deposits	$ -	$ -	$ 19,188	$ -

NOTE 4 RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

In June 2016, the FASB issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the company that are subject to the guidance in FASB ASC 326 were trade accounts and franchise sales receivable.

The Company adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the financial statements.

DDSMATCH FRANCHISE, LLC

NOTES TO FINANCIAL STATEMENTS
December 31, 2024

NOTE 5 FRANCHISE AGREEMENT

The franchise agreement ("Agreement") allows the franchisee to operate a dental practice brokerage business under the name DDSmatch for an initial term ranging from ten (10) years to twenty (20) years from the date of execution, and subject to compliance with conditions set forth in the Agreement, the franchisee has the option to renew the right to operate its business upon meeting certain requirements.

Under the terms of the Agreement, the franchisee is obligated to the following fees:

a. An initial franchise fee, which at December 31, 2024, ranged from $135,000 to $317,500 and is due at the time the Agreement is executed unless other payment terms are arranged. The amount of initial fee is based on the geographical territory the franchisee will operate.

b. A recurring monthly royalty fee ranging from $650 to $950 is due to the franchisor from the franchisee in accordance with the negotiated Agreement.

c. Spend 2% of gross revenues on local advertising efforts.

d. Various software fees ranging from $55 - $95 for use of the designated software or platform for operating the franchise business.

e. A monthly fee of $475 to contribute to digital marketing efforts.

In return for such fees, the Company provides the franchisee a protected territory from other franchisees of the Company, the use of the trademark, initial and ongoing training services, including operational and management support.

The Agreement contains ongoing requirements of the franchisee, including the successful completion of initial training, use of proprietary trademarks, maintenance of confidentiality of the Company's information, marketing and advertising, reporting to the Company, systems requirements, maintenance of insurance as specified, as well as covenants not to compete with other existing franchisees within certain geographical areas for a period of two years after termination of the Agreement.

As of December 31, 2022, the company had a franchisee fee receivable of $50,000. During the year ended December 31, 2023 the remaining $50,000 was received.

As of December 31, 2024, the company had a franchisee fee receivable of $15,000 which was subsequently collected in 2025.

NOTE 6 LONG-TERM DEBT

On October 28, 2024 the Company entered into a loan agreement with STAR Financial Bank providing up to $125,000 of available funds through January 28, 2025. The agreement requires monthly payments of interest only payments starting March 1, 2025 at which time the outstanding balance is payable over sixty (60) monthly installments of principal and interest through February 2030. The loan is secured by substantially all assets of the Company. Draws on the loan were $121,699 as of December 31, 2024. The loan bears interest at a fixed rate of 7.00%.

Future annual principal payments, based on the principal balance outstanding and prime interest rate at December 31, 2024, are as follows:

Year ending December 31		
2025	$	15,804
2026		23,083
2027		24,752
2028		26,541
2029		28,460
2030 and thereafter		3,059
		121,699

Total interest expense on the loan debt was $520 for 2024.

NOTE 7 DEBT GUARANTEES OF RELATED PARTIES

The Company has agreed to guarantee a term loan and a vehicle loan of DVMmatch, LLC, a related party through common ownership. The Company may be required to perform on the guarantee only in the event of nonpayment of the debt by DVMmatch, LLC. Management evaluates the Company's exposure to loss at each balance sheet date and provides accruals for such as determined necessary. There was no accrual recorded at December 31, 2024 or 2023 related to these guarantees. The Company has recourse only to the general credit of DVMmatch, LLC should the Company be required to perform under the guarantee. The actual related company term loan and vehicle loan balances outstanding were $92,280, $49,997, and $44,448 as of December 31, 2024, 2023 and 2022, respectively.

DDSMATCH FRANCHISE, LLC
(A Limited Liability Company)

FINANCIAL REPORT

December 31, 2023

ddsmatch.com

Successfully connecting the dentist's present with their future

DDSMATCH FRANCHISE, LLC

Pile CPAs

Integrity Innovation since 1930

CONTENTS

INDEPENDENT AUDITOR'S REPORT

To the Management of
ddsmatch Franchising, LLC

Opinion

We have audited the financial statements of DDSmatch Franchise, LLC (the "Company"), which comprise the balance sheet as of December 31, 2023, the related statement of income and accumulated deficit, and cash flows for the year then ended December 31, 2023, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Other Matter

The financial statements of the Company, as of and for the years ended December 31, 2022 and 2021, were audited by other auditors, whose report, dated May 24, 2023, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

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www.pilecpas.com

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Pile CPAs

Indianapolis, Indiana
April 11, 2024

DDSMATCH FRANCHISE, LLC

BALANCE SHEETS
December 31, 2023, 2022 and 2021

	2023	2022	2021
ASSETS			
CURRENT ASSETS			
Cash	$ 50,341	$ 42,941	$ 37,070
Prepaid expenses	2,700	-	-
Accounts receivable	-	50,000	50,000
TOTAL CURRENT ASSETS	53,041	92,941	87,070
Franchise fees receivable	-	-	50,000
Website development costs, net	11,319	22,637	33,955
Office equipment (net of accumulated depreciation of $2,641, $1,144 and $616	969	1,497	2,025
	$ 65,329	$ 117,075	$ 173,050
LIABILITIES AND MEMBER'S EQUITY			
CURRENT LIABILITIES			
Accounts payable	$ 67,931	$ 56,196	$ 29,309
Payable to related party	5,000	-	-
Deposits	-	19,188	-
TOTAL CURRENT LIABILITIES	72,931	75,384	29,309
MEMBER EQUITY (ACCUMULATED DEFICIT)	(7,602)	41,691	143,741
	$ 65,329	$ 117,075	$ 173,050

Note: The Franchise Disclosure Document requires that a Balance Sheet be presented for the three most recent fiscal years.

See Notes to Financial Statements.

DDSMATCH FRANCHISE, LLC

STATEMENTS OF INCOME AND ACCUMULATED DEFICIT

Years ended December 31, 2023, 2022 and 2021

	2023	2022	2021
Revenue:			
Franchise fees	$ 1,124,918	$ 230,000	$ 375,000
Royalties	274,186	223,850	197,550
Other	-	-	39,000
	1,399,104	453,850	611,550
Expenses:			
Professional fees	63,290	14,663	37,634
Advertising expenses	154,353	4,790	9,912
Conferences and seminars	-	634	-
Meals and entertainment	8,107	12,005	4,643
Travel	7,582	6,660	6,299
Office expenses	25,579	31,062	8,677
Telephone	18,746	12,467	13,263
Depreciation and amortization	11,846	11,846	3,278
Contract Labor	-	6,728	-
Consulting fees	4,495	2,000	-
Computer expenses	61,282	-	-
Interest expense	2,211	-	-
Other	4,397	4,875	217
	361,888	107,730	83,923
NET INCOME	1,037,216	346,120	527,627
MEMBER EQUITY (ACCUMULATED DEFICIT)			
Beginning of year	41,691	143,741	(9,786)
Distributions paid	(1,086,509)	(448,170)	(374,100)
End of year	$ (7,602)	$ 41,691	$ 143,741

Note: The Franchise Disclosure Document requires that a Statement of Operations and Accumulated Deficit be presented for the three most recent fiscal years.

See Notes to Financial Statements.

DDSMATCH FRANCHISE, LLC

STATEMENTS OF CASH FLOWS

Years ended December 31, 2023, 2022 and 2021

	2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 1,037,216	$ 346,120	$ 527,627
Adjustments to reconcile net income to net cash used in operating activities:			
Depreciation and amortization	11,846	11,846	3,278
Changes in assets and liabilities:			
Franchise fees receivable	50,000	50,000	(100,000)
Prepaid expenses	(2,700)	-	-
Accounts payable	11,735	26,887	23,946
Deposits	(19,188)	19,188	-
Deposits for website development	-	-	(39,000)
Accrued expenses	-	-	(3,229)
Net cash provided by operating activities	1,088,909	454,041	412,622
CASH FLOWS FROM INVESTING ACTIVITIES			
Website development expenditures	-	-	(17,955)
Net cash used in investing activities	-	-	(17,955)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from related parties	5,000	-	-
Distributions	(1,086,509)	(448,170)	(374,100)
Net cash used in financing activities	(1,081,509)	(448,170)	(374,100)
Increase (decrease) in cash	7,400	5,871	20,567
CASH			
Beginning	42,941	37,070	16,503
Ending	$ 50,341	$ 42,941	$ 37,070
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION			
Cash payments of interest	$ 2,211	$ -	$ -

Note: The Franchise Disclosure Document requires that a Statement of Cash Flows be presented for the three most recent fiscal years.

See Notes to Financial Statements.

DDSMATCH FRANCHISE, LLC

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Business
DDSmatch Franchise, LLC (the "Company") was formed April 23, 2015 to operate as a franchisor of a dental practice brokerage and consulting service business and operated under its previous name Ignite by DDSmatch, LLC until it changed its name in March 2017. The Company is headquartered in Carmel, Indiana. As of December 31, 2023, 2022, and 2021 there were thirty-nine (39), thirty-three (33), and thirty-one (31) franchises, respectively.

A summary of the Company's significant accounting policies follows:

A. Cash and Equivalents
For purposes of reporting cash flows, the Company considers all cash accounts that are not subject to withdrawal restrictions or penalties as cash or cash equivalents.

B. Concentrations of Credit Risk
Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and trade accounts receivable.

Cash
The Company maintains its cash balance at a federally insured financial institution. The balance may occasionally exceed federally insured limits.

Trade Receivables
The Company generally does not require collateral or other security from its customers, although deposits or advance payments may be required prior to placing an order. Amounts deposited are credited against subsequent invoices to those customers who have made deposits.

Trade accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectable amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Changes in the valuation allowance have not been material to the financial statements.

C. Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

DDSMATCH FRANCHISE, LLC

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES - continued

D. Significant Operating Risks - Economic Dependency
For the year ended December 31, 2023 the Company consummated six (6) new franchisees representing 80% of franchise fees.

As of December 31, 2022 and for the year ended, one (1) franchisee represented 100% of franchise fees receivable and the Company consummated two (2) new franchisees representing 100% of franchise fees.

As of December 31, 2021 and for the year ended, one (1) franchisee represented 100% of franchise receivable and the Company consummated three (3) new franchisees representing 100% of franchise fees.

E. Property and Equipment
Property and equipment is stated at cost. Depreciation is computed using the straight-line method. The following are the estimated useful lives used to compute depreciation:

	Years
Furniture and office equipment	5

Maintenance, repairs, and minor improvements are expensed as incurred.

F. Website Development Costs
A new website launched at the end of 2021 at which time the Company disposed of the old website and total capitalized costs on the new website began amortizing on a straight-line basis over a three-year estimated useful life. As of December 31, 2023, 2022, and 2022 website development costs are carried at an amortized value of $11,319, $22,637, and 33,955, respectively. Amortization expense was $11,318, $11,318, and $2,750 for the years ended December 31, 2023, 2022, and 2021, respectively.

G. Private Company Accounting Alternative
The Company has adopted an accounting alternative which permits private companies to not apply variable interest entity guidance to certain commonly controlled entities.

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES - continued

H. Revenue Recognition

The Company has two revenue sources, revenue from the sale of a franchise and recurring royalty fees.

Sales of Franchises - Revenues from initial franchise fees are recognized at a point in time when pre-opening services has been completed, which is typically upon execution of the franchise agreement with a franchisee. Franchise fees are recognized at an amount reflecting the consideration the Company is entitled in exchange for the franchise and is specified in each franchisee agreement.

Recurring Royalty and Service Fees - The Company as the franchisor receives royalty fees and fees for software, technology, and marketing that are recognized monthly at a fixed amount over the term of the related franchise agreement.

I. Income Taxes

The Company is a single member LLC and as such is a disregarded entity. The Company's revenues, expenses, and net taxable income is reported on the member's individual income tax returns. Accordingly, the accompanying financial statements do not include any provision for federal or state income taxes.

Generally accepted accounting principles require management to assess the merits of tax positions taken on all open tax years and to disclose any positions that may have an uncertain outcome. Management has evaluated the Company's tax positions and concluded that the Company had taken no uncertain tax positions that would require disclosure or adjustment to the financial statements. The Company has not incurred any interest and penalties associated with these positions, it is their policy to expense them in the statement of income and member equity.

J. Reclassifications

Certain prior year balances have been reclassified to conform with current year classifications and presentations.

K. Start-up Costs

Start-up costs incurred in connection with start-up activities are charged to income as they are incurred.

L. Advertising Costs

The Company does not utilize direct-response advertising methods. Nondirect-response advertising and promotional costs are charged to expense as incurred. Franchisees pay the Company a monthly fee to be used for marketing. Advertising and promotional costs for 2023, 2022, and 2021 amounted to $154,353, $4,790, and $9,912, respectively, net of monthly marketing contributions from franchisees..

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES - continued

M. Leases

Effective January 1, 2022, the Company adopted the provisions of ASC Topic 842, Leases. The standard requires lessees to recognize most leases on their balance sheets as a right-of-use ("ROU") asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Topic 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. Similar to the previous lease guidance, the standard retains a distinction between finance leases (similar to capital leases in Topic 840, Leases) and operating leases, with classification affecting the pattern of expense recognition in the income statement. The Company adopted Topic 842, Leases, on January 1, 2022, using the optional transition method as provided by ASU No. 2018-11, which eliminates the requirement to restate the prior-period financial statements. Under this transition provision, the Company has applied Topic 842 to reporting periods beginning on January 1, 2022, while prior periods continue to be reported and disclosed in accordance with the Company's historical accounting treatment under ASC Topic 840, Leases.

The Company elected the "package of practical expedients" under the transition guidance within Topic 842, in which the Company does not reassess (1) the historical lease classification, (2) whether any existing contracts at transition are or contain leases, or (3) the initial direct costs for any existing leases. The Company has not elected to adopt the "hindsight" practical expedient, and therefore will measure the ROU asset and lease liability using the remaining portion of the lease term upon adoption of ASC 842 on January 1, 2022.

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease, or January 1, 2022, for existing leases upon the adoption of Topic 842.

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES - continued

M. Leases - continued
The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. Absent an implicit rate to determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date, or remaining term for leases existing upon the adoption of Topic 842, or uses an incremental borrowing rate.

The Company has made an accounting policy election to account for lease and non-lease components in its contracts as a single lease component for its real estate, vehicle and equipment asset classes. The non-lease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

The Company adopted the standard for the year ended December 31, 2022, but since no lease arrangements were identified where the Company was the lessee or lessor, there were no right-of-use assets or lease liabilities recorded.

N. Evaluation of Subsequent Events
The Company has evaluated subsequent events through April 11, 2024, which is the date the financial statements were available to be issued.

NOTE 2 RELATED PARTY TRANSACTIONS

Payable to Related Party
At December 31, 2023, the Company has a payable to a related company under common ownership of $5,000 for operating capital.

Other
The Company currently has no employees and all services rendered to the franchisees are performed by the owner or Companies related under common ownership.

DDSMATCH FRANCHISE, LLC

NOTES TO FINANCIAL STATEMENTS
December 31, 2023

NOTE 3 REVENUES FROM CONTRACTS WITH CUSTOMERS

The Company recognizes revenue in accordance with Accounting Standards Codification ("ASC") Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows:

1. Identify the contract with a customer
2. Identify the performance obligations in the contract
3. Determine the transaction price
4. Allocate the transaction price to the performance obligations in the contract
5. Recognize revenue when or as performance obligations are satisfied

The Company's revenue consists of sales of franchises and recurring royalty fees. The Company's products and services are marketed and sold to customers in the United States. The Company's results of operations are substantially affected by economic conditions, which can vary significantly by market and can be impacted by consumer income levels and spending habits.

Nature of products and services:

Sales of Franchises - The Company's franchise agreements include (a) an initial training program, (b) pre-opening assistance, and (c) continuing advice. The franchise fee is due upon signing the franchise agreement. The initial term of each franchise ranges from ten (10) to twenty (20) years with the right to renew. The initial training is required to be completed within 180 days of the signing of the franchise agreement. The Company recognizes revenue at a point in time upon execution of the franchise agreement.

Recurring Royalty and Service Fees - The Company as the franchisor receives royalty fees and fees for software, technology, and marketing that are recognized monthly at a fixed amount over the term of the related franchise agreement.

As discussed previously, revenue from initial training programs, pre-opening assistance, and other services provided are recorded at a point in time. Total revenue recognized at a point in time and over time was as follows for the years ended December 31, 2023, 2022, and 2021.

	2023	2022	2021
Revenue recognized at a point in time	$ 1,399,104	$ 453,850	$ 611,550

Transaction Price and Impact of Payment Terms:

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange of transferring goods and services to the customer. Agreement include an initial franchise fee and renewal franchise fees, development and territory fees. The Company does not have any significant financing components as payment is received upon effective date of the franchise agreement. Costs incurred to obtain a contract are expensed as incurred.

NOTE 3 REVENUES FROM CONTRACTS WITH CUSTOMERS - continued

Contract Balances:

The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred revenue) also is recorded. The Company does not recognize revenue in advance of the right to invoice and therefore has not recorded a contract asset. Opening and closing balances for 2023, 2022, and 2021 were as follows:

Sales of Franchises - The timing of revenue recognition, billings and cash collections results in accounts receivable (contract assets), and unearned revenue (contract liabilities) on the accompanying Balance Sheets. Generally, billing occurs monthly, subsequent to revenue recognition, resulting in contract assets. However, the Company may bill and receive advances or deposits from customers. These assets and liabilities are reported on the accompanying Balance Sheets on a contract-by-contract basis at the end of each reporting period. Changes in the contract asset and liability balances during the years ended December 31, 2023, 2022, and 2021 were not materially impacted by any other factors.

Opening and closing balances related to franchise sales contracts with customers accounted for under ASC 606 were:

	2023	2022	2021	2020
Franchise fees receivable	$ -	$ -	$ 50,000	$ -

Recurring Royalty and Service Fees - The timing of revenue recognition, billings and cash collections results in trade accounts receivable on the accompanying Balance Sheets. Generally, billing occurs monthly, subsequent to revenue recognition.

Opening and closing receivables balances related to services provided to customers accounted for under ASC 606 were:

	2023	2022	2021
Trade accounts receivable	$ -	$ -	$ -

Opening and closing balances in unearned revenue related to contracts with customers as of December 31, 2023 and 2022 were:

	2023	2022	2021
Deposits	$ -	$ 19,188	$ -

NOTE 4 RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, Topic 842, Leases. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and corresponding lease liability on the balance sheet at the date of the lease commencement. Leases are classified as either finance or operating, and this distinction is relevant for the pattern of expense recognition in the statement of income. This standard was adopted for the Company for the year ending December 31, 2022.

In June 2016, the FASB issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the company that are subject to the guidance in FASB ASC 326 were trade accounts receivable.

The Company adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the financial statements.

NOTE 5 FRANCHISE AGREEMENT

The franchise agreement ("Agreement") allows the franchisee to operate a dental practice brokerage business under the name DDSmatch for an initial term ranging from ten (10) years to twenty (20) years from the date of execution, and subject to compliance with conditions set forth in the Agreement, the franchisee has the option to renew the right to operate its business upon meeting certain requirements.

Under the terms of the Agreement, the franchisee is obligated to the following fees:

a. An initial franchise fee, which at December 31, 2023, ranged from $135,000 to $317,500 and is due at the time the Agreement is executed unless other payment terms are arranged. The amount of initial fee is based on the geographical territory the franchisee will operate.

b. A recurring monthly royalty fee ranging from $650 to $950 is due to the franchisor from the franchisee in accordance with the negotiated Agreement.

c. Spend 2% of gross revenues on local advertising efforts.

d. Various software fees ranging from $55 - $95 for use of the designated software or platform for operating the franchise business.

e. A monthly fee of $475 to contribute to digital marketing efforts.

NOTE 5 FRANCHISE AGREEMENT - continued

In return for such fees, the Company provides the franchisee a protected territory from other franchisees of the Company, the use of the trademark, initial and ongoing training services, including operational and management support.

The Agreement contains ongoing requirements of the franchisee, including the successful completion of initial training, use of proprietary trademarks, maintenance of confidentiality of the Company's information, marketing and advertising, reporting to the Company, systems requirements, maintenance of insurance as specified, as well as covenants not to compete with other existing franchisees within certain geographical areas for a period of two years after termination of the Agreement.

At December 31, 2021, the Company had a franchise fee receivable of $100,000 due from one franchisee. At December 31, 2022, the remaining franchise fee receivable from this franchisee was $50,000. During the year ended December 31, 2023 the remaining $50,000 was received and no further receivables were outstanding.

EXHIBIT D
OPERATIONS MANUAL TABLE OF CONTENTS

Successfully connecting the dentist's present with their future

OPERATIONS MANUAL

Table of Contents

TOTAL NUMBER OF PAGES: 9

EXHIBIT E
STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

California Department of Business Oversight One Sansome Street, Suite 600 San Francisco, California 94104 Department of Business Oversight 320 W. 4th Street, Suite 750 Los Angeles, California 90013 Department of Business Oversight 1515 K. Street, Suite 200 Sacramento, California 95814 (866) 275-2677 Toll Free	Nebraska Nebraska Department of Banking and Finance Commerce Court 1230 O Street, Suite 400 Lincoln, Nebraska 68509
Connecticut Connecticut Banking Commissioner Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103	New York NYS Department of Law Investor Protection Bureau 28 Liberty St., 21st Floor New York, New York 10005 212-416-8285
Florida Division of Consumer Services Attn: Business Opportunities 2005 Apalachee Parkway Tallahassee, Florida 32399-6500	North Carolina Secretary of State Securities Division 300 North Salisbury Street, Suite 100 Raleigh, North Carolina 27603-5909
Hawaii Commissioner of Securities Department of Commerce & Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	North Dakota North Dakota Securities Department 600 East Boulevard Avenue State Capitol – 5th Floor Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
Illinois Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Rhode Island Department of Business Regulation JOHN O. PASTORE COMPLEX 1511 Pontiac Avenue Bldg. 69, First Floor Cranston, Rhode Island 02920

Indiana Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204	South Carolina Office of the Secretary of State 1205 Pendleton Street Edgar Brown Building, Suite 525 Columbia, South Carolina 29201
Kentucky Office of the Attorney General Consumer Protection Division Attn: Business Opportunity 1024 Capital Center Drive Frankfort, Kentucky 40601-8204	South Dakota Department of Labor and Regulation Division of Securities 124 Euclid, Suite 104 Pierre, South Dakota 57501
Maine Department of Professional and Financial Regulations Bureau of Banking Securities Division 121 Statehouse Station Augusta, Maine 04333	Texas Office of the Secretary of State Statutory Document Section 1019 Brazos Street Austin, Texas 78701
Maryland Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202	Utah Utah Department of Commerce Division of Consumer Protection 160 East Three Hundred South P.O. Box 146704 Salt Lake City, Utah 84114-6704
Michigan Department of the Attorney General Consumer Protection Division, Franchise Section 525 Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933	Virginia State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 East Main Street Richmond, Virginia 23219
Minnesota Minnesota Department of Commerce Commissioner of Commerce 85 7th Place East, Suite 600 St. Paul, Minnesota 55101	Washington Department of Financial Institutions Securities Division 150 Israel Road Southwest Olympia, Washington 98501

	<u>Wisconsin</u> Division of Securities Department of Financial Institutions 345 West Washington Avenue Madison, Wisconsin 53703

EXHIBIT F
STATE ADDENDA

STATE ADDENDA

The following modifications are to the DDSmatch Franchise, LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Disclosure Document and Franchise Agreement.

CALIFORNIA

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

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

2. Section 31125 of the California Corporations Code requires us to give you a Disclosure Document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

Neither the franchisor, any person or franchise broker in ITEM 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in the association or exchange.

3. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

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

4. The following is added to the end of the "Summary" sections of Item 17(h), entitled "**Cause defined - non-curable defaults**":

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

5. The following is added to the end of the "Summary" sections of Item 17(r), entitled "**Non-competition covenants after the franchise is terminated or expired**":

> The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

6. The following is added to the end of the "Summary" section of Item 17(v), entitled "**Choice of forum**":

> The Franchise Agreement requires litigation to be conducted in a court

> located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

7. The following is added to the end of the "Summary" section of Item 17(w), entitled "**Choice of Law**":

> The Franchise Agreement requires application of the laws of a state other than the State of California. This provision might not be enforceable under California law.

The following URL address is for the franchisor's website: https://ddsmatch.com/. FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement is agreed to this_____day of__, 20____, is by and between DDSmatch Franchise, LLC and _________________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-31516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Agreement is amended as follows:

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

- Section 6(a) of the Franchise Agreement is revised to include the following:

  > Franchisee's payment of the initial franchise fee will be deferred until Franchisor has met all of its initial obligations to Franchisee, and Franchisee has commenced doing business.

- Section 16, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

- Section 13(b) contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

- The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

- The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law.

- Section 24 requires binding arbitration. The arbitration will occur at the forum indicated in Section 24 (Binding Arbitration), with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the State of California.

2. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to CA Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ________________________________	By: ____
Name: _____________________________	Name: _____________________________________
Title: ______________________________	Title: ______________________________________

HAWAII

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

1. The following list reflects the status of our franchise registrations in the states that have franchise registration and/or disclosure laws:

- This registration is not currently effective in any state.
- This proposed registration is on file with or will shortly be on file with the State of Indiana.
- There are no states that have refused, by order or otherwise, to register these franchises.
- There are no states that have revoked or suspended the right to offer these franchises.

2. You must sign a general release if you renew or transfer your franchise. This release shall exclude claims arising under the Hawaii Franchise Investment Law.

3. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

4. The following is added to the end of the "Summary" sections of Item 17(h), entitled "**Cause defined - non-curable defaults**":

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

5. The Receipt Pages are amended to add the following:

> THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.
>
> THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE

EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF HAWAII

This Addendum to the Franchise Agreement is agreed to this_____day of_________, 20____, is by and between DDSmatch Franchise, LLC and ______________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.*, the Agreement is amended as follows:

- The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Agreement contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

- Sections 5(e) and 14(b) require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise; such release shall exclude claims arising under the Hawaii Franchise Investment Law.

- Section 16, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to HI Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ________________________________	By: _____________________________________
Name: _____________________________	Name: ___________________________________
Title: ______________________________	Title: ____________________________________

ILLINOIS

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS

1. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> The conditions under which a franchise can be terminated and your rights upon non-renewal, as well as the application by which you must bring any claims, may be affected by Sections 705/19 and 20 of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19 and 705/20.

2. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> Any provision in the Franchise Agreement requiring a general release is void if the provision requires a waiver of compliance with the Illinois Franchise Disclosure Act.

3. The following is added to the end of the "Summary" section of Item 17(v), entitled "**Choice of forum**":

> The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

4. The following is added to the end of the "Summary" section of Item 17(w), entitled "**Choice of Law**":

> For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Franchise Disclosure Act, 815 ILCS 705 governs.

5. Item 5, Initial Fees, is revised to include the following:

> Your payment of the initial franchise fee will be deferred until we have met all of our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Illinois Attorney General's Office due to our financial status.

6. Item 7, Estimated Initial Investment, is revised to include the following:

> Your payment of the initial franchise fee will be deferred until we have met all of our initial obligations to you, and you have commenced doing business.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

This Addendum to the Franchise Agreement is agreed to this_____day of_________, 20____, is by and between DDSmatch Franchise, LLC and ______________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Agreement is amended as follows:

- Sections 5(e) and 14(b) are amended to add that no general release shall be required as a condition of renewal or transfer that is intended to require Franchisee to waive compliance with the Illinois Franchise Disclosure Act, 815 ILCS 705.

- Section 6(a) of the Franchise Agreement is revised to include the following:

  Franchisee's payment of the initial franchise fee will be deferred until Franchisor has met all of its initial obligations to Franchisee, and Franchisee has commenced doing business.

- Section 16 is amended to add that the conditions under which the Agreement can be terminated and Franchisee's rights upon termination or non-renewal, as well as the application by which Franchisee must bring any claims, may be governed by the Illinois Franchise Disclosure Act, 815 ILCS 705/19 and 705/20.

- Section 23 is amended to add that the Agreement shall be governed by Illinois law.

2. Any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the litigation of any claim pursuant to the provisions of Title 9 of the United States Code.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to IL Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ________________________________	By: _____________________________________
Name: _____________________________	Name: ___________________________________
Title: ______________________________	Title: ____________________________________

INDIANA

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF INDIANA

1. ITEM 8 of the Disclosure Document is amended to add the following:

   Under Indiana Code § 23-2-2.7-1(4), Franchisor will not obtain money, goods, services, or any other benefit from any other person with whom Franchisee does business, on account of, or in relation to, the transaction between Franchisee and the other person, other than for compensation for services rendered by Franchisor, unless the benefit is promptly accounted for, and transmitted by Franchisee.

2. ITEMS 6 and 9 of the Disclosure Document are amended to add the following:

   Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if the procedures or products were utilized by Franchisee in the manner required by Franchisor.

3. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

   Indiana Code § 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

4. The following is added to the end of the "Summary" sections of Item 17(e), entitled "**Termination by franchisor without cause**":

   Indiana Code § 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and the termination is not in bad faith.

5. The following is added to the end of the "Summary" sections of Item 17(r), entitled "**Non-competition covenants after the franchise is terminated or expired**":

   Indiana Code § 23-2-2.7-1(9) prohibits the post-termination covenant not to compete to have a geographical limitation larger than the Territory granted to Franchisee under the Franchise Agreement.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF INDIANA

This Addendum to the Franchise Agreement is agreed to this ___ day of _______, 20 ___, is by and between DDSmatch Franchise, LLC and ______________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, Ind. Code § 23-2-2.7, et seq., and the Indiana Franchise Disclosure Law, Ind. Code § 23-2- 2.5, et seq., the Agreement is amended as follows:

- Sections 5(e) and 14(b) do not provide for a prospective general release of claims against Franchisor that may be subject to the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law.

- In accordance with IC 23-2-2.7-1(2), Section 2 does not permit Franchisor to compete unfairly with Franchisee within a reasonable area.

- In accordance with IC 23-2-2.7-1(1), Section 9 does not impose a requirement on Franchisee to purchase goods, supplies, inventories, or services exclusively from Franchisor or sources designated by Franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by Franchisor.

- Section 11 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

- Section 16 is amended to prohibit unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and the termination is not in bad faith and to prohibit the discontinuance of services or products for which Franchisor is an approved supplier in the event of default by Franchisee.

- Section 13 is amended subject to IC 23-2-2.7-1(9) to provide that the post- termination covenant not to compete contained therein shall have a geographical limitation of the Territory granted to Franchisee under the Franchise Agreement.

- In accordance with IC 23-2-2.7-1(10), Section 24(b) does not waive the party's rights to trial by jury.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana statute(s) applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to IN Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ________________________________	By: _____________________________________
Name: _____________________________	Name: ___________________________________
Title: ______________________________	Title: ____________________________________

MARYLAND

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

1. Item 5, Initial Fees, and Item 7, Estimated Initial Investment, of the Franchise Disclosure Document are each made subject to the following:

> Your payment of any fees to us shall be deferred until we have met all of our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Maryland Securities Commissioner due to our financial status

2. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

> Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus. Reg. §14-201 et seq., no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law.

3. The following is added to the end of the "Summary" Section of Item 17(f), entitled "**Termination by Franchisor with Cause**":

> provided, however, that termination upon bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. The following is added to the end of the "Summary" Section of Item 17(u), entitled "**Dispute Resolution by Arbitration or Mediation**":

> provided, however, that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

5. The following is added to the end of the "Summary" Section of Item 17(c), entitled "**Requirements for Franchisee to Renew or Extend**", and Item 17(m), entitled "**Conditions for Franchisor Approval of Transfer**":

> provided, however, that pursuant to COMAR 02.02.08 16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

6. The following is added to the end of the "Summary" sections of Item 17(h), entitled "**Cause defined - non-curable defaults**":

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

7. The following is added to the end of the "Summary" section of Item 17(v), entitled "**Choice of forum**":

> Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

8. The following is added to the end of the "Summary" section of Item 17(w), entitled "**Choice of Law**":

> In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

9. **Exhibit A** to the Disclosure Document is amended as follows:

> Any portion of the Compliance Questionnaire which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any of these representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

This Addendum to the Franchise Agreement is agreed to this____day of_________, 20____, is by and between DDSmatch Franchise, LLC and ___________________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Agreement is amended as follows:

- Section 5(e) and 14(b) require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise; such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.

- Section 6(a) of the Franchise Agreement is revised to include the following:

  > Franchisee's payment of the initial franchise fee will be deferred until the Franchisor has met its initial obligations to Franchisee, and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Maryland Securities Commissioner due to Franchisor's financial status.

- Section 16, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

- Section 24(a) requires arbitration to be conducted in the State of Indiana; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

- Section 23 requires that the Franchise be governed by the laws of the State of Indiana; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.

2. Any Section of the Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing the Franchise are not intended to, nor shall they act as a, release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to MD Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ________________________________	By: _____________________________________
Name: _____________________________	Name: __________________________________
Title: ______________________________	Title: ___________________________________

MINNESOTA

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

1. ITEM 13 of the Disclosure Document is amended as follows:

> As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the Proprietary Marks, so long as you were using the Proprietary Marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(f), entitled "**Termination by franchisor with cause**":

> With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

3. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> We will not require a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

4. The following is added to the end of the "Summary" section of Item 17(v), entitled "**Choice of forum**":

> Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Agreement is agreed to this_____day of_________, 20____, is by and between DDSmatch Franchise, LLC and ______________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Agreement agree as follows:

- Sections 5 and 16 are amended to add that with respect to Franchises governed by Minnesota Law, Franchisor will comply with the Minnesota Franchise Law that requires, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

- Section 5(e) and 14(b) do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

- Section 12 is amended to add that as required by Minnesota Franchise Act, Franchisor will reimburse Franchisee for any costs incurred by Franchisee in the defense of Franchisee's right to use the Proprietary Marks, so long as Franchisee was using the Proprietary Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

- Section 24(b) does not waive the party's rights to trial by jury pursuant to Minn. Rule Part 2860.4400J

- Minn. Rule Part 2860.4400J prohibits Franchisee from waving its rights to consenting to liquidated damages, termination penalties or judgment notes. To the extent that the Agreement requires Franchisee to waive these rights, the Franchise Agreement will be considered amended to the extent necessary to comply with the Minnesota Rule.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to MN Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ________________________________	By: _____________________________________
Name: _____________________________	Name: ___________________________________
Title: ______________________________	Title: ___________________________________

NEW YORK

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF NEW YORK

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

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

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

a. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

b. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

c. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

d. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The Initial Franchise Fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), entitled "**Termination by franchisee**":

> You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), entitled "**Assignment of contract by franchisor**":

> However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), entitled "**Choice of forum**", and Item 17(w), entitled "**Choice of law**":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

This Addendum to the Franchise Agreement is agreed to this_____day of_________, 20____, is by and between DDSmatch Franchise, LLC and ______________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§ 680 through 695, the Agreement is amended as follows:

- Section 5(e) and 14(b) require Franchisee to sign a general release as a condition of renewal or transfer; such release shall exclude claims arising under the General Business Laws.

- Section 16 is amended to state that Franchisee may terminate the agreement on any grounds available by law.

- Under Section 14(a), Franchisor shall not transfer and assign its rights and obligations under the Agreement unless the transferee will be able to perform Franchisor's obligations under the Agreement, in Franchisor's good faith judgment, so long as it remains subject to the General Business Laws of the State of New York.

- Section 11 is amended to provide that Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.

- Section 23 requires that the Franchise be governed by the laws of the State of Indiana, such a requirement will not be considered a waiver of any right conferred upon Franchisee by Article 33 of the General Business Laws.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to NY Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ________________________________	By: _____________________________________
Name: _____________________________	Name: ___________________________________
Title: ______________________________	Title: ____________________________________

NORTH DAKOTA

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF NORTH DAKOTA

1. ITEM 5 of the Disclosure Document is amended by the addition of the following language to the original language:

> Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel the Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

2. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.

3. The following is added to the end of the "Summary" sections of Item 17(r), entitled "**Non-competition covenants after the franchise is terminated or expired**":

> Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

4. The following is added to the end of the "Summary" sections of Item 17(u), titled "**Dispute Resolution by arbitration or mediation**", and Item 17(v), titled "**Choice of forum**":

> A provision requiring mediation, arbitration or litigation to be conducted in a forum other than North Dakota is void with respect to claims under the North Dakota Franchise Investment Law. Mediation and arbitration involving a Franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the mediation and arbitration, or if the parties cannot agree on a location, the mediator or arbitrator, as the case may be, will determine the location.

5. The following is added to the end of the "Summary" section of Item 17(w), entitled "**Choice of law**":

> In the event of a conflict of laws, North Dakota Law will control.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this____day of________, 20___, is by and between DDSmatch Franchise, LLC and _____________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51- 19-01 *et seq.* Such provisions in the Agreement are hereby amended as follows:

- Section 6(a) is revised to include the following:

  Franchisee's payment of the initial franchise fee will be deferred until Franchisor has met all of its initial obligations to Franchisee, and Franchisee has commenced doing business. Sections 5(e) and 14(b) are amended to state that the execution of a general release upon renewal or transfer shall be inapplicable to Franchises operating under the North Dakota Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law.

- Section 13 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

- Section 24 is amended to state that mediation and arbitration involving a Franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the mediation and arbitration, or if the parties cannot agree on a location, the arbitrator will determine the location. Section 24 is further amended so that litigation involving a Franchise purchased in North Dakota shall be held in a court of competent jurisdiction in North Dakota and so that Franchisee does not waive trial by jury.

- Section 23 is amended to state that in the event of a conflict of laws, North Dakota Law shall prevail.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to ND Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: _______________________________	By: ____________________________________
Name: ____________________________	Name: __________________________________
Title: ______________________________	Title: ___________________________________

RHODE ISLAND

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF RHODE ISLAND

1. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

2. The following is added to the end of the "Summary" section of Item 17(v), entitled "**Choice of forum**":

> The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF RHODE ISLAND

This Addendum to the Franchise Agreement is agreed to this_____day of_________, 20____, is by and between DDSmatch Franchise, LLC and ______________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of The Rhode Island Franchise Investment Act §19-28.1-14, the Agreement is amended as follows:

- Sections 5(e) and 14(b) require Franchisee to sign a general release as a condition of renewal or transfer; such release shall exclude claims arising under The Rhode Island Franchise Investment Act.

- Section 23 is amended to state that restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act.

- Sections 24 and 31 are amended to state that restricting venue to a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under The Rhode Island Franchise Investment Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to RI Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ________________________________	By: _____________________________________
Name: _____________________________	Name: ___________________________________
Title: ______________________________	Title: ____________________________________

SOUTH DAKOTA

ADDENDUM TO DDSMATCH FRANCHISE'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF SOUTH DAKOTA

The following is added to the "Summary" sections of Item 5, titled "**Initial Fees**", and Item 7, "**Estimated Initial Investment**":

> Your payment of any fees to us shall be deferred until we have met all of our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the South Dakota Department of Labor and Regulation due to our financial status.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF SOUTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this ___ day of _________, 20___, is by and between DDSmatch Franchise, LLC and ____ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of South Dakota Franchise Investment Law, §37-5b et. seq, Section 6(a) of the Agreement is amended to provide that your payment of any fees to us shall be deferred until we have met all of our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the South Dakota Department of Labor and Regulation due to our financial status.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the South Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to SD Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ________________________________	By: _____________________________________
Name: _____________________________	Name: ___________________________________
Title: ______________________________	Title: ____________________________________

VIRGINIA

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for DDSmatch Franchise, LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. The following is added to the end of the "Summary" sections of Item 17(h), entitled "**Cause defined - non-curable defaults**":

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Agreement is agreed to this_____day of_________, 20____, is by and between DDSmatch Franchise, LLC and ______________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. The following is deleted from Section 16 from the Agreement:

> Franchisee defaults under any other agreement between Franchisor and Franchisee or Affiliate and Franchisee and such default authorizes Franchisor or Affiliate to terminate the agreement;

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of Section 13.1-559 of the Virginia Retail Franchising Act applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to VA Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: ______________________________	By: ____________________________________
Name: ___________________________	Name: __________________________________
Title: _____________________________	Title: ___________________________________

WASHINGTON

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF WASHINGTON

In recognition of the Washington Franchise Investment Protection Act (the Act"), RCW 19.100, the Franchise Disclosure Document is amended as follows:

1. The following is added to the end of the "Summary" sections of Item 17(c), entitled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

> With respect to franchises governed by the Act, a general release or waiver of rights signed by you will not include rights under the Act.

2. The following is added to the end of the "Summary" section of Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

> With respect to franchises governed by the Act, the transfer fee is collectable only to the extent that it reflects the franchisor's reasonable estimated or actual costs in effecting the transfer.

3. The following is added to the end of the "Summary" section of Item 17(v), entitled "**Choice of forum**":

> With respect to franchises governed by the Act, the requirement for any litigation proceedings to be conducted in a state other Washington shall not limit any rights such franchisees may have under the Act to arbitrate in the State of Washington.

4. The following is added to the end of the "Summary" section of Item 17(u), entitled "**Dispute resolution by arbitration or mediation**":

> With respect to franchises governed by the Act, a release or waiver of rights executed by a franchisee shall not apply to any liability under the Act except when executed pursuant to a negotiated settlement after the agreement was in effect and where the parties are represented by independent counsel. Furthermore, provisions which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

5. The following is added to the end of the "Summary" section of Item 17(w), entitled "**Choice of Law**":

> In the event of a conflict of laws, the provisions of the Act shall prevail.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON

This Addendum to the Franchise Agreement is agreed to this_____day of_________, 20____, is by and between DDSmatch Franchise, LLC and _______________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the requirements of the Washington Franchise Investment Protection Act, Washington Rev. Code §§19.100.010 – 19.100.940 (the "Act"), the Agreement is amended as follows:

- The state of Washington has a statute, RCW 19.100.180 which may supersede the Agreement, including the areas of termination and renewal of the franchise. There may also be court decisions which may supersede the Agreement, including the areas of termination and renewal of the franchise. Provisions of the Act relating to the areas of termination and renewal of the franchise will prevail.

- Sections 5(e) and 14(b) require Franchisee to sign a general release as a condition of renewal or transfer; such release shall exclude claims arising under the Act. A release or waiver of rights executed by a franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel.

- Section 14 is amended so that the Transfer Fee is collectable to the extent that it reflects Franchisor's reasonable estimated or actual costs in effecting a Transfer.

- Section 24(a) requires litigation to be conducted in the State of Indiana; the requirement shall not limit any rights Franchisee may have under the Act to bring suit in the State of Washington.

- Section 23 requires that the Franchise be governed by the laws of the State of Indiana; such a requirement may be unenforceable in the event of a conflict with the Act. In the event of a conflict of laws, the provisions of the Act, Chapter 19.100 RCW, shall prevail.

- In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

- Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

- RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Act applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to WA Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: _______________________________	By: _____________________________________
Name: _____________________________	Name: ___________________________________
Title: ______________________________	Title: ____________________________________

WISCONSIN

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF WISCONSIN

1. The following is added to the end of the "Summary" sections of Item 17(h), entitled "**Cause defined - non-curable defaults**":

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

ADDENDUM TO DDSmatch Franchise, LLC'S FRANCHISE AGREEMENT FOR THE STATE OF WISCONSIN

This Addendum to the Franchise Agreement is agreed to this_____day of_________, 20____, is by and between DDSmatch Franchise, LLC and ______________________________ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Sec. 135.01-135.07 shall supersede any conflicting terms of the Franchise Agreement.

2. This provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

[Signature page follows]

[Signature Page to WI Addenda]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

DDSmatch Franchise, LLC	Franchisee: ______________________________
By: _______________________________	By: ____________________________________
Name: _____________________________	Name: __________________________________
Title: ______________________________	Title: ___________________________________

EXHIBIT G
LIST OF CURRENT FRANCHISEES

Southern Ohio and Eastern Kentucky including Dayton and Cincinnati, Ohio and Lexington, Kentucky

Mr. Matt Conrad (Jessica)
dba Dental Capital Holdings, LLC
13913 Royal Saddle Drive Carmel, Indiana 46032
mconrad@ddsmatch.com
c: (513) 314-0233

Dallas, Texas, Metro/North Texas

Mr. Steve Hipson
dba DDSmatch North Texas, LLC
101 Decker Drive, Unit 1302
Irving TX 75062
shipson@ddsmatch.com
c: (972) 832-7005

West and South Texas

Mr. Andy Edmister (Holly)
DBA Riydent Management, LLC 219-34th Street
Lubbock, TX 79404
aedmister@ddsmatch.com
c: (806) 535-0544

Mr. Randy Kinnison 219-34th Street Lubbock, TX 79404
started April 2017
rkinnison@ddsmatch.com
c: (806) 786-0247

Houston, Texas Metro

Mr. Steven Beaudet 114 Main Street
Bay St Louis, MS 39520
stephen.r.beaudet@gmail.com
c:(202) 297-6057

Tennessee and Alabama

Mr. Matt Poppert
dba DDSmatch South
606 South 12th Street Nashville, TN 37206
mpoppert@ddsmatch.com
c: (615) 864-5364

Mr. Ryan LaPrad

dba DDSmatch South
915 Laurens Way
Brentwood, TN 37027
rlaprad@ddsmatch.com
c: (614) 402-3952

Georgia

Mr. John Kuriger
dba DDSmatch South
4731 Boxwood Place
Dunwoody, GA 30338
jkuriger@ddsmatch.com
c: (678) 595-7747

Alabama and Northern Florida (including Orlando and Jacksonville)

Mr. Matt Poppert
dba DDSmatch South
606 South 12th Street Nashville, TN 37206
mpoppert@ddsmatch.com
c: (615) 864-5364

Mr. Ryan LaPrad
dba DDSmatch South
915 Laurens Way
Brentwood, TN 37027
rlaprad@ddsmatch.com
c: (614) 402-3952

South Carolina and western North Carolina including Charlotte, North Carolina

Mr. Neal McFadden
dba DDSmatch Carolinas, LLC
215 Chancellors Park Court Simpsonville, SC 29681
nmcfadden@ddsmatch.com
c: (864) 346-7209

Philadelphia, Pennsylvania, Delaware and southern New Jersey

Mr. Joe McGonigal 426 Greene Lane
Phoenixville, PA 19460
jmcgonigal@ddsmatch.com
c: (484) 925-9044

Mr. Bill Coates
1623 Clearbrook Road
Lansdale, PA 19446
bcoates@ddsmatch.com
c: (267) 212-3034

Michigan

Mr. Cameron Elrod
7 W. Square Lake Road Bloomfield Hills, MI 48302
Cameron@ddsmatch.com
c: (248) 672-4023

New England Market including Rhode Island, Massachusetts, New Hampshire and Maine

Mr. Ed Ferrero
98 Dumont Park Road Goffstown, NH 03045
eferrero@ddsmatch.com
c: (603) 493-1316

Chicago Metro

Mr. Rex Plamann
613 West Lorraine Avenue Elmhurst, IL 60126
rplamann@ddsmatch.com
c: (630) 390-5135

Maryland, District of Columbia and Northern Virginia

Mr. Todd Garfinkel Mrs. Sheryl Garfinkel 1131 Short Street
Annapolis, MD 21403
tgarfinkel@ddsmatch.com (443) 422-9509
sgarfinkel@ddsmatch.com (443) 422-9866

St. Louis Metro, Eastern Missouri and Southern Illinois

Mr. Mike Rogers 222 Braddock Way
St. Peters, MO 63375
mrogers@ddsmatch.com
c: (314) 956-6111

New Mexico (part of West Texas)

Mr. Scott Belcheff
DBA Riydent Management, LLC 325 Plaza Muchomas
Bernalillo, NM 87004
sbelcheff@ddsmatch.com
(505) 331-9697

Mr. Andy Edmister (Holly)
DBA Riydent Management, LLC 219-34th Street
Lubbock, TX 79404
aedmister@ddsmatch.com
c: (806) 535-0544

Kansas, Northern Arkansas and Western Missouri

Mr. Tony Counts 4552 W. 131st Terrace Leawood, KS 66209
tcounts@ddsmatch.com
c: (417) 425-0992

Southern California

Mr. Jason Owens (Joni) 23329 Los Codona Avenue Torrance CA 90505
jowens@ddsmatch.com
c: (310) 429-8978

Mr. Sean Sullivan 3440 Spanish Way
Carlsbad, CA 92008
ssullivan@ddsmatch.com
c: (619) 548-2643

Northern California and Northwest Nevada

Mr. Roy Fruehauf
3160 Black Oak Drive Rocklin, CA 95765
roy@ddsmatch.com
c: (916) 918-5752

Nebraska, Iowa, and South Dakota

Mr. Steve Kampschnieder
807 Willshire Lane
Papillion, NE 68046
kampy@ddsmatch.com
c: (402) 677-6805

Arizona

Mr. Scott Belcheff
3075 East Castanets Drive
Gilbert, AZ 85298
sbelcheff@ddsmatch.com
c: (505) 331-9697

Washington, Oregon, Idaho, and Montana

Mr. John Waco
dba JAW Consulting
10236 N Pinto Lane
Hayden, ID 83835
jwaco@ddsmatch.com
c: (208) 661-1061

Garrett Bloss

19320 Lorna Lane
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c: 971-806-7653

Minnesota

Mr. Tim O'Shaughnessy
17201 St. Frances Blvd. NW
Ramsey, MN 55303
tim@ddsmatch.com
c: (612) 309 – 2489

Hawaii

Carey Lee
94-650 Kauakapuu Loop
Mililani, HI 96789
Clee@ddsmatch.com
C: 808-265-7956

California

Steve Molinelli
2150 Edgecourt Drive,
Hillsborough, CA 94010
smolinelli@ddsmatch.com
C: 650-302-7467

Kevin White
686 Ocean View Avenue
#2
Encinitas, CA 92024
kwhite@ddsmatch.com
C: 303-704-2400

Florida

Eddie Quintero
10470 SW 93 Ter.,
Miami, FL 33176
smolinelli@ddsmatch.com

Alain Carles
9650 SW 63 Ct.,
Pinecrest, FL 33156
acarles@ddsmatch.com
c: 305-794-6514

Oklahoma

Lori Kester
17301 E. 48th Street
Tulsa, OK 74134
lkester@ddsmatch.com
C: 918-843-9329

Pennsylvania, New Jersey, Delaware (SE PA, NJ, DE)

Kevin McGonigal
dba MC Transitions, LLC
kmcgonigal@ddsmatch.com
c: (860) 803-0820

Eastern North Carolina, Virginia, and West Virginia

Anthony Fruehauf
dba Horsemen LLC
anthony@ddsmatch.com
c: (984) 321-0715

Washington (Seattle Metro)

Mara Saucedo
dba VisionIt, LLC
mara@ddsmatch.com
c: (425) 985-5353

New York City Metro and Long Island

Michele Gabriel
dba MRG Practice Transition Partners, Inc. – DBA DDSmatch Metro
mgabriel@ddsmatch.com
c: (862) 409-9925

New York and Western Pennsylvania

Jess Demichiel (Baumann)
dba Escarpment Business Brokerage, LLC
jdemichiel@ddsmatch.com
c: (855) 546-0044

Justin Baumann
dba JRB Capital Holdings
jbaumann@ddsmatch.com
c: (716) 266-9707

Wisconsin

Betsy Krekling
dba DDS Match Wisconsin Corporation
betsy@ddsmatch.com
c: (414) 507-4718

Indiana and Kentucky
Mr. Thad Miller
dba DDSmatch.com, LLC
tmiller@ddsmatch.com
c: (317) 679-4285

Connecticut
Mr. Steve Delvecchio
dba Northeast Transitions LLC
sdelvecchio@ddsmatch.com

Utah, Nevada, and Southern Idaho
Mr. Matt Hamblin
dba VenaLena Company – DBA DDSmatch Mountain West
mhamblin@ddsmatch.com
c: (801) 362-1557

Central and Northern Ohio
Mr. Chris Sanford
dba DST Enterprises, LLC
csanford@ddsmatch.com
c: (614) 332-4752

Revenue Sharing Group

Colorado, Wyoming, Northern Montana, and North Dakota
Branson Darcangelo
John Sellyei

LIST OF FORMER FRANCHISEES AND FRANCHISEES WITH PENDING TERMINATIONS

Chris Sanford
dba DST Enterprises, LLC
Central and Northern Ohio
csanford@ddsmatch.com
c: (614) 332-4752
Note: The franchise agreement with DST Enterprises, LLC has not been formally terminated as of the issuance date of this disclosure document; however, termination is anticipated due to the death of the franchisee principal. Prospective franchisees may contact us for further information.

R&J Advisors LLC
Sonya Rose
8315 NE 154th Circle, Battle Ground, WA 98604

R&J Advisors LLC

Kevin Jamison
3420 Ponderosa Loop, West Linn, OR 97068

State Effective Dates

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

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

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

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT H
FRANCHISE DISCLOSURE DOCUMENT RECEIPT (COPY 1)

The disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If DDSmatch Franchise, LLC offers you a franchise, DDSmatch Franchise, LLC must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with or make a payment to DDSmatch Franchise, LLC in connection with the proposed franchise sale. The delivery of the Disclosure Document is to be received 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 in the State of New York.

If DDSmatch 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 applicable state agency.

Following is information about the franchise seller(s) involved in this transaction:

Thad Miller
9333 N. Meridian Street, Suite 250
Indianapolis, IN 46260
(855) 546-0044

DDSmatch Franchise, LLC authorizes the agent listed in Exhibit E to this disclosure document to receive service of process.

I received a disclosure document issued April 30, 2026, that included the following Exhibits:

A. Exhibit A - Compliance Questionnaire
B. Exhibit B - Franchise Agreement
C. Exhibit C - Financial Statements
D. Exhibit D - Operations Manual Table of Contents
E. Exhibit E - State Franchise Administrators and Agents for Service of Process
F. Exhibit F - State Addenda
G. Exhibit G - List of Franchisees
H. Exhibit H – Disclosure Document Receipt

Please sign and print your name below, date and return one copy of this receipt to DDSmatch Franchise, LLC and keep the other for your records.

____
Date of Receipt

____
Print Name

____
Signature

EXHIBIT H
FRANCHISE **DISCLOSURE DOCUMENT RECEIPT (**Copy **2)**

The disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If DDSmatch Franchise, LLC offers you a franchise, DDSmatch Franchise, LLC must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with or make a payment to DDSmatch Franchise, LLC in connection with the proposed franchise sale. The delivery of the Disclosure Document is to be received 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 in the State of New York.

If DDSmatch 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 applicable state agency.

Following is information about the franchise seller(s) involved in this transaction:

Thad Miller
9333 N. Meridian Street, Suite 250
Indianapolis, IN 46260
(855) 546-0044

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E. State Franchise Administrators and Agents for Service of Process
F. State Addenda
G. List of Franchisees
H. Disclosure Document Receipt

Please sign and print your name below, date and return one copy of this receipt to DDSmatch Franchise, LLC and keep the other for your records.

____
Date of Receipt

____
Print Name

____
Signature