NUTRIMOST WELLNESS & WEIGHT LOSS, LLC
FRANCHISE DISCLOSURE DOCUMENT

NutriMost™
Wellness & Weight Loss

NutriMost Wellness & Weight Loss, LLC
10483 Frankstown Road
Pittsburgh, PA 15235
(800) 597-7325
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Franchising@nutrimost.com

The franchise described in this franchise disclosure document is for a business that provides a unique proprietary format and process relating to wellness, weight loss, and optimal health (our unique franchise process is hereinafter referred to as "NutriMost Wellness & Weight Loss"). The total investment necessary to begin operation of a NutriMost Wellness & Weight Loss franchise is $139,497 - $288,997. This includes the $39,997.00 Initial Franchise Fee that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all 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 government agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Do not 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 and becoming a franchisee is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for more 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: October 18, 2016.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit B** for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND/OR ARBITRATION ONLY IN PENNSYLVANIA. OUT-OF-STATE MEDIATION AND/OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND/OR ARBITRATE WITH US IN PENNSYLVANIA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT THE LAW OF PENNSYLVANIA GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. IF YOU FAIL TO MEET PERFORMANCE STANDARDS, WE MAY TERMINATE YOUR FRANCHISE AGREEMENT, REDUCE THE SIZE OF THE TERRITORY, OR TERMINATE YOUR AREA DEVELOPMENT OR MULTI-UNIT RIGHTS, IF ANY. THESE REMEDIES ARE NOT MUTUALLY EXCLUSIVE.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. Any franchise broker or referral source we use represents us, not you and we may pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

STATE EFFECTIVE DATES

The following states require that the 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 disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	N/A
Hawaii	N/A
Illinois	N/A
Indiana	N/A
Maryland	N/A
Michigan	N/A
Minnesota	N/A
New York	N/A
North Dakota	N/A
Rhode Island	N/A
South Dakota	N/A
Virginia	N/A
Washington	N/A
Wisconsin	N/A

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

To simplify the language in this disclosure document, "Franchisor", "NutriMost Wellness & Weight Loss", "we", "us" or "our" means NutriMost Wellness & Weight Loss, LLC, the franchisor. "You" means the individual, corporation, or other entity that buys a NutriMost Wellness & Weight Loss franchise.

Franchisor, Parents, Predecessors, and Affiliates

NutriMost Wellness & Weight Loss, LLC is a Pennsylvania limited liability company. We conduct business under the name NutriMost Wellness & Weight Loss. Our principal business address is 10483 Frankstown Road, Pittsburgh, PA 15235. We were organized on March 09, 2016. We are a wholly owned by Dr. Ray Wisniewski ("Sole Member").

We offer franchises for NutriMost Wellness & Weight Loss businesses (the "Franchised Business") in the U.S. through a franchise agreement ("Franchise Agreement") and have done so since October 10, 2016. We have never offered franchises in any other line of business.

Sole Member is also the owner of an affiliated entity, NutriMost Doctors, LLC ("NutriMost Doctors"), a Pennsylvania limited liability corporation. NutriMost Doctors currently has approximately ninety-five (95) franchisees who operate under the name NutriMost. NutriMost Doctors is no longer granting new franchises. NutriMost Doctors, LLC is located at 10483 Frankstown Road, Pittsburgh, PA 15235.

Sole Member is also the owner of an affiliated entity, NutriMost, LLC ("NutriMost Corporate"), a Pennsylvania limited liability corporation. NutriMost Corporate currently owns certain company-operated units operating under the name NutriMost and has approximately thirteen (13) licensees who offer the NutriMost program. NutriMost Corporate is located at 10483 Frankstown Road, Pittsburgh, PA 15235.

All intellectual property including, but not limited to the brand, logos, service marks, trademarks, slogans, symbols and designs (the "Proprietary Marks"), processes, proprietary product formulations, databases and documentation are owned by NutriMost Corporate and are available to us under license.

Agent for Service of Process

Our agents for service of process in the states which require franchise registration are disclosed in **Exhibit B**.

Prior Experience

Dr. Ray Wisniewski is the Founder & Chief Executive Officer of us, NutriMost Doctors and NutriMost Corporate. NutriMost Corporate has been operating company-operated units for approximately two (2) years. NutriMost Doctors has been offering franchises that operate a system related to weight loss for approximately two (2) years, but is no longer offering new franchises.

Before that, and since 1982, Dr. Ray Wisniewski, has operated a private practice in the chiropractic and natural health and nutrition field.

Dr. Ray Wisniewski has been awarded the Outstanding Service Award from the American Chiropractic Association, and the Clinical Excellence Award in Diagnostic X-Ray. He is a graduate of the University of Pittsburgh and from Palmer Chiropractic University with high honors.

The Franchise Offered

The NutriMost Wellness & Weight Loss franchise, which is being franchised to you as a Franchised Business, is a unique and distinctive process, owned by us including the "NutriMost Weight Loss Program," methods of operation including NutriMost Tech, a proprietary technology platform ("NutriMost Technology Platform") consisting of the NutriMost Operating Management System ("NOMS") an interactive virtual program called NutriMost Interactive Virtual Assistant ("NIVA"), a Franchisee Website Marketing Platform, and the "NutriMost Forever" program, a program designed for holistic, weight loss and overall health (collectively, the "Process").

Our Process allows for the efficient operation of the NutriMost Business to provide a platform for the sale of Products and Services, as well as to provide ease of operation of its NOMS component. Our Process includes our office management system; accounting system; distinctive business formats; color schemes; methods; procedures; process-common practices and processes; marketing and advertising practices; hiring guidelines; designs; layouts; signs; product and service mix; licensed or proprietary software; hardware and electronic devices; standards; specifications; treatment protocols; and/or other Process Standards defined in our Operations Manuals, all of which we may improve, further develop or otherwise modify from time-to-time.

Your Franchised Business will operate within a limited geographic area (the "Territory") offering the Process which includes services such as assessment, personal protocols, daily dialogue including through emails, phone and face-to-face counseling and coaching, managed by healthcare professionals, technology-based and holistic solutions that include mindfulness, balance, moderation, stress management, and a commitment to results, personal goals, and discipline ("Services"). We may change, introduce new programs or modify the Process periodically, including, but not limited to, modifications to the Operations Manual or Services offered. You will be required to accept and use any changes or modifications to the technology, business model, operating procedures or product lines. Some new programs many be mandatory and some optional.

Your Franchised Business will also offer for sale a range of organic and individualized Wellness and weight loss supplements, and nutritional guides for resale ("Products"). The Products and Services described herein are a sample of the Products and Services that will be offered by the Franchised Business. Franchisee is not allowed to offer items for sale that are not on the Approved Product list found in the Operations Manual.

The Philosophy, Processes, Behaviors, Technology, Products and Services form part of our proprietary weight loss, wellness, nutritional and weight management program ("**Our Programs**") which are supervised by healthcare professionals. Our Programs form the fundamental basis of NutriMost's efforts to acquire, serve, and retain the clients. We offer Products or Services that may be required by applicable law to be provided by an independent Healthcare Professional (or by you if permitted by law) responsible for supervising and/or monitoring the NutriMost Programs. Our Programs guide the manner of dealing with clients, mix of and use of Products and Services, as well as the general team member and client experience. Currently, we consider the foundation of our Process to include our Software, our wellness and weight loss methods, Operations Manuals, and other services and intellectual property we deem critical to allow someone to commence a NutriMost Business.

These are the foundation of our Process and we do not license or grant franchise agreements to others as part of or in connection with any Products or Services we may sell via the internet or Alternative Channels of Distribution. Franchisees are not authorized to sell and or distribute NutriMost products online or through any digital means.

Our "**Products and Services**" are any proprietary, designated or approved weight loss, nutritional weight management and wellness products and services, and other products and services we designate or approve from time to time. We ourselves, as well as in cooperation with suppliers, investigate and develop Products and Services we believe are both attractive to the clients and effectively promote our assisted weight loss, weight management, wellness or nutritional programs.

NutriMost clients are usually seeking a wellness and weight loss program which is supervised by healthcare professionals. These professionals may include Advanced Registered Nurse Practitioners, Physician Assistants, Medical Technicians, Medical Assistants, Registered Dieticians, Chiropractors, and Medical Doctors or similar who are critical to the implementation of the Program and operation of our Process.

Unless we authorize a modification to the Process which allows it to be operated by individuals other than healthcare professionals, you must yourself assist in providing the Products or Services, if permitted by law, or hire or obtain the services of a healthcare Professional. These healthcare Professionals must be approved by us. Depending on the laws of your state, the healthcare Professionals may be employed by the NutriMost

Business. We believe a key benefit of being part of our franchise Process is that we, along with our franchisees, engage in ongoing efforts to keep apprised of laws governing wellness and weight loss related franchises.

Professional liability insurance coverage is critical to a wellness and weight loss business. Therefore, we require you to maintain, at your expense, a comprehensive Professional liability insurance plan at all times your franchise is in operation.

Sub-Franchisees, Area Development, Multi-Unit, Satellite Offices and Corporate Entity Programs

You will not be permitted to offer rights to operate the Franchised Business in the territory to sub-franchisees or Satellite offices.

You must establish a newly organized corporate entity when the Franchise Agreement is signed, and your operating agreement or corporate bylaws must at all times state that your activities are confined exclusively to developing and operating Franchised Businesses according to the Franchise Agreement. Each shareholder of the pertinent LLC or other incorporated entity will be required to individually sign the Franchise Agreement and be personally liable for all the financial and operational requirements of the Franchise Agreement.

Joint Venture Program

We are developing a modified form of franchise or joint venture relationship to be offered to hospitals and other larger or multi-location health care organizations (our "**JV Program**"). Under this JV Program, we, or our affiliates, may, along with other health care entities, be members of or shareholders of an entity that operates a modified form of NutriMost Business. Currently, we do not have a formal or standard form of JV Program in place, but reserve the right to negotiate them on a case-by-case basis.

Competition

There are many businesses that offer wellness and weight loss programs and your competitors include local as well as national weight loss and wellness companies. Your competitors will vary depending on the territory and many of these companies offer services that are similar to the Services offered by the Franchised Business.

However, the Franchised Business differs from our competition because it is more holistic and personalized and provides each client the opportunity to correct their body and their mindset about their lifestyle choices regarding food and exercise resulting in their ability to sustain their desired weight for as long as they desire to do so. We make no guarantees nor do we provide any warranties regarding the success of your franchise.

Definitions

As used in the Franchise Agreement and in this disclosure document the term "Stakeholder" means any person or entity holding a direct or indirect, legal or beneficial ownership interests in you, as specified in the applicable agreement. The term "Stakeholder" also refers to any person who has any other direct or indirect property rights in you, the Franchise Agreement, or the Franchised Business.

Certain provisions of the Franchise Agreement apply only to certain Stakeholders who are designated as "Principal Stakeholders." A Principal Stakeholder is a Stakeholder having an equity ownership interest in you of 10% or more, regardless of whether the Stakeholder is entitled to vote, and any other Stakeholder who is designated in the Franchise Agreement as a Principal Stakeholder.

Certain provisions of the Franchise Agreement and other agreements restrict you and/or your Principal Stakeholders from participating in certain "Competing Businesses." As used in those agreements and in this disclosure document, a "Competing Business" is a business other than the Franchised Business that: (a) provides weight loss and wellness programs; (b) sells nutrition supplements or weight loss guides; (c) involves the use, purchase or sale of any technology involving resonant frequency technology or the utilization of galvanic skin responses for the detection of dietary needs; or (d) grants or has granted franchises or licenses or establishes or has established joint ventures for the development and/or operation of such a business.

Applicable Regulations

You must comply with federal, state, and local regulations concerning the Franchised Business, including, among others, local zoning, building and fire codes, business, occupational, labor, and miscellaneous licenses/permits, as well as laws that apply generally to this and other business. Your state or locality may require you to obtain permits and/or licenses in order to sell the Products and Services. Some states and counties will require you to obtain special licenses, permits and bonding, such as local building permits. You will be responsible for ensuring compliance with all such building requirements, including applicable safety programs and Occupational Safety and Health Administration (OSHA) regulations. You should make further inquiries to find out about these laws and general regulations.

The United States enacted the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (the "USA Patriot Act"). We are required to comply with the USA Patriot Act. To help us comply with the USA Patriot Act, we ask you in the Franchise Agreement to confirm for us that neither you nor your directors, officers, Stakeholders, partners, members, employees, or agents are suspected terrorists or persons associated with suspected terrorists or are under investigation by the U.S. government for criminal activity. You may review the Patriot Act and related regulations at: http://www.treasury.gov/offices/enforcement/ofac/sdn.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer: Dr. Ray Wisniewski

Dr. Ray Wisniewski is the Founder & Chief Executive Officer of us, NutriMost Doctors and NutriMost Corporate. NutriMost Corporate has been operating company-operated units for approximately two (2) years. NutriMost Doctors has been offering franchises that operate a system related to weight loss for approximately two (2) years, but is no longer offering new franchises.

Before that, and since 1982, Dr. Ray Wisniewski, has operated a private practice in the chiropractic and natural health and nutrition field.

Dr. Ray Wisniewski has been awarded the Outstanding Service Award from the American Chiropractic Association, and the Clinical Excellence Award in Diagnostic X-Ray. He is a graduate of the University of Pittsburgh and from Palmer Chiropractic University with high honors.

Director of Finance: Stephen McGaughey

Stephen McGaughey is the Director of Finance at NutriMost. He has held this position with the company since July 2015. Prior to joining NutriMost, Mr. McGaughey work for Education Management Corporation from October 2009 through June 2015. During his time with Education Management Corporation Mr. McGaughey served as the Accounting Manager (October 2009 through October 2011), a Senior Financial Analyst (October 2011 through May 2013) and the Director of Finance (May 2013 through June 2015). Mr. McGaughey is a member of the Pennsylvania Institute of Certified Public Accounts and the Institute of Management Accounts.

Director of Marketing: Kelly Hathaway

Kelly Hathaway is the Director of Marketing at NutriMost. She has held this position with the company since June 2016. Prior to joining NutriMost, Ms. Hathaway was an Instructor at Pittsburgh Technical College from January 2015 through June 2016. Prior to that, Ms. Hathaway was the Director of Marketing and Sales at the Fripp Corporation from August 2005 through December 2014. Ms. Hathaway received her MBA in 1994 from Duquesne University and is currently pursuing a DBA from William Howard Taft University.

Director of Technology: Keith Mitchell

Keith Mitchell is the Director of Technology at NutriMost. He has held this position since September 2016. Prior to joining NutriMost, Mr. Mitchell was the Director of Projects, Products and Operations at Drift2 Web Services from August 2013 through September 2016. Prior to that, Mr. Mitchell was the Manager of Store Technology for Dick's Sporting Goods from June 2007 through June 2013.

Paralegal and Franchise Development: Kathleen Zilko

Kathleen Zilko is the paralegal for NutriMost. In addition, she serves as the franchise development representative and coordinator. Ms. Zilko started working with NutriMost in February 2016. Prior to this Ms. Zilko was a senior paralegal at EQT Corporation from December 2012 until February 2016. Prior to that, Ms. Zilko worked as a senior paralegal at Weber Gallagher from October 2006 through October 2012. Ms. Zilko is a Pennsylvania Notary Public, her commission expires January 2017.

ITEM 3: LITIGATION

1. NutriMost was involved in a trademark dispute relating to Nutrisystem. This issue has been settled between the parties and is no longer pending.

2. NutriMost, LLC et al. is currently the subject of an FTC inquiry. The FTC inquiry is based upon certain advertising claims made by NutriMost. Most of the FTC's concerns center around advertising that is no longer in use by NutriMost. NutriMost is currently working with the FTC and its outside counsel to resolve any outstanding issues and ensure compliance in the future.

3. The FDA did an inspection and observation of the weight loss technology used by NutriMost Doctors, LLC. The result of the FDA inspection was a 483 Notice was issued in March 2016, with only one infraction which NutriMost has addressed.

4. NutriMost, LLC v. Werfel, et al. This case is pending in the Western District of Pennsylvania, case no. 2:5-cv-00531-DSC. This case was filed against Dr. Werfel due to his breach of the non-compete agreement, misappropriation of trade secrets and other intellectual property, and other breaches of his license agreement. In additional matters related to Dr. Werfel, Werfel and Werfel Chiropractic, P.C. v. NutriMost, LLC, et al. is currently pending in the Southern District of New York, case no.: 7:16-cv-05514. This case was brought by a licensee alleging violations of the New York Franchise Act and related claims. This case has been consolidated with case no.: 7:16-cv-04243. Werfel and Werfel Chiropractic, P.C. v. NutriMost, LLC, et al. is currently pending in the Southern District of New York, case no.: 7:16-cv-04243. This case was filed by the plaintiffs alleging antitrust, RICO, commercial disparagement and conversion. NutriMost has filed a motion to dismiss and is awaiting the court's ruling. Werfel and Werfel Chiropractic, P.C. v. NutriMost, LLC, et al. was filed in Bergen County, NJ, case no.: BER-L-1524-16. The defendants filed a motion to dismiss in this case which was granted on September 2, 2016. The court dismissed the action because it found the action was barred due to the entire controversy doctrine and lack of in personam jurisdiction over the individual defendant.

5. Patrick St. German v. NutriMost, LLC, et al. This case is currently pending in the Western District of Pennsylvania, case no. 2:15-cv-01279. The plaintiff in this case filed based on alleged breaches of the license agreement, which NutriMost believes lack merit.

6. NutriMost Doctors, LLC v. Sterling, et al. This case is currently pending in the Southern District of New York, case no: 2:16-cv-00479-MRH. This case was brought against the defendants after the defendants conspired against NutriMost and made fraudulent claims. The suit was filed for conspiracy, breach of the non-compete agreement and breach of license agreements. Defendants have filed a motion to dismiss which is currently pending.

7. NutriMost, LLC v. Healthy Living Nutrition, LLC and Pat Hall. This case is pending in the Southern District of New York, case no.: 15-cv-10035. This case was filed by NutriMost due to defendant's unauthorized use and pirating of a video created by NutriMost. This case is currently inactive but NutriMost will update this disclosure when new information becomes available.

ITEM 4: BANKRUPTCY

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

ITEM 5: INITIAL FEES

The initial franchise fee for the right to operate a single Franchised Business is $39,997 ("Initial Franchise Fee").

This fee is non-refundable and is (1) fully payable upon execution of the Franchise Agreement and (2) deemed fully earned by us upon receipt.

Unit Franchises

Your Initial Franchise Fee for a single NutriMost Business is $39,997. Each NutriMost Business is operated under a separate Franchise Agreement and pays a separate Franchise Fee. The Initial Franchise Fee of $39,997 is the way we recoup some of the expenses we have and will incur in designing the Process, meeting and being in compliance with all State and Federal franchise legal requirements, generating, qualifying, and granting franchises to individuals and entities, training and developing new franchisees and their teams, assisting in site selection, and lease review, and location opening assistance by NutriMost Corporate Office.

Each Franchise Agreement is for the right and obligation to open and operate one NutriMost location under the terms laid out in the Franchise Disclosure Document and Franchise Agreement.

Fee Deferrals

Certain states' franchise laws or regulations may require that if you are signing a Unit Franchise Agreement, we will be required to escrow franchise fees until our pre-opening obligations are completed (you have opened). If this applies to your franchise, an Escrow

Agreement or fee deferral addenda in the form attached in Exhibit "A" - State Specific Addenda will be utilized.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	Months 1-3: no Royalty fees Months 4-6 $1,000 per month Months 7-12: $2,000 per month Year 2-5: $3,000 per month	Due monthly.	The months begin with the date the Franchise Agreement is signed. All remittances will be made by electronic funds transfer ("EFT").
Technology: Set up fee per location	$2,000	Due when services are provided.	All remittances will be made by electronic funds transfer ("EFT").
Technology: Configuration Fee	$4,000 - $8,000	Due to vendor upon demand.	Payable to vendors of services as negotiated by Franchisor.
Technology on going Fee per location	$400 per month	Monthly fee. Due on the first of the month.	All remittances will be made by electronic funds transfer ("EFT").
National Reputation Management	Included in Technology Fee		Local SEO is responsibility of franchisee and payable to 3rd party vendor they choose.
Grand Opening	$10,000 - $30,000	As services provided.	Payable to contractors & vendors of services as negotiated by Franchisee.
General Marketing Fund Fee	None at this time, however, NutriMost reserves the right to implement at our sole discretion.	Due monthly.	All remittances will be made by electronic funds transfer ("EFT").
Local Advertising and Marketing (Regional Cooperative is not developed at this time)	Recommended monthly local marketing expenditures should meet or exceed 3% - 5% of monthly gross sales	Due monthly as set forth by vendors and NutriMost Corporate Office.	To be spent by you on local advertising and marketing for your location. When a Regional Cooperative is established at the direction of NutriMost Corporate Office,

Type of Fee	Amount	Due Date	Remarks
			franchisees will be required to participate.
Initial Inventory and Supplies	\$5,000-\$7,500	Upon execution of the Franchise Agreement.	Payment due to NutriMost Corporate or other vendors.
Build-Out Fee	Varies	As services provided.	Payable to contractors of services as negotiated by Franchisee.
Transfer Fee	Within current Territory: \$20,000 if the transfer is: (a) to another current and compliant NutriMost Franchisee; and (b) the transfer does not include moving the franchise to a new Territory. To a new territory: Franchisees may not transfer to a new territory. Transfers are only permitted within your existing territory. To a third party: If the transfer is to a third-party, the transfer fee is the then-current Initial Franchise Fee, plus our reasonable legal fees and our out-of-pocket expenses.	Due at the closing of the transaction.	Due if you or your Stakeholder(s) transfers an interest in you, the Franchise Agreement or the Franchised Business as permitted in the Franchise Agreement. [1]
Audit Fee	Cost of the audit.	Upon receipt of invoice.	Due if audit is required due to your failure to submit required reports or information, or if the audit indicates an underpayment of more than 5%.

Type of Fee	Amount	Due Date	Remarks
Interest on Late Payments	(1) the highest rate permitted by applicable law, not to exceed 18% Annual Percentage Rate (compounded monthly); and (2) an administrative fee not to exceed 5% of the amount owed.	As incurred.	Due on any amount you owe us that is not received when due, regardless of the reason or if payment is in dispute.
Initial Franchisee Training & Development	$2,500-$3,500	To vendors as reserved	Varies depending on travel mode, accommodations, and meals.
Training & Development Conferences	Varies	To vendors as reserved	NutriMost reserves the right to hold up to 4 a year. Mandatory attendance is required at 1/2 of the events by franchisee or representative.
Additional Training & Development	Our overhead cost for additional training, training personnel, and any reasonable out-of-pocket expenses. A flat fee of $500 per day for on-site training plus approved expenses.	As incurred.	We will provide additional training, including onsite training, at your request and at your expense.
Renewal Fee	$15,000[3]	When renewed. Payable to us.	
Early Termination Fee	Royalty + General Marketing Fund Fee (once instituted by us), multiplied by the number of months remaining in the term of the Franchise Agreement.	When terminated. Payable to us.	If you are terminated early due to a breach.
Site Evaluation Fee	At the present time, NutriMost does not offer Site Evaluations. At such time these are available, the fee will	As incurred.	

Type of Fee	Amount	Due Date	Remarks
	be $750 per day, per person involved, plus any reasonable out-of-pocket expenses.		
Relocation Fee	$3,500 if within the current Territory; the then current initial franchise fee if outside the current Territory	When relocation permission is granted. Payable to us.	If you propose to move the site of the Approved Location, NutriMost must approve site and the fee covers the associated costs incurred by NutriMost Corporate Office.
Insurance Premiums	Varies	Payable to vendor(s).	
Membership Programs	Varies	Payable to us.	A portion of Membership fees collected by you will be remitted to us.[2]

All fees are imposed by and paid to us, or remitted by you to us unless otherwise noted.

[1] If the transfer is to an entity in which you or your Stakeholders have a 51% or greater ownership interest; and the transfer will not result in any change in the daily operational control of the Franchised Business, and if you have obtained our written approval as the Franchise Agreement requires, then you must reimburse us only for our reasonable legal fees and expenses.

[2] Franchisor will receive a percent or dollar amount depending on the program for its development, implementation and ongoing support of such programs.

[3] Royalties for renewals will begin at $3,000 a month, since the business is already established and not going through the year 1 growth.

ITEM 7: ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee	$39,997	Lump sum	Upon execution of the Franchise Agreement.	Us
Travel Expenses to Attend Initial New Franchisee Training & Development	$2,500 to $3,500	As incurred	As incurred	Airlines, hotels, and other third-parties.
Real Estate Property (Note 1)	$2,500 to $10,000	As incurred	As incurred	Landlord or lender.
Build-Out/Construction/Leasehold Improvements (Note 2)	$5,000 to $25,000	As incurred	As incurred	Contractors, architects, vendors, and other third-parties.
Furniture (Note 3)	$4,000 to $8,000	As incurred	As incurred	Preferred Vendors or other Suppliers
Initial Inventory of Products & Supplies (Note 5)	$5,000 to $7,500	As incurred	As incurred according to supplier requirements.	Us, Preferred Vendors or other Suppliers
Grand Opening Campaign	$10,000 - $30,000	Prior to your opening date.	To be spent by you on the grand opening campaign for each Approved Location.	Grand Opening Campaign
Exterior Signage (Note 6)	$1,000 to $15,000 varies depending on location	As incurred	As incurred	Suppliers

Type of Expenditure	Amount	Method of Payment	When due	To whom payment is to be made
Equipment: Telephone, Computer Hardware, and Management Software (Note 7)	$6,000 to $15,000	As incurred	Prior to opening	Us or Suppliers
Insurance (Note 8)	$1,500 to $5,000	As incurred	Prior to opening and as incurred	Insurer
Licenses, Permits (Note 9)	$1,000 to $5,000	As incurred	Prior to opening	Government Agencies
Legal & Accounting (Note 10)	$1,000 to $5,000	As incurred	As incurred	Attorney, Accountant
Additional funds – 3 months (Note 11) Working Capital	$60,000 to $120,000	As incurred	As incurred	Landlord, employees, suppliers, utilities
TOTAL (Note 12)	$139,497 to $288,997			

Notes: All payments to us are non-refundable unless otherwise stated.

(1) You must lease or purchase premises for the Franchised Business. Your rent will vary depending on the size and location of your Franchised Business; however, the average Franchised Business is between 1,500 to 3,000 square feet. You will also be required to provide a security deposit to your landlord, which is usually 1 month's rent.

(2) You will be required to use an architect and a licensed and bonded contractor for the build-out of your Franchised Business, in accordance with the site layout plans we may elect to provide.

(3) You will be required to purchase certain furniture and furnishings for the office, including the: consultation rooms, administrative office, and the reception area. The Office Look is described in the Operations Manual.

(4) You will be required to purchase the program materials for the Services ("Program Materials") you offer from us (a detailed list is in the Operations Manual).

(5) You will be required to purchase certain initial and ongoing inventory of Products from us or other Preferred Vendors (the details of which are in the Operations Manual).

(6) You must display signs containing the Proprietary Marks as we determine in the interior and on the exterior of your Franchised Business. Sign specifications regarding materials, size, layout and colors are contained in our Operations Manual.

(7) You must purchase a computer system and software with features meeting our requirements, including the NutriMost Technology Platform, NutriMost Operating Management System and the NutriMost Interactive Virtual Assistant, details of which are in the Operations Manual. You also must have Internet access.

(8) You must purchase comprehensive general liability coverage and other coverages we require, including, but not limited to, employment practices liability coverage, contractual liability coverage, joint employer liability coverage, and any coverages required by state or local law. The rates and deposits for required insurance coverage depend on many variables. You must name us and our affiliates as additional insured on each of these policies at your expense. You will not incur any additional expense if your current insurance provides the coverages we require.

(9) Check with your state and local authorities to determine your obligations. You are responsible for obtaining and paying for the costs of any required license or registration.

(10) Additional funds are intended to cover such items as utility costs, payroll, operating losses, miscellaneous additional pre-opening costs and fees. The costs of these items will vary significantly from one area to another and depend on market conditions where you are located.

(11) These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how closely you follow our methods; your management skills, experience, and business acumen; the local market for the Products and Services; the prevailing wage rates; your competition; and the sales achieved during the initial period. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchase Restrictions: You must develop and operate the NutriMost Business according to our Process Standards. Our Process Standards regulate nearly all of the purchases or expenditures made by your NutriMost Business, including rules for, among other things, the types, models and brands of required, suggested, authorized, unauthorized and prohibited fixtures, furnishings, equipment, services, signs, advertisements, software, materials, inventory and installation products and services, and all equipment, products services and supplies to be used in establishing and operating the business, required or authorized products and product categories and designated or approved suppliers of such items (which may be limited to or include us or our affiliates).

Purchase from Us: Currently, we are the only approved supplier of the following categories of items: certain marketing items (posters, interior signage for office, etc.) the vitamins and supplements that bear our Brand/Marks, and any other products we offer via our website as outlined in the Operations Manual. Other than these items and the Professional Training you will receive you do not have to purchase any goods or services from us, any parent, our predecessors or our affiliates relating to the establishment of your NutriMost Business.

We currently require you to purchase, rent, or lease from us, our affiliates or approved suppliers nearly all equipment and supplies you will use in the ongoing operation of your NutriMost Business, including, but not limited to, all of those described in Item 1 and Item 5. We may also designate other approved suppliers or require you to purchase directly from a designated supplier.

Purchases from Approved Vendors and Suppliers: You are obligated to purchase, rent, or lease fixtures, equipment and supplies, furnishings, and installation products or services as well as all inventory, supplies and other goods, services or equipment used to operate your NutriMost Business and related items that meet our minimum standards and specifications. We may also require you to purchase or lease any or all of them from suppliers we approve. These approved suppliers may be third parties, us or our affiliates. As described above, we may or our affiliates may be the only approved supplier for them. We will notify you in our Operations Manuals or other communications of our standards and specifications and approved suppliers. We include these requirements in our Operations Manual, which is subject to change from time to time.

We negotiate contracts with equipment, services inventory and installation products and services suppliers who serve as exclusive or approved suppliers to NutriMost Businesses. We also designate approved suppliers or manufacturers of certain products or services. A complete list of our current approved/preferred vendors and suppliers is in the Operations Manual. We currently do not derive any revenue from your purchases from approved suppliers other than us; but we may in the future. See "Rebates" below.

Specifications and Standards: Even where purchases are not required to be made from approved suppliers, they still must meet any specifications and standards we designate.

The specifications and standards are in the Operations Manual. Our standards and specifications, which are part of our Process Standards, may also impose minimum requirements for quality, cost, delivery, performance, design and appearance, delivery capabilities, financing terms, and ability of the supplier to service our franchise network as a whole.

Changes of Suppliers: If you want to use any item or service that does not comply with Process Standards or is to be purchased from a supplier that has not yet been approved or seek an alternative supplier to be an approved supplier, you must first submit sufficient information, specifications and samples for our determination whether the item or service complies with Process Standards or the supplier meets approved supplier criteria. We will, from time to time, establish procedures (Process Standards) for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval or our revoking approval of a supplier may be conditioned on requirements relating to product quality, frequency of delivery, standards of service and concentration of purchases with one or more suppliers in order to obtain better prices and service and may be temporary, pending our further evaluation of the supplier. Our criteria for approving suppliers may be treated by us as a trade secret and not shared with our franchisees. In other instances, we may share these criteria with you by placing it in the Operations Manuals or communicating it directly to you. We can revoke our approval of a supplier at any time upon immediate notice to you. We don't charge you a fee for reviewing or evaluating a proposed supplier. But, we also are not obligated to consider or evaluate them.

Rebates: We may negotiate with suppliers and manufacturers to receive profits and rebates on certain items you must purchase. We or our affiliates may earn profits or rebates on the resale of Products and Services to you. Our affiliates may earn profits or rebates on sales of Products and Services to us that you must purchase from us. Our rebate programs may vary depending on the supplier and the nature of the product or service. Not every supplier will pay us rebates. Certain suppliers and manufacturers may pay us a rebate based on the number of products ordered, which may vary.

While we may, from time to time, choose to use rebate monies or other remuneration from our rebate or supply programs for the NutriMost Development Fund, they do not reduce or offset your fees due us. We reserve the right to use such rebate monies or remuneration in any way we choose. The receipt of rebate monies or remuneration by us or our affiliates compensates us or our affiliates for our/their efforts to establish and maintain relationships, with suppliers and distributors, new product research and development, initial sourcing, and ongoing monitoring of quality and compliance by our suppliers.

While we may seek to establish supply relationships based on lowest or lower price, other considerations such as strategic marketing, strength of supplier, quality of product or service, competitive pressures, and the like, may influence our decisions to use and negotiate with those suppliers. As of the date of this Disclosure Document we have not instituted a formal rebate program with Approved/Preferred Suppliers to franchised NutriMost Businesses. We may request our preferred suppliers to provide assistance (financial support) to our franchise conferences or training meetings. Except as described above, there is no formula for the rebates for those suppliers or others and each is voluntary on the part of the supplier.

Cooperatives: There are currently no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price items), for the benefit of the franchise system. We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers. See Item 6 and 11.

Site Selection: We will furnish you with mandatory and suggested specifications, layouts and site selection criteria for a NutriMost Business, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings and color scheme in the Operations Manual. Your Site must be located in the territory designated in the Franchise Agreement and we must approve the site for the location of your Business. You must locate and obtain our approval of the site prior to the Franchise Agreement being signed. NutriMost reserves the right to require that the Site meet our criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from and proximity to other businesses and other NutriMost Businesses, the nature of other businesses in proximity to the Site and other commercial characteristics and the size, appearance and other physical characteristics of the proposed Site.

We also must approve the lease or sublease for the Site of your NutriMost Business. You must provide a copy of the proposed lease and related documents to us prior to signing them. Our approval of the lease indicates only that we believe that its terms fall within the acceptable criteria we have established as of the time of our approval. We have the right to require the lease to include certain provisions, including but not limited to, our right to possession of the Site if the franchise is terminated or not renewed or you lose possession because of your lease default. You still will be responsible for all lease obligations covering the time before we take over. If you and the Site landlord are or become related in ownership or control, and we eventually take over the Site, any lease will be amended to (a) be the same length as the Franchise Agreement, (b) be consistent with commercially reasonable "triple-net" leases being signed in your real estate market, and (c) reflect the Site's fair market rental value in your metropolitan area. You must provide us with a copy of the signed lease within fifteen (15) days of its execution.

If you purchase the Site, we first must approve the financing and/or purchase documents that you will sign. We require that they contain certain provisions that are designed to protect our rights. These required terms generally protect our rights under the Franchise Agreement, our ability to possess the Site if you violate any of your obligations to us, and your right to occupy the Site, and operate the Business without interference by lenders and mortgage holders.

Any person who is related to or affiliated with you or one of your owners, directors, officers or other principals, and who plans to lease the Site to you or own or obtain financing for the Site, must agree to be bound by these provisions.

You are responsible for developing the NutriMost Business. We require NutriMost Businesses to be constructed or remodeled in accordance with our specifications and standards, which may be changed from time to time. We will provide notice if such a change occurs and you, at your own expense; will be required to make any necessary changes to conform to new specifications and standards.

You must open the NutriMost Business for business within one hundred twenty (120) days of the effective date of the Agreement (the "**Opening Date**"). In our sole discretion, we may extend the time in which you have to commence operations for a reasonable period of time in the event factors beyond your reasonable control prevent you from opening on schedule, so long as you have made reasonable and continuing efforts to comply with such development obligations and you request, in writing, an extension of time in which to have the Franchise Business established.

Relocation: You may only operate your franchise at the approved premises and may not relocate without our approval, which we may grant or deny as we deem best. Whether or not we would allow relocation will depend on the circumstances and what we deem is in the best interest of the Brand. Factors we may evaluate include, the new Site's market area, whether you are in compliance with your Franchise Agreement, is it in your territory, proximity too other NutriMost locations and how long it will take to open at the new Site.

If we consent to a relocation of the Franchised Business, we may charge you a Relocation Fee (as set forth in Item 6) in connection with our review of the relocation request, and if it is approved, our expenses related to the implementation of the relocation may be billed to you. You will use the Site solely for the operation of the Franchised Business. Any other businesses shall be completely separate from the Franchised Business.

Computer System: Currently, we require you to install and use the NutriMost Technology Platform in your franchise business, which will evolve over time. The specifics of the current platform are outlined in the Operations Manual. There may be requirements to purchase and install certain hardware and software as upgrades are implemented for the improvement of client experience, client retention and Brand integrity. These purchases may be from us or a supplier we designate or approve. The NutriMost Technology Platform is described in greater detail in the Operations Manual. We currently require you to use a back office accounting system such as QuickBooks. The NutriMost Technology Platform is our proprietary software and is inclusive of our Website software and functionalities and third party providers.

Insurance: In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, such insurance coverage that we require from time to time and meet the other insurance related obligations in the Franchise Agreement. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. You must provide us copies of all insurance policies and each of them must name us as an additional insured party.

If the Site is destroyed, you must rebuild it or move to another Site in accordance with your obligations under the Franchise Agreement. The Franchise Agreement does not terminate by virtue of casualty to the Site.

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 other items of this disclosure document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 5.1	Item 11
b. Pre –opening purchase/leases	Section 5.3, 5.4 and 5.5	Items 6 and 11
c. Site development and other pre-opening requirements	Section 5.2	Item 11
d. Initial and ongoing training, conferences and training	Section 6 and 12.10	Items 6, 7 and 11
e. Opening	Section 5.7	Item 11
f. Fees	Section 4	Items 5, 6, and 7
g. Compliance with standards and policies/Operations Manual	Section 7	Item 11
h. Trademarks and proprietary information	Section 13 and Exhibit D	Items 13 and 14
i. Restrictions on products/services offered	Section 12.6 and 12.7	Items 8 and 16
j. Warranty and customer service requirements	Section 12	Item 11
k. Territorial development and performance quotas	Section 2 and Exhibit A	Item 12
l. Ongoing product/service purchases	Section 12.7	Item 8
m. Maintenance, appearance, and remodeling requirements	Sections 5.2 and 12.11	Item 11
n. Insurance	Section 21	Item 8
o. Marketing (Note 1)	Sections 4.5 and 11	Items 7, 8 and 11
p. Indemnification	Section 19.3	Not Applicable
q. Stakeholder's participation/management/staffing	Sections 9.3, 9.4 and 12.10	Item 15

Obligation	Section in Franchise Agreement	Disclosure Document Item
r. Records and reports	Sections 12.4 and 15	Item 11
s. Inspections and audits	Sections 12.4, 15.3 and 15.4	Item 6
t. Transfer	Section 16	Items 6 and 17
u. Renewal	Section 3	Items 6 and 17
v. Post-termination obligations	Section 17.6	Item 17
w. Non-competition covenants	Section 20	Item 17
x. Dispute resolution	Section 23	Item 17
y. Guarantee of franchisee obligations (Note 2)	Section 9.5 and Exhibit E	Item 15
Notes: (1) Online advertising/marketing and social media will also be subject to our approval and guidelines as outlined in the Operations Manual. (2) Each Stakeholder must sign a joinder to the Franchise Agreement binding the Stakeholder to the non-compete provisions and guaranteeing franchisee's obligations under the Franchise Agreement, including financial.		

ITEM 10: FINANCING

We do not currently offer direct or indirect financing. However, we may, in the future offer financing for things such as but not limited to; equipment purchases, if purchased from our affiliate equipment supplier, etc.

We do not guarantee your note, lease or other obligations.

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

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

Pre-Opening Assistance

Before you begin operation of the Franchised Business, we will:

(1) designate the Territory (Section 2 of the Franchise Agreement);

(2) review and advise you on your initial business plan, which we may require you to prepare ("Business Plan") (Section 8 of the Franchise Agreement);

(3) review and approve the Site in which you wish to operate your Franchised Business (Section 2 of the Franchise Agreement);

(4) approve plans for your construction and build-out, review your lease, and review your final site plan and specifications for the Site (Section 5 of the Franchise Agreement);

(5) provide an initial training and development program for the operation of the Franchised Business. Initial training is described in more detail below (Section 6 of the Franchise Agreement);

(6) provide you with guidelines, procedures, and specifications for the operation and management of the Franchised Business that you must adopt, including the NutriMost Technology Platform, the Required Equipment, other technology, record keeping, sales and marketing, client service, NutriMost Client-Centric Culture (Section 8 of the Franchise Agreement);

(7) make available to you a copy of the Operations Manual, which will include standards and specifications for philosophy, behaviors, process, technology, programs, procedures, management, and operation of the Franchised Business (Section 8 of the Franchise Agreement);

(8) sell you, provide you with guidelines, and assist you in the acquisition of equipment, required equipment, inventory, and supplies (Section 8 of the Franchise Agreement);

(9) license to you the right to use the Proprietary Marks in connection with the Franchised Business (Section 13 of the Franchise Agreement); and

(10) Provide guidelines and you are required to spend the amounts we designate on a grand opening marketing and promotional program comprised of the marketing/advertising activities we designate at our sole discretion (the "**Grand-Opening Campaign**") for your NutriMost Business. (Section 4 of the Franchise Agreement);

(11) Prior to your NutriMost Business opening date, we will add your NutriMost Business contact information to our website "location" page, and provide you access to our Intranet which serves as an on-line repository of approved forms, marketing/advertising materials and the like. (Section 13 of the Franchise Agreement);

Post-Opening Assistance

During the operation of the Franchised Business, we will:

(1) review and consult with you on your Business Plan, not required at this time although strongly encouraged. Details found in the Operations Manual. (Section 8 of the Franchise Agreement);

(2) provide general advisory assistance, as we believe necessary to help you in the ongoing operation, marketing/advertising and promotion of the Franchised Business (Section 4 of the Franchise Agreement);

(3) provide knowledge and expertise, as we deem appropriate, to help improve the performance of your Franchised Business (Section 8 of the Franchise Agreement);

(4) organize franchise conferences and training to discuss matters of mutual interest, which will act as an educational platform and provide a networking environment (Section 6 of the Franchise Agreement);

(5) provide you with the specifications for advertising and marketing materials you may use to promote your Franchised Business. You may not use advertising and marketing materials sourced from any non-approved or preferred supplier without first obtaining our approval (Section 4 of the Franchise Agreement).

(6) provide you with updates, revisions and amendments to the Operations Manual (Section 7 of the Franchise Agreement);

(7) periodically update you on current trends in the industry and developments in the Franchised Business (Section 8 of the Franchise Agreement);

(8) maintain a corporate website ("Corporate Website") to advertise, market and promote your Franchised Business and our business worldwide, as well as franchise opportunities, which we periodically may update and modify (Section 13 of the Franchise Agreement); and

(9) provide you with plans and specifications for any equipment and software installations (Section 8 of the Franchise Agreement); and

(10) administer and maintain the General Marketing Fund (Section 4 of the Franchise Agreement) and establish any Regional Cooperatives, at our discretion.

General Marketing Fund

At the current time NutriMost Wellness and Weight Loss does not have a General Marketing Fund. We do however, reserve the right to initiate, administer and maintain the General Marketing Fund at any time. Once established, each location will be required to contribute to the General Marketing Fund.

We or our designee will exclusively maintain and administer the general marketing fund (the "General Marketing Fund). We have the right to use General Marketing Fund contributions to develop, produce, and distribute national, regional and/or local marketing/advertising and to create marketing materials and public relations which promote the services offered by NutriMost locations. We may use the General Marketing Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing marketing/advertising, including the cost of: preparing and producing television, radio, magazine and newspaper advertising campaigns, direct mail and outdoor billboard advertising; public relations activities and advertising agencies; developing and maintaining an Internet website; and personnel and other departmental costs for marketing/advertising that we internally administer or prepare.

If we do not spend all fund contributions by the end of each fiscal year, the funds will be carried forward into the next fiscal year.

We are not required, under the Franchise Agreement, to spend any amount of General Marketing Fund contributions in your Territory and not all NutriMost franchisees will benefit directly or on a pro rata basis from our expenditures. We have the right to reimbursement from the General Marketing Fund contributions for reasonable costs and overhead, if any, as we may incur in activities which are reasonably related to directing and implementing the General Marketing Fund and advertising programs for franchisees and the NutriMost Brand, including costs of personnel for creating and implementing advertising, promotional and marketing programs.

We may terminate and resume the General Marketing Fund periodically during the term of the Franchise Agreement; however, any decision to terminate or resume the General Marketing Fund will apply to all franchisees and our company-operated locations equally. We will not terminate the General Marketing Fund before making arrangements to spend or rebate any balance in the General Marketing Fund after payment of all expenses. If we resume the General Marketing Fund, we will give you at least 30 days' written notice before General Marketing Fees become due again and we will collect General Marketing Fees at the original rate in this Agreement.

Regional and Local Advertising/Marketing Expenditures and Cooperative

Each location is strongly encouraged to spend at least 3% - 5% of monthly gross sales per month on local advertising and marketing.

We will provide you with the specifications for any advertising and marketing materials you use to promote your Franchised Business. However, you may not use advertising and marketing materials sourced from any other supplier without first obtaining an approval from NutriMost Corporate Office. All advertising placement is subject to our approval.

If you desire to use materials from sources other than us or our preferred/approved suppliers, you must send us for our review samples of any advertising, promotional and marketing material which we have not prepared or previously approved before you use them. All marketing materials supplied to NutriMost Corporate Office for approval will follow the procedures outlined in the Operations Manual. NutriMost reserves the right to obtain the rights to any materials created by the franchisee for marketing purposes. Should you decide to use materials from sources other than us, regardless of whether we approve the materials or not, you agree to completely indemnify and hold harmless

NutriMost, its officers, employees, or any other person associated with NutriMost from liability should any regulatory agency or other individual bring charges against you for your materials.

While we currently do not have a regional or local advertising/marketing cooperative, we have the right, at our sole discretion, to designate any geographical area for purposes of establishing such regional cooperatives ("Regional Cooperatives"), and to determine whether you must participate in such. If a Regional Cooperative is established applicable to your Franchised Business you must immediately become a member of such Regional Cooperative. For avoidance of doubt, your participation in a Regional Cooperative will replace your obligations of individual local advertising and marketing.

We have the right to change, combine or dissolve Regional Cooperatives. If your Franchised Business is within the territory of more than one Regional Cooperative, you are required to be a member of only one such Regional Cooperative. Details of such a Regional Cooperative are outlined in the Franchise Agreement.

When a local advertising/marketing cooperative is established, you will be required to contribute to it an amount determined by that local advertising/marketing cooperative. If additional funds are required and agreed to, as stipulated on the Co-Operative's By-Laws, then you must participate in and pay your pro rata share of the cost of such additional funds. When a cooperative is formed, there will be By-Laws, approved by us, governing documents for the cooperative or to be complied with by any third party marketing/advertising agency. We have the right to require the cooperative be formed, changed or dissolved.

We will permit you access to the payment and expenditure records of any cooperative to which you contribute. Our or our affiliates' outlets in that same area will participate on an equal basis, and will contribute on an equal basis. At this time, we do not have a defined area for the cooperatives. They may vary based on industry standards for the media selected.

National Brand Advisory Council

We welcome input of new ideas and solutions from franchisees. We currently have a Franchisee Advisory Council and in the future this Council may evolve into a National Brand Advisory Council ("**NBAC**") composed of franchisees, company operated locations, and Corporate Office personnel. The NBAC has the option to invite suppliers, vendors, and consultants to meetings depending on the agenda. The NBAC serves in an advisory capacity only, and its activities will be governed by the By-Laws which will be written when the NBAC is formed.

Websites, Internet, E-Commerce, and Social Media

We will maintain a corporate website to advertise, market and promote the NutriMost Wellness and Weight Loss business and our business worldwide, as well as franchise opportunities (the "Corporate Website"), which we periodically may update and modify.

We will list your NutriMost Wellness and Weight Loss location and other information related to your NutriMost Wellness and Weight Loss business on our Corporate Website. You may not use any other Internet site or web pages in connection with the NutriMost Wellness and Weight Loss business or otherwise containing or displaying the Marks, including but not limited to, YouTube, Facebook, Twitter, LinkedIn or Instagram without our approval and written consent.

In addition, you cannot operate or build a website through other electronic media that provides content in the areas of business that NutriMost operates even if the site does not mention NutriMost or contain any of its information or branding, even if said site is not in connection with the NutriMost Wellness and Weight Loss business without our written consent.

You may not use any Internet site or web pages in connection with the Franchised Business or otherwise containing or displaying the Proprietary Marks.

We have the right to designate the URLs, domain names, website addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin ("e-names") used in connection with the NutriMost Wellness and Weight Loss business. We have final control and approval over all content and information on the Corporate Website as well as franchise subpages. We will own all intellectual property and other rights on the Corporate Website and all information they contain (including but not limited to, the domain name or URL for Your Website, the log of "hits" by visitors, and any personal or business data that visitors supply, but excluding your proprietary information).

You agree to comply with any additional policies and standards we issue periodically with respect to the Internet specifically. Should we consent in writing to you advertising or usage of the Internet for your NutriMost Wellness and Weight Loss business, you must supply us with the current usernames, passwords, credentials and other account information that you have used in connection with any accounts relating to any approved Internet usage of the Marks.

All e-commerce activity will be conducted through the approved NutriMost facilities for said activities.

Computer Requirements

You must purchase, equip, install and utilize in your Franchised Business computer hardware, software, or subscriptions obtained from us or our designated suppliers. You will contact designated supplier to arrange the installation of the NutriMost Technology Platform.

You are responsible for all maintenance costs associated with the computer hardware, software, or subscriptions. You will arrange for broadband Internet service to facilitate electronic communication between us and you, at your sole cost. You will provide all assistance we require to bring your computer system on-line and integrate your computer system with our computer system at the earliest possible time.

You must keep your computer system in good maintenance and repair at your expense, and make such additions, changes, modifications, substitutions and replacements to your computer hardware, software, telephone and power lines or other computer-related facilities as we may direct, and on the dates and within the times we specify. Upon termination or expiration of the Franchise Agreement, any computer software, discs, drives, electronic documents and other storage media we have provided must be returned to us in good condition, excepting normal wear and tear.

All computer equipment must meet corporate security standards as defined in the NutriMost operations manual and of which we will update as is required.

NOMS which is a Point of Sales System requires compliance to credit card processing standards "Payment Card Industry Data Security Standards", and as such it is your responsibility to abide by and maintain your computer equipment to ensure compliance with the PCI standard. The ability to accept credit cards as is a requirement for all Franchisees.

Client records contain Personally Identifiable Information as well as client history data related to our services and potential medical conditions, as such all computer equipment must be secured to prevent inappropriate access and loss of this protected information. It is the responsibility of the Franchisee to ensure that physical as well as other information security controls are implemented to protect the computer equipment and the NutriMost Technology Platform accessed by said equipment. You are required to ensure that all measures you take to protect client information are compliant with HIPPA and/or any other regulations that are or may be in place.

Technology

Each office is required to implement the NutriMost Technology Platform (NTP) in its current version at the time of signing the Franchise Agreement. The NTP encompasses but not limited to: the NutriMost Management System (NOMS) which includes billing, scheduling, payment processing, inventory management, reporting, and client record repository; NutriMost Internal Communication System which includes intranet, store opener for new locations, training modules and support; NutriMost Resources which is the online portal for the Operations Manual, customized email campaigns, marketing tools and resources and on line ordering; and the NutriMost Interactive Virtual Assistant plus more. The NTP provides consistency across the Brand and provides a similar experience for clients. Updates and revisions will be made to the NTP as needed and updates will be required as needed by you.

Exclusive use of the NOMS for all of your NutriMost Wellness and Weight Loss business needs is required as part of the NutriMost Process. As necessary, when business needs dictate NutriMost reserves the right to allow exceptions for not using the NOMS. This exception process is at the sole discretion of the Franchisor and any exceptions must be requested and approved by the Franchisor.

Each office is required to utilize certain accounting software, word processing, standard virus software, windows firewall or standard firewall software as outlined in the Operations Manual. We reserve the right to designate changes or enhancements to the NutriMost Technology used in your business, the computer hardware, software and other equipment. Additionally, this could include any proprietary software that we or our affiliates develop exclusively for NutriMost Wellness and Weight Loss. At such time as we designate the change or enhancement to the NutriMost Technology, you may be required to make certain payments to us or our designated suppliers.

You will be provided reasonable time schedules to install and commence using the changed or enhanced NutriMost Technology. There are no contractual limitations on the frequency or cost of upgrades or changes in the NutriMost Technology, including software that we may impose. You must acquire the right to use hardware, software, peripheral equipment and accessories, and arrange for installation, maintenance and support services of the initial, changed or enhanced NutriMost Technology all at your cost.

We reserve the right to independently access all information collected or compiled by or in accordance with your use of the NutriMost Technology or other software used with your operation of your business. There are no contractual limitations on this right.

As a Franchisee you are responsible to ensure that The NutriMost Technology Platform is protected from harm by your users that are granted access to the platform by you. As such your users will be responsible to abide by the NutriMost Technology Platforms acceptable use standards. Violations of the acceptable use standards by your users may result in suspension of their access. At no time are your users to use the NutriMost Technology Platform in a manner that is malicious, damages the brand or against the stated purpose and standards of the systems in question.

Operations Manual

We will provide you with an Operations Manual (the "Operations Manual"), which is confidential and remains our property. We may modify the Operations Manual, but the modification will not alter your status and rights under the Franchise Agreement. The table of contents is attached as **Exhibit D**. There are 170 total pages in the Operations Manual.

The Operations Manual is provided to you electronically and can be obtained online. You will be provided login information once the Franchise Agreement is executed and you begin the process of opening your NutriMost location. We may, from time to time, revise the contents of the Operations Manual and you must comply with each new or changed standard.

Initial Training and Development

	SUBJECT	CLASS ROOM TIME	TRAINING SITE
Day 1	Corporate Office Tour & Introductions	1hr	Corporate Location
	Introduction: Mission, Culture, Core Values & Company History	30min	Home Office
	NutriMost Programs Orientation & Training	1hr	Home Office
	NutriMost Products: Introduction	1hr	Home Office
	NutriMost Technology Platform: Introduction	30 min	Home Office
	Inventory Control and Ordering Procedures	30 min	Home Office
	Franchising: Franchisor and Franchisee Obligations	1hr	Home Office
	Creating a Client-Centric Culture	1 1/2 hr	Home Office
Day 2	Building and Coaching a Client Centric Team	1hr	Home Office
	Operations Manual & Resources	1hr	Home Office
	Business Planning	1 1/2 hr	Home Office
	Marketing Plan & Tools	1hr	Home Office
	Office Procedures: Daily Operations • Phone/Scheduling • Appointments/Follow-Up and • Confirmation Procedures/Forms • Client Acquisition Strategies • Consultation • Closing Skills	2 1/2 hr	Home Office
	Administrative and Accounting: Financial Review	30 min	Home Office
	TOTAL HOURS	15	

The initial training and development is conducted partially at our NutriMost Wellness & Weight Loss Corporate Office or other location in Pittsburgh, PA or location to be determined, via on line training and could include training in your location or Territory. We reserve the right to charge the franchisee for the costs of sending our training team to any location for any on-site Initial Training.

You must attend and successfully complete the Initial Training & Development program to our subjective satisfaction. If you do not successfully complete our training program you will have to attend the entire training and development again at your cost before operating the Business. You are responsible for any and all travel expenses, living expenses and wages you and your employees incur in connection with attendance at the training program. Participants will not receive any compensation from us while attending training. We may dismiss from the training and development program any person whom we do not believe will perform acceptably in the position for which you hired them and you must provide a suitable replacement within thirty (30) days from the dismissal.

If a shareholder is going to be in either an advisory role, part-time or full time in the oversite, leadership, and/or management of the location they must attend and successfully complete the initial training and development. If they are "passive" shareholders, they may be required to attend a 1-2 day "Passive Shareholder Orientation Program."

After the Initial Training and Development, you and your employees will also be required to attend in person or participate on line the ongoing trainings provided periodically. You may request additional training at an additional cost, including our overhead for training staff and our reasonable out-of-pocket expenses. We will provide online and telephone support free of charge, except for any fees that may be charged by preferred/approved vendors that are applicable to you.

It is your responsibility to ensure that all subsequent managers and employees are properly trained on our Process and procedures, and our Process and procedures are utilized in the operation of your Franchised Business.

Training and Development will be conducted by a combination of NutriMost personnel both from Corporate Office; company operated locations, Advisory Board Members, select franchisees with expertise in the subject matter and occasional preferred vendors and/or suppliers.

Opening

You may not open the Franchised Business until you and your staff (as required) have completed Initial Training and Development and satisfied all of the other pre-opening obligations, including, securing all required licenses and insurance, construction of the Franchised Business in accordance with our Process standards, hiring sufficient staff, ordering and receiving the initial Products, Program Materials, and Required technology in accordance with our Process standards, and completing a grand opening campaign that we have approved.

You must complete Initial Training and Development and be ready to open within three (3) months of the signing of the Franchise Agreement unless we agree to a later date in writing. This is the typical length of time required to open a Franchised Business.

ITEM 12: TERRITORY

We will grant you a Primary Marketing Area ("Territory") in which you must operate the Franchised Business. Your Territory shall be described in an Exhibit to your Franchise Agreement.

You shall operate your NutriMost business only from a specified location approved by NutriMost Corporate Office. NutriMost will designate a general geographic area, such as a city or sector of a city (General Area) solely for the purpose of limiting the area within which you may seek a site location for your NutriMost business. Upon securing a lease for your NutriMost business and prior to the opening of your NutriMost business, we will designate a geographic area defining your Territory. The size of the Territory will be determined by general demographics of the area and based on factors such as residential population, the scope of the geographic boundaries, zip codes and other similar criteria in order to ensure that you can realistically service the Territory. The boundaries of the Territory may be shaped, at our sole discretion, to match the population criteria and natural geographic features. As long as you are not in default of your Franchise Agreement, we will not establish, nor license another party or entity to establish a NutriMost location within your Territory.

You may not relocate your Franchised Business from the Approved Location without first obtaining our consent (see Item 8 above).

Except for your limited exclusivity rights, we reserve, for ourselves and our affiliates, all other rights, including the right:

(1) to establish and operate, Franchised Businesses, which provide Products and Services anywhere inside or outside the Territory on the terms and conditions we deem appropriate, and regardless of proximity to the Territory;

(2) to sell, and to grant others the right to sell, products or services that are identical or similar to and/or competitive with the Products and Services offered by the Franchised Business, inside or outside the Territory through any distribution channels and on any terms and conditions we deem appropriate (although we have no current plans to do so);

(3) to establish and operate, and to grant to others the right to establish and operate, businesses selling products or services which are unrelated to the Products and Services both inside and outside the Territory on any terms and conditions we deem appropriate and to engage in any other business activities anywhere unless expressly prohibited by the Franchise Agreement;

(4) to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by the Franchised Business, and franchising, licensing or creating similar arrangements with respect to those businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located and operating (including in the Territory); and

(5) to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business, even if it sells products and services similar to those provided by the Franchised Business, or it operates, franchises, and/or licenses competitive businesses in the Territory.

We reserve the right to implement an annual performance quota for your Territory in the future. Failure to meet this quota may result in loss of your right to renew the franchise agreement, reduction of the Territory and/or loss of the right to exclusivity.

We may not otherwise alter or modify the Territory or your territorial rights during the term of the Franchise Agreement.

You have no options, rights of first refusal, or similar rights to acquire additional Franchised Businesses or territories.

Rights We Retain: Under the Franchise Agreement, we retain the right in our sole discretion to: establish and grant to our franchises the right to establish NutriMost Businesses anywhere outside the Territory, on such terms and conditions as we deem appropriate (even immediately outside the border of the Territory; operate and grant franchises to others to operate businesses, whether inside or outside the Territory, specializing in the sale of products or provision of services, other than a Competitive Business, using certain of the Marks or Copyrights and pursuant to such terms and conditions as we deem appropriate; operate and grant franchises to others to operate businesses, licenses, franchises, or Other Services of any kind, whether inside or outside the Territory, that do not use the Marks or Copyrights; market and sell, inside and outside of the Designated Area, through Alternative Channels of Distribution (like mobile businesses, Internet or Intranet website, e-mail site, etc.) goods and services competitive with goods and services offered by NutriMost Businesses, under or using the Marks and copyrights or under trade names, service marks, or trademarks other than Marks, without any compensation to you and in such amounts in such manner as we determine in our sole discretion, or Products and Services line add-on anywhere, even inside and Territory; and engage in any act or exercise any right not expressly and exclusively provided to you under your agreement with us. We are not required to pay you if we exercise any of the rights described above inside your Territory, or if we otherwise solicit or accept orders from consumers inside your Territory. We do not restrict you from soliciting or accepting orders from persons outside of your Territory for on-premises sales at the Site of your Business.

You do not have the right to use Alternative Channels of Distribution, including the internet, catalog sales, telemarketing or other direct marketing, to make sales where the products or services are provided outside of your Territory or at locations other than your approved Site.

Alternative Channels of Distribution: We and our affiliates may sell any Products or Services under the Marks (or other marks) both inside and outside of your Territory through any alternative channels of distribution other than the dedicated NutriMost Businesses, including sales through channels of distribution such as the internet, catalog sales, internet marketing or other direct marketing sales ("**Alternative Channels of Distribution**"). You will not receive any compensation for sales through Alternative Channels of Distribution. We do not sell or license the Core business processes as defined in the NutriMost Process and technology to enable another to establish a NutriMost Business in your Territory.

There are no limitations on our right to engage in Alternative Channels of Distribution for any Products and Services other than the sale or lease of the Foundational Elements to a Competitive Business in your Designated Area. Our Process may provide that we designate certain Products and Services as In-Office Products and Services, but we may change, alter or discontinue that designation at any time.

From time to time, we may, in our sole discretion, change, alter or amend the identity or re-categorize the Core business processes and technology. For purposes of the territorial protections granted to you, we treat Franchised Businesses and Company Operated Businesses the same. So, Core Business processes and technology, (as opposed to Branded Products and Services) will only be sold to clients who are under healthcare professional supervision at Company-Operated Businesses, Franchised Businesses and NutriMost Businesses.

A renewal (successor franchise) or transfer may require you or the transferee to accept a different Designated Area based on our then current policies. Although we and our affiliates have the right to do so (as described above), we and our affiliates do not operate and have not operated or franchised, and do not currently plan to operate or franchise other businesses selling or leasing similar products or services under different trademarks.

ITEM 13: TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the Proprietary Marks for the purposes of the Franchised Business. NutriMost Doctors, LLC owns the Proprietary Marks, and associated designs and has registered them, or applied for registration, on the Principal Register of the United States Patent and Trademark Office (the USPTO) as set forth below:

Proprietary Marks	Serial Numbers	Date of Filing/ Registration
Website		
Algorithms		
NutriMost	86/421,639	10/13/2014
HydroM	86/748,315	9/4/2015
PancreMost	87/081,655	6/23/2016
PrimMost Plus	87/081,761	6/23/2016
NutriMost HydroVitalize	86/748,082	9/4/2015
NutriMost HydroMolecular	86/748,230	9/4/2015
HepatoMost	87/081,568	6/23/2016
CardioMost	87/081,994	6/23/2016
RenaMost	87/081,800	6/23/2016
AdrenaMost	87/081,938	6/23/2016
NutriMost Wellness and Weight Loss	87/089,928	6/30/2016
NutriMost Forever	87/043,169	5/19/2016
NutriMost Wellness	87/041,733	5/18/2016
ThyroMost	87/082,686	6/24/2016
XenoMost	87/082,726	6/24/2016
TestoMost	87/082,034	6/23/2016

Through an Intellectual Property License Agreement with us (the "License Agreement"), NutriMost Doctors, LLC has licensed us the right to use the Proprietary Marks and the right to sublicense the use of the Proprietary Marks to our franchisees. The License Agreement has an initial five (5) year term, and renews for successive twelve (12) month terms, but termination of the License Agreement will not affect any franchise agreements in effect at the time of termination.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringements, opposition or cancellation proceedings or material litigation involving the Proprietary Marks. There are no agreements currently in effect which significantly limit our right to use or license the use of the Proprietary Marks in any manner material to you.

Your right to use the Proprietary Marks is derived solely from the Franchise Agreement and is limited to your development and/or operation of the Franchised Business in compliance with the applicable agreement and all applicable standards, specifications and operating procedures we prescribe during the term of the applicable agreement. Any unauthorized use of the Proprietary Marks by you constitutes a breach of the applicable agreement and an infringement of our rights in and to the Proprietary Marks. Your use of the Proprietary Marks and any goodwill established by this use will inure to our exclusive benefit. The Franchise Agreement confers no goodwill or other interests in the Proprietary Marks on you. All provisions of the Franchise Agreement applicable to the Proprietary Marks will apply to any other trademarks, service marks, commercial symbols and trade dress we authorize in writing for use by and licensed to you after you sign the applicable Franchise Agreement.

You must use the Proprietary Marks as the sole trade identification of the Franchised Business and must identify yourself in the form we prescribe as the independent owner of the Franchised Business. You may not use any Proprietary Mark or variation thereof as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form. You may not use any Proprietary Marks or any variation of them in connection with the performance or sale of any unauthorized services or products, as part of the domain name or address of any website, or in any other manner we have not expressly authorized in writing. You must display the Proprietary Marks prominently in the manner we prescribe. You must give notices of trademark and service mark registrations that we specify and obtain business name registrations as required under applicable law.

You must immediately notify us of any apparent infringement of or challenge to your use of any Proprietary Mark or claim by any person of any rights in any Proprietary Mark. You may not communicate with anyone except us and our counsel with respect to any infringement, challenge or claim. We will have sole discretion to take action as we deem appropriate in connection with any infringement, challenge or claim, and the sole right to exclusively control any litigation or other proceeding arising out of any infringement, challenge or claim relating to any Proprietary Mark. You must sign any and all instruments and documents, give assistance, and do any acts and things as may in the opinion of our counsel be necessary or advisable in order to protect and maintain our interests in any litigation or proceeding or otherwise to protect and maintain our interests in the Proprietary Marks. We will reimburse you for the reasonable out-of-pocket expenses you incur and pay in complying with these requirements; except if any action we take with respect to any claim or proceeding results in any monetary recovery for you which exceeds your costs, then you must pay your own costs and share pro-rata in our costs up to the amount of the monetary recovery.

The Franchise Agreement does not require us to take affirmative action when notified of any infringements of or challenges to the Proprietary Marks. We have the right to control any litigation or administrative proceedings involving the Proprietary Marks. We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any Proprietary Mark according to and in compliance with the applicable agreement, if you have timely notified us of the claim, have given us sole control of the defense and settlement of any claim, and have otherwise complied with the applicable agreement. If any action taken by us with respect to any claim or proceeding results in any monetary recovery for you which exceeds your costs, then you must pay your own costs and share pro-rata in our costs up to the amount of the monetary recovery.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue the use of any Proprietary Mark and/or for the Franchised Business to use one or more additional or substitute trade or service marks, you must immediately comply with our directions to modify or otherwise discontinue the use of the Proprietary Marks and/or to use one or more additional or substitute trademarks, service marks, logos or commercial symbols or substitute trade dress after our notice to you. Neither we nor our affiliates have any obligation to reimburse you for any expenditure you make in connection with any discontinuance or modification.

Except as set forth in Item 3, as of the date of this disclosure document, we are not aware of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks in any state.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not claim rights in any patents that are material to our business. However, we claim common law copyrights in the Operations Manual, the Corporate Website, and similar items used in operating the Franchised Business. We have not registered these copyrights with the United States Registrar of Copyrights.

There currently are no effective determinations of the USPTO, United States Copyright Office or any court regarding any of the copyrighted works. No agreement limits our right to use or license the copyrighted works except to the extent they include trademarks licensed to us by Sole Member. We do not know of any infringing uses which could materially affect your use of the copyrighted works in any state. No agreement requires us to protect or defend the copyrighted works or Confidential Information (defined below), although we intend to do so when the action is in the best interests of our System. No agreement requires us to indemnify you for your expenses or damages if you are a party to an administrative or judicial proceeding involving the copyrighted materials.

According to the Franchise Agreement, you acknowledge and agree (1) that we may authorize you to use certain copyrighted or copyrightable works in our discretion, (2) that the copyrighted works are our valuable property and of which we are the owner, and (3) that the rights granted to you are solely on the condition that you comply with the terms of the Franchise Agreement. You must acknowledge and agree that we own or are the licensee of the owner of the copyrighted works and will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of Franchised Businesses. The copyrighted works include the Operations Manual and may include all or part of the Proprietary Marks, trade dress and other portions of the Process. We intend that all works of authorship related to the Process and created in the future will be owned by us and copyrighted.

Your right to use the copyrighted works is derived solely from the Franchise Agreement and is limited to the use of the copyrighted works according to and in compliance with the agreement and all applicable standards, specifications, and operating procedures we prescribe. You must ensure that all copyrighted works used bear an appropriate copyright notice under applicable copyright laws as we may prescribe in the Operations Manual specifying that we are the owner of the copyright. The Franchise Agreement confers no interest in the copyrighted works upon you, other than the right to operate the Franchised Business in compliance with the agreement.

You must immediately notify us of any actual or Sole Member infringement of or challenge to any of the copyrighted works or claim by any person of any rights in the copyrighted works, and may not communicate with any person other than us and our counsel in connection with any infringement, challenge or claim. We shall have the sole discretion to take any action as we deem appropriate and the right to control exclusively any settlement, litigation, arbitration or administrative proceeding arising out of any alleged infringement, challenge or claim or otherwise relating to the copyrighted works.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue use of any of the copyrighted works and/or for you to use one or more additional or substitute copyrighted or copyrightable items, you agree to immediately comply with our directions to modify or otherwise discontinue the use of the copyrighted materials and/or to use one or more substitute materials.

Confidential Information

We possess and will further develop and acquire certain confidential and proprietary information and trade secrets including, but not limited to, the following categories of information, methods, techniques, procedure, technologies, and knowledge that we, our affiliates, or our franchisees have developed or will develop (the "Confidential

Information") including: (1) methods, techniques, specifications, standards, policies, procedures, information, concepts and processes relating to knowledge of and experience in the development, operation, and franchising of the Franchised Business; (2) marketing and promotional programs for the Franchised Business; (3) unique methods and techniques of wellness and weight loss; (4) methods of operation and practice management, i.e. NutriMost Technology; (5) knowledge of specifications for and knowledge of suppliers of certain materials, equipment and supplies for the Franchised Business; (6) operating results and financial performance of the Franchised Business; (7) the Operations Manual; and (8) the terms of the Franchise Agreement.

Under the Franchise Agreement, we will disclose to you parts of the Confidential Information as are required for the development and operation of the Franchised Business during training and in the course of any guidance or assistance furnished to you. You may learn or otherwise obtain from us additional Confidential Information during the term of the Franchise Agreement. You must agree to disclose the Confidential Information to your Stakeholders and employees only to the extent permitted by the franchise agreement.

You must acknowledge and agree that the Confidential Information is confidential to and a valuable asset of us and our affiliates, is proprietary, includes trade secrets of us and our affiliates and is disclosed to you on the condition that you agree that during and after the term of the applicable agreement you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible form; (4) will adopt and implement all reasonable procedures we prescribe to prevent unauthorized use or disclosure of the Confidential Information; and (5) will require all Stakeholders, spouses of Stakeholders, and all employees who have access to the Confidential Information to sign Confidentiality, Non-Competition, and Non-Solicitation Agreements in the form we approve and provide us, at our request, with signed copies of each agreement. Nothing contained in the Franchise Agreement will be construed to prohibit you from using the Confidential Information in connection with the operation of other Franchised Businesses according to a Franchise Agreement or other Agreements with us.

If you have obtained our prior written consent, the restrictions on the disclosure and use of the Confidential Information shall not apply to the following: (a) information, methods, procedures, techniques, technology, and knowledge which are or become generally known in the wellness and weigh loss business, other than through deliberate or inadvertent disclosure by you; and (b) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that you are legally compelled to disclose information, provided you have notified us prior to disclosure and used your best efforts to obtain, and afforded us the opportunity to obtain, an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

If you develop any new concepts, processes, improvements, technology, or innovations ("Innovations") solely relating to the Confidential Information, whether or not pursuant to a test we authorize, you must promptly notify us and provide us with all information regarding the Innovations, all of which shall become our property or the property of our affiliates and which may be incorporated into the Franchised Business without any payment to you. You, at your expense, must promptly take all actions we deem necessary or desirable to vest our ownership of such Innovations. We shall have no obligation to make any payment with respect to any such Innovations. You will not use, nor will you allow any other person or entity to use, any such Innovations without obtaining our prior written approval. We may refuse, defer or permit you to use such Innovations in your operation of the Franchised Business, based on the peculiarities of a particular Approved Location, density of population, business potential, or any other condition or circumstance. We shall have the right, in our sole discretion, to deny any such request we believe would not be in our best interests.

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

The Franchise Agreement requires you to exert your best efforts to develop and expand the market for Products and Services offered by the Franchised Business and to cooperate with us to accomplish the purposes of the Franchise Agreement. In that regard, you must not engage in any other business or activity that conflicts with your obligations under your Franchise Agreement. You must operate your Franchised Business in accordance with our Process standards of service, marketing and advertising, promotion and management. You must comply with all our business policies, practices and procedures, including the operating times of your Franchised Business, as we prescribe in the Operations Manual, or otherwise in writing from time to time.

You must assume responsibility for the day-to-day management and operation of your Franchised Business and the supervision of your Franchised Business personnel and who shall be available to be contacted by us at all reasonable times. You may hire a second-in-command ("Operations Manager"), who will be responsible for your Franchised Business in your absence. The Operations Manager must be identified in an exhibit to the Franchise Agreement. The Operations Manager must have satisfactorily completed Initial Training and Development plus ongoing training and development as it is required.

You must hire and maintain an adequate number and level of management and other personnel required to conduct operation of the Franchised Business according to the specifications in the Operations Manual. You are responsible for ensuring that your employees are properly trained to perform their duties. As described in Item 14, you are required to obtain Confidentiality, Non-Competition, and Non-Solicitation Agreements from your Stakeholders, spouses of Stakeholders, Operations Manager, and all your other employees. For the avoidance of doubt, you are the employer of all employees hired by you. NutriMost has no employment relationship with your employees and will not take part in any employment functions.

Furthermore, if you are an entity, each Stakeholder must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement according to the Personal Guaranty attached to the Franchise Agreement. Each Stakeholder will be required to sign the Franchise Agreement. Additionally, each of the entity's owners must agree that during the term of the Franchise Agreement, they will not participate in any competitive business, and that for 24 months after the expiration or termination of the agreement, they will not participate in a competitive business located within the United States.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Operations Manual provides suggested prices for the sale of NutriMost programs, services and products. These are ultimately the decision of the franchisee; however, for the sake of the NutriMost Brand it is advisable to make every effort to maintain price parity in markets which have multiple locations. Selling any or all of your NutriMost programs, services and products at the price which we recommend is not a guarantee or warranty your sales or profits will be enhanced.

You must offer the full range of Products and Services available from us in your Franchised Business. You may be allowed to offer other products and services through your franchised business so long as you inform us and we approve them.

We may change the types of approved Products and Services we make available in our Process from time to time without limitation. You may only sell Products and Services from your Approved Location. We must approve the prices on Products and Services offered from your Franchised Business before they are presented to any clients.

We also reserve the right to review or improve any Product or Service. You must promptly cease selling or providing any Product or Service we disapprove or remove from inventory for any reason.

ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in the Franchise Agreement	Summary
a. Length of the franchise term	Section 3.1	Five (5) years
b. Renewal or extension	Section 3.3	The Franchise Agreement may be renewed for an additional 5-year term, if certain conditions are met. A renewal fee will be charged.
c. Requirement for franchisee to renew or extend	Section 3.4	"Renewal" means signing a new Franchise Agreement, which may contain materially different terms, consistent with our then current Franchise Agreement. You may renew only if you are not in default under any agreement related to the Franchised Business, have no outstanding complaints, have prepared a Business Plan acceptable to us, complete any re-training and development required by us, have the right to remain in possession of the franchised location, have given a general release of any claims against us (if state law allows), are current on all payments to us, and have operated the Franchised Business in accordance with Franchise Agreement, and pay a renewal fee.
d. Termination by franchisee	Section 17.5	Except as applicable law allows, you do not have the right to terminate the Franchise Agreement.

Provision	Section in the Franchise Agreement	Summary
e. Termination by franchisor without cause	Section 17.3	We may not terminate the Franchise Agreement without cause.
f. Termination by franchisor with cause	Section s 17.1 and 17.2	We may terminate only if you or any Stakeholder commits one of several violations (see (g) below).
g. "Cause" defined – curable defaults	Section 17.2	You will have 30 days to cure, but if a cure within 30 days is not possible, efforts to cure must start within 30 days and continue until completion if you: (1) provide false, misleading, incomplete or inaccurate information; (2) fail to obtain the site for the Franchised Location within 120 days of the date of the Franchise Agreement; (3) fail to obtain any necessary licenses within 10 days before the Franchised Business opens; (4) your Management Staff fail to complete the training program within 20 days before the Franchised Business is scheduled to open; (5) violate a law or regulation applicable to your Franchised Business's operations; (6) violate any material provision of the Franchise Agreement; (7) make a transfer for the benefit of creditors; (8) issue any check which is dishonored; (9) ceasing operations prior to the end of the term, or temporarily closing for more than seven (10) consecutive business days without NutriMost's written consent; (11) abandon the Franchised Location; (12) materially impair the goodwill of the Marks or the wellness and weight loss Process; (13) lose

Provision	Section in the Franchise Agreement	Summary
		possession of the Franchised Location; (14) lose any applicable licenses; (15) fail to provide, or permit NutriMost to audit, your financial records; or (16) fail to open your Franchised Business by the Required Opening Date. Notwithstanding the foregoing, the cure periods are: 5 days for monetary defaults involving payments to us or our affiliates. 3 days for failure to maintain or produce evidence of required insurance. No cure if you have received 2 or more notices of default within the previous 12 months.
h. "Cause" defined – non-curable defaults	Section 17.1	(1) you are insolvent or bankrupt, (2) you breach your non-compete, confidentiality, or non-solicitation obligations, (3) you make an unauthorized transfer, (4) you make a material mis-representation, (5) you falsify a report or fail to disclose material facts to us, (6) the operation of your Franchised Business will result in imminent danger to public health or safety, (7) you, or your Stakeholders, officers, directors, shareholders, members, managers, partners, or any employee is charged with a crime, (8) you breach the representations and warranties made to us, (9) you remain in default beyond the cure period under any other agreement with us, our affiliates or third-parties related to the Franchised

Provision	Section in the Franchise Agreement	Summary
		Business.
i. Franchisee's obligations on termination/non-renewal	Section 17.6	Pay all amounts owed us; cease all use of Proprietary Marks; remove all signs; return to us or destroy all materials containing any Proprietary Marks; cancel assumed or fictitious name registrations; transfer all telephone numbers and key contact details to us; cease use of all copyrighted works; if we do not purchase the Franchised Business, make modifications as necessary to avoid confusion; furnish us evidence of compliance with the above; cease use of Confidential Information; return Operations Manual; return any equipment supplied by us; comply with post-term covenant not to compete.
j. Assignment of contract by franchisor	Section 16.10	No restriction on our right to assign.
k. "Transfer" by franchisee defined	Section 16.1	Includes transfer of any interest in the Agreement, you, your assets, or the Franchised Business and some or all of its assets.
l. Franchisor approval of transfer by franchisee	Sections 16.1 and 16.4	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 16.3	All your accrued monetary obligations to us or our affiliates are paid in full; you and your Stakeholders are in full compliance with the Franchise Agreement; the transferee meets our criteria; transferee and its owners agree to sign and be bound by all obligations our then-current form of Franchise Agreement; pay the transfer fee; parties sign and deliver a release and other required documents; personnel of transferee sign non-compete, non-

Provision	Section in the Franchise Agreement	Summary
		circumvent, and confidentiality agreements; completion of training; we approve the terms and conditions of the transfer; any obligations of the transferee to you are subordinate to us; transfer is made in compliance with all laws.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.8	We have the right to match offers from third parties to acquire an interest in the Franchise Agreement, the Franchised Business, assets of the Franchised Business or ownership interests in you.
o. Franchisor's option to purchase franchisee's business	Section 18	We have the right to purchase the assets of the Franchised Business on termination in compliance with the Franchise Agreement or non-renewal for fair market value.
p. Death or disability of franchisee	Section 16.9	Interest must be transferred to approved party within 6 months.
q. Non-competition covenants during the term of the franchise.	Section 20.1	No involvement by you, your Stakeholders, members of their immediate family, officers, directors, shareholders, members, managers, or partners, in a Competing Business anywhere. If you are a business entity, you may not engage in any business other than the development and operation of the Franchised Business. You may however, with NutriMost's written permission, develop practices which compliment or are companion to the Franchised Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 20.1	No involvement by you, your Stakeholders, members of their immediate family, officers, directors, shareholders, members, managers, or partners, in a Competing Business for two years.

Provision	Section in the Franchise Agreement	Summary
s. Modification of agreement	Section 24.10	No modifications unless in writing and signed. But Operations Manual subject to change by us.
t. Integration/merger clause	Sections 22.5 and 24.14	Only terms of this disclosure document and the Franchise Agreement (including Process standards in the Operations Manual) are binding (subject to state law). Any other promises outside of this disclosure document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by mediation and arbitration	Section 23.3	All disputes will be submitted first to mediation and then to arbitration in the State of Pennsylvania conducted in accordance with International Chamber of Commerce (ICC) commercial arbitration rules.
v. Choice of forum	Section 23.2	The State of Pennsylvania or such other venue as the parties may agree (subject to state law described in any applicable State Specific Addendum in **Exhibit A**).
w. Choice of law	Section 23.1	Pennsylvania law applies (subject to state law described in any applicable State Specific Addendum in **Exhibit A**).

See any state specific riders or addenda attached as **Exhibit A**.

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-operated or franchised outlets. 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 location, however, we may provide you with the actual records of that location. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting NutriMost Corporate Office via phone 412-256-9300 or email to Franchising@nutrimost.com , the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

We do not have any franchises operating as of the date of this disclosure document, nor do we have any franchisees who have had a franchise agreement terminated, cancelled, or not renewed or who have otherwise voluntarily or involuntarily ceased to do business under a franchise agreement with us or who have not communicated with us within ten (10) weeks of the date of this disclosure document.

System wide Outlet Summary
For years 2013 to 2015

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2013	0	0	0
	2014	0	0	0
	2015	0	0	0
Company- Owned	2013	0	0	0
	2014	0	0	0
	2015	0	0	0
Total Outlets[1]	2013	0	0	0
	2014	0	0	0
	2015	88	0	0

[1]As acknowledged in Item 1, NutriMost Wellness & Weight Loss has affiliates which at one time offered franchises. These affiliates have a total of 152 franchises currently operating.

Transfers of Outlets from Franchisees to New Stakeholders (other than the Franchisor)
For years 2013 to 2015

State	Year	Number of Transfers
All States	2013	0
	2014	0
	2015	0
Totals	2013	0
	2014	0
	2015	0

Status of Franchised Outlets
For years 2013 to 2015

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
All States	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
Totals	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0

Status of Company-operated Outlets*
For years 2013 to 2015

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Licensee	Outlets Closed	Outlets Sold to Licensee	Outlets at End of the Year
Pennsylvania	2013	0	0	0	0	0	0
	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
Totals	2013	0	0	0	0	0	0
	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0

* We do not operate NutriMost Wellness & Weight Loss franchises in the United States or anywhere in the world.

Projected Openings
as of December 31, 2016

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-operated Outlets in Next Fiscal Year
Pennsylvania	0	0	0
Totals	0	0	0

If you become a franchisee, your contact information may be disclosed to other potential franchisees when you leave the franchise system. Since we did not have any franchisees as of the date of this disclosure document, during our last three (3) fiscal years, none of our franchisees have signed confidentiality clauses restricting their ability to speak openly about their experience with our System. There are currently no trademark-specific franchisee organizations associated with our system.

ITEM 21: FINANCIAL STATEMENTS

Exhibit F contains our audited balance sheet as of October 7, 2016. Our fiscal year end is December 31.

ITEM 22: CONTRACTS

The Franchise Agreement is **Exhibit C** to this disclosure document. The following contract forms are Exhibits to the Franchise Agreement:

Territory Description
Statement of Ownership
Confidentiality and Non-Competition Agreement
List of Proprietary Marks
Guaranty and Assumption of Franchisee's Obligations
Authorization to Honor Electronic Funds Transfer

ITEM 23: RECEIPTS

Our and your copies of the disclosure document receipt are on **Exhibit J** of this disclosure document.

EXHIBIT A

STATE DISCLOSURE ADDENDA

Many states have statutes that may supersede the Franchise Agreement and other related agreements in your relationship with the Franchisor. These statutes may affect the enforceability of provisions in the agreements related to termination; transfer; renewal; covenants not to compete; choice of law; jurisdiction; venue selection; execution of waivers and releases of claims under the statute; injunctive relief; waiver of rights to jury trial; punitive and liquidated damage provisions, and other remedies; arbitration; and discrimination between franchisees.

Many states may have fair practice laws and other civil statutes affecting contracts and state and federal court decisions that may also affect the enforcement of provisions in the Franchise Agreement and other related agreements.

A provision in the Franchise Agreement which terminates the agreement upon your bankruptcy may not be enforceable under 11 U.S.C. § 101 et seq.

STATE SPECIFIC ADDENDA

The following modifications are to the NutriMost Wellness & Weight Loss, LLC franchise disclosure document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated ________________, 20___.

CALIFORNIA

1. The California Department of Business Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the disclosure document and/or franchise agreement and area development agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

A. Item 3 of the disclosure document is supplemented by the following language:

No person disclosed 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 such persons from membership in such association or exchange.

C. Item 17 of the disclosure document is supplemented by the following language.

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

b. 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.).

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

d. The franchise agreement requires binding arbitration. The arbitration will occur in Pittsburgh, PA with the costs being borne equally by both parties.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

e. The franchise agreement requires application of the laws of Washington. This provision may not be enforceable under California law.

e. 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).

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

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

4. As of January 1, 2008, California Corporations Code Section 31119 requires that the offering circular together with all proposed agreements relating to the sale of the franchise be delivered to prospective franchisees at least 14 days prior to execution by prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first.

5. As of January 1, 2008, California Corporations Code Section 3115 requires that all applicants for registration, except for California corporations, California limited partnerships, or California limited liability companies, file an irrevocable consent appointing the Commissioner to be the applicant's attorney to receive service of any lawful process in any non-criminal suit, action, or proceeding against the applicant which arises under the Franchise Investment Law.

5. As of July 1, 2008, only the UFDD can be used as the offering document to offer and sell registered franchises in California, regardless of when the franchisor registered its franchise system and regardless of any prior registration involving a UFOC.

6. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

ILLINOIS

Item 17, line item w., is amended to provide that (a) the Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to you concerning nonrenewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control; and (b) if the Franchise Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, the Act will control.

INDIANA

The "Summary" column in both ITEM 17.t. tables of the Franchise Disclosure Document is deleted and the following is inserted in its place:

> "Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us."

The "Summary" column in both ITEM 17.u. tables of the Franchise Disclosure Document is deleted and the following is inserted in its place:

> "Except for certain claims, all disputes must be arbitrated in Indiana. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act."

The "Summary" column in both ITEM 17.w. tables of the Franchise Disclosure Document is deleted and the following is inserted in its place:

> "Indiana law applies to disputes covered by Indiana franchise laws; otherwise Pennsylvania law applies."

The following is hereby added at the end of Section 23.1 of the Franchise Agreement:

> "Notwithstanding anything to the contrary in this provision, Franchisee does not waive any right under the Indiana statutes with regard to prior representations made by the Franchisor."

MARYLAND

1. (a) The Summary column for Items 17.v., "Choice of Forum" (Franchise Agreement chart) is amended as follows:

> "Except for any rights a franchisee has under the Maryland Franchise Registration and Disclosure Law to bring suit in Maryland for claims arising under the Law, mediation of disputes which are subject to mediation will be held at our corporate headquarters. Except as otherwise required by the Maryland Franchise Registration and Disclosure Law, venue for all proceedings arising under the Franchise Agreement is the state, county or judicial district where our principal place of business is located, unless otherwise brought by us."

(b) Item 17.c., "Requirements for you to renew or extend" (Franchise Agreement chart) and Items 7.m. "Conditions for our approval of transfer" (Franchise Agreement charts) are amended by the addition of the following:

> "The Code of Maryland Regulations COMAR 02.02.08.16L., states that a 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. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment or transfer of the Franchise Agreements."

(c) Item 17 is amended to add the following note at the end of that Item:

> "Any claims that Franchisee may have under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

(d) the addition of the following as the last paragraph of Item 17:

> "A provision in the Franchise Agreement which terminates the agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101."

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, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

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

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

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

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

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued

thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

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

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

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

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

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

WASHINGTON

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of 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.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

EXHIBIT B

LIST OF STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we are not required to appoint an agent for service of process in that state in order to comply with the requirements of franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

State	Franchise Administrator	Agent for Service of Process
California	Commissioner California Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677 71 Stevenson Street, Suite 2100 San Francisco, CA 94105 415-972-8577	Commissioner California Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 866-275-2677 1515 K. Street, Suite 200 Sacramento, CA 95814 866-275-2677
Hawaii	Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2744	Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2744
Illinois	Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62706 217-782-4465	Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465
Indiana	Secretary of State Securities Division 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681	Secretary of State Securities Division 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360

	410-576-6360	
Michigan	Michigan Department of Attorney General Consumer Protection Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48933 517-373-7117	Michigan Department of Commerce Corporation and Securities Bureau Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48933 517-373-7117
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 651-539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 651-539-1500
New York	Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 212-416-8236	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231 518-473-2492
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue, State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712	North Dakota Securities Department 600 Boulevard Avenue, State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue, Bldg. 69-2 Cranston, RI 02920 401-462-9527	Director of Dept. of Business Regulation 1511 Pontiac Avenue, Bldg. 69-2 Cranston, RI 02920 Securities Division 401-462-9527
South Dakota	Department of Labor and Regulation Division of Securities 445 East Capitol Avenue Pierre, SD 57501 605-773-4823	Director of Division of Securities 445 East Capitol Avenue Pierre, SD 57501 605-773-4823
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 804-371-9733
Washington	Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760	Director of Dept. of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760
Wisconsin	Office of the Commissioner of	Commissioner of Securities

	Securities Department of Financial Institutions 345 West Washington Avenue, 4th Floor Madison, WI 53703 608-266-1064	345 West Washington Avenue, 4th Floor Madison, WI 53703 608-266-1064

EXHIBIT C

FRANCHISE AGREEMENT

NutriMost Wellness & Weight Loss, LLC

FRANCHISE AGREEMENT

FRANCHISEE:________________________
EFFECTIVE DATE:______________________

NUTRIMOST WELLNESS & WEIGHT LOSS, LLC
FRANCHISE AGREEMENT
TABLE OF CONTENTS

EXHIBITS

NUTRIMOST WELLNESS & WEIGHT LOSS, LLC
FRANCHISE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this _____ day of __________, 2016 by and between **NutriMost Wellness & Weight Loss, LLC**, a Pennsylvania limited liability company, with a principal business address at **10483 Frankstown Road, Pittsburgh, Pennsylvania 15235** ("**we**" "**us**" "**NutriMost**" or the "**Franchisor**") and ____________ with corporate offices located at______________________, ("**you**" or the "**Franchisee**").

BACKGROUND

A. As a result of the expenditure of time, skill, effort and money, we have developed and own a unique and distinctive process ("**Process**") for providing a wellness and weight loss program.

B. You will operate in an exclusive territory providing services including, but not limited to, wellness and weight loss programs ("**Services**") and a range of supplements for resale ("**Products**").

C. The Process is identified by means of certain names and marks as set forth in Exhibit D (and as Exhibit D may be amended), including the "NutriMost" name and logo, taglines, designs and other trade names, service marks, trademarks, logos, insignias, slogans, emblems, symbols and designs (collectively, the "**Proprietary Marks**"), which are or may in the future be designated for use with the Process.

D. We will continue to develop, use and control the use of the Proprietary Marks in order to identify for the public the source of Products and Services marketed under the Proprietary Marks and the Process, and to represent the Process' high standards of quality, appearance and service.

E. You desire to establish a NutriMost Wellness & Weight Loss Franchise (the "**Franchise**") within the limited geographic areas described in Exhibit A (the "**Territory**") and we desire to grant you the right to operate a Franchise exclusively within the Territory subject to the terms and conditions contained in this Agreement.

F. You understand and acknowledge the importance of the Process' high and uniform standards of quality, operations and service and the necessity of developing and operating your Franchise in strict conformity with this Agreement, the Process and our Operations Manual ("**Operations Manual**").

NOW THEREFORE, in consideration of our granting you the right to operate a Franchise within the Territory during the Term of the Agreement, as well as the statements set forth in paragraphs A through F above, which are hereby incorporated into this Agreement, and the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF FRANCHISE

1.1 Grant of Franchise

Subject to the terms and conditions of this Agreement, we hereby grant you the right to establish, develop, and operate a NutriMost Wellness & Weight Loss Franchise ("**Franchise**" or "**Franchised Business**") offering services at locations within the exclusive Territory and to use the Proprietary Marks and Trade Dress in the operation of the Franchised Business for the Initial Term of this Agreement. You will at all times comply with your obligations hereunder and will continuously devote your best efforts to develop, promote, manage and operate the Franchised Business.

1.2 Scope of Franchise Operations

You will utilize the Proprietary Marks and Process to operate all aspects of the Franchised Business hereunder in accordance with the methods and procedures we develop and prescribe periodically, all of which are a part of the Process. Each Franchised Business will offer the Products and Services as we may designate but will not offer or sell any items or services not previously approved by us in writing.

1.3 Effective Date

This Agreement shall not be effective until the date it is signed by both parties through authorized representatives (the "**Effective Date**"). Once the authorized representative of the second party signs the Agreement, the Effective Date shall be inserted on the cover page and in the preamble of this Agreement.

2. FRANCHISED LOCATION AND DEVELOPMENT

2.1 Franchised Location

A "**Franchised Location**" is the Territory described in Exhibit A (selected and accepted by us in accordance with the provisions of Article 5), this Territory is an exclusive Territory, subject to the terms of this Agreement. You may not operate, solicit or advertise any Franchised Business outside the Territory without our prior written consent.

2.2 Relocation

a. Within Territory. Provided the Franchisee is not in default of this Agreement or any other agreement with NutriMost, the Franchisee may, at its sole expense and with the prior written approval of the Franchisor, which may be withheld at the Franchisor's sole discretion, be authorized by the Franchisor to relocate the Franchised Location if: (a) the proposed new location is located in the Franchisee's original Territory; (b) the proposed new location meets the Franchisor's requirements as set forth in this Agreement; and (c) the Franchisee pays a relocation fee of $3,500 to Franchisor upon receipt of authorization by the Franchisor.

b. Outside Territory. Franchisee is not permitted to relocate the franchise outside the territory.

2.3 Limitation on Franchise Rights

The rights granted to you are specific to each Franchised Location and cannot be transferred to an alternative location or Territory without our prior written approval. You may not sublicense these rights to anyone else. Furthermore, you may not: (a) offer Products or Services which are not approved by us, in accordance with our Process standards; or (b) offer Products or Services outside the Franchised Location. Any reference to "Process standards" in this Agreement means the standards and specifications contained in the Operations Manual, as the same may be modified by us periodically.

2.4 Separation of Professional Services

You will use the Franchised Location solely for the operation of the NutriMost Wellness and Weight Loss business. Any other businesses shall be completely separate from the NutriMost Wellness and Weight Loss Center.

2.5 Our Reservation of Rights

You acknowledge that we (and our affiliates) retain the right at all times during this Agreement's Term to engage in any and all activities that we (and they) deem appropriate, wherever and whenever we (and they) desire, and whether or not such activities compete with your Franchise. Additionally, other than the rights expressly granted to you in this Agreement, we reserve and retain all rights to use and license the Process and the Proprietary Marks, including, without limitation, our rights and the rights of our affiliates:

a. to establish and operate, Franchised Businesses, which provide Products and Services anywhere inside or outside the Territory on the terms and conditions we deem appropriate, and regardless of proximity to the Territory;

b. to sell, and to grant others the right to sell, products or services that are identical or similar to and/or competitive with the Products and Services offered by the Franchised Business, inside or outside the Territory through any distribution channels and on any terms and conditions we deem appropriate;

c. to establish and operate, and to grant to others the right to establish and operate, businesses selling products or services which are unrelated to the Products and Services both inside and outside the Territory on any terms and conditions we deem appropriate and to engage in any other business activities anywhere unless expressly prohibited by the Franchise Agreement;

d. to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by the Franchised Business, and franchising, licensing or creating similar arrangements with respect to those businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located and operating (including in the Territory); and

e. to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business, even if it sells products and services similar to those provided by the Franchised Business, or it operates, franchises, and/or licenses competitive businesses in the Territory; and

f. to engage in all other activities that are not expressly prohibited by this Agreement.

2.6 Modification of the Franchise Process

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we deem best, to vary Process Standards for, and to provide different levels of service to, any franchisee based upon the peculiarities of any condition or factors that we consider important to that franchisee's successful operation. You have no right to require us to grant you a similar variation or accommodation or to provide the same level of service.

3. TERM AND RENEWAL

3.1 Term

The initial term of this Agreement is for a period of five (5) years from the date of this Agreement ("**Initial Term**"), unless sooner terminated as provided herein, and may be renewed as set forth below.

3.2 Hold-over

If for any reason, you continue to operate your Franchised Business beyond the term of this Agreement, it shall be deemed to be on a month-to-month basis under the terms of this Agreement and subject to termination upon 30 days-notice or as required by applicable laws. If said hold-over period exceeds 90 days, this Agreement is subject to immediate termination unless applicable laws require a longer period. Upon termination after any hold-over period, you and those in active concert with you, including family members, officers, directors, partners and managing agents, are subject to the terms of Sections 17.6, 19.2 and 19.3 of this Agreement and all other applicable post-termination obligations contained in this Agreement. None of the provisions in this Section 3.2 apply in the event that you execute a franchise agreement for a Renewal Term pursuant to Section 3.3.

3.3 Right to Renew

a. At the expiration of the Initial Term, you will have an option to continue to operate each Franchised Business in its then-existing Territory for a second term of 5 years ("**Renewal Term**"). To exercise this Renewal Term you must give us written notice of your intent to exercise your renewal option at least 6 months but not more than 9 months before the expiration of the Initial Term. Failure to timely provide to us the required notice constitutes a waiver of your option to remain a franchisee beyond the expiration of the Initial Term.

b. Within 3 months after our receipt of your written notice of intent to exercise your option for a Renewal Term, we will advise you whether or not you have satisfied all the requirements set forth below in Section 3.4 and, therefore, are entitled to remain a franchisee for a Renewal Term. We are not obligated to offer you a Renewal Term if you fail to comply with any of those conditions of renewal. If we deem valid your option to remain a franchisee for the Renewal Term, our notice will contain preliminary information regarding actions you must take to satisfy Section 3.4. If we deem invalid your option and do not intend to permit you to remain a franchisee for the Renewal Term, our notice will specify the reasons. If we choose not to permit you to remain a franchisee for the Renewal Term, we may extend the Initial Term of this Agreement unilaterally for such time as necessary to comply with any applicable laws.

3.4 Conditions for Renewal

If you desire to continue as a franchisee for the Renewal Term, you must comply with all of the following conditions at the time of your renewal notice and at the end of the Initial Term:

a. You must be in compliance with all of the terms of this Agreement;

b. You must not be in default (i) under any agreement between you and us or our affiliates; or (ii) beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to any Franchised Business or with any vendor or supplier to any Franchised Business, and you must not have been in default beyond the applicable cure period under this Agreement, or any other agreements between you and us or our affiliates during the 12 months before the date of your notice of intent to exercise your option to remain a franchisee for a Renewal Term and the 12 months before the expiration of the Initial Term;

c. You must have no outstanding complaints;

d. You must submit the Business Plan and you will need our determination that the Business Plan is approved;

e. You and your employees must be in compliance with our then-current training requirements;

f. You must have the right to remain in possession of each Franchised Location, or other premises acceptable to us, and all monetary obligations owed to your landlord, if any, must be current;

g. You, all individuals who execute this Agreement, and all guarantors of your obligations must execute a general release and a covenant not to sue, in a form prescribed by us, of any and all claims against us and our affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between you and us or our affiliates, your operation of the Franchised Business or other corporate owned franchises, and all other stores or businesses operated by us that are franchised by us or our affiliates;

h. You must have operated the Franchised Business in accordance with this Agreement, as amended, and with the Process;

i. You must sign our then current Franchise Agreement; and

j. You must pay the required renewal fee of $15,000.

3.5 Acceptance of Renewal

a. If you will remain a franchisee for the Renewal Term, we will forward to you a the then current franchise disclosure document. Once you have reviewed and accepted we will forward a new franchise agreement for the Renewal Term for your signature prior to the expiration of the Initial Term. The form of franchise agreement will be the form then in general use by us for NutriMost (or, if we are not then granting franchises for NutriMost, that form of agreement as specified by us). We reserve the right to adjust the fees and other terms to be consistent with the then current offering terms for franchises.

b. You shall execute the new franchise agreement for the Renewal Term and return the signed agreement to us, along with the renewal fee, at least one month prior to the expiration of the Initial Term. Your failure to sign the new franchise agreement and return it to us (along with the renewal fee) within this time shall be deemed an election by you not to renew the Franchise and shall result in termination of this Agreement and the Franchised Business granted by this Agreement at the expiration of the Initial Term.

4. FEES

4.1 Initial Franchise Fee

You will pay us an initial franchise fee in the amount of $39,997.00 in consideration of our granting this Franchise. This initial franchise fee is non-refundable and is (1) fully payable in a lump sum upon execution of this Franchise Agreement; and (2) deemed fully earned by us upon receipt.

4.2 Royalty Fee

You shall pay us a nonrefundable and continuing royalty fee for the right to use the Process and the Proprietary Marks with the Franchised Business. If any taxes, fees or assessments are imposed on us in the Territory by reason of our acting as a franchisor or licensing the Proprietary Marks under this Agreement, you shall reimburse us the amount of those taxes, fees or assessments within 30 days after receipt of our invoice.

a. Initial Term. For the initial term the Royalty Fee must be paid as follows:

i. For months one (1) through three (3) after opening no Royalty fees shall be due;

ii. For months four (4) through six (6) after opening the Royalty fee shall be $1,000 per month;

iii. For months seven (7) through twelve (12) after opening the Royalty fee shall be $2,000 per month; and

iv. For year two (2) onward after opening the Royalty fee shall be $3,000 per month.

b. Renewal Term. If you renew your franchise based on the renewal terms set forth in this agreement the royalty fee shall be $3,000 per month beginning the month that the Renewal Term begins and shall continue until the expiration or termination of the agreement.

c. Franchisee's Obligation to Pay. Your obligation to pay to us the Fees pursuant to this section of the Franchise Agreement are absolute and unconditional, and will remain in full force and effect for the entire Term of this Agreement, whether or not terminated pursuant to Article 17 of this Agreement. If terminated pursuant to Article 17 of this Agreement, we may require all Royalty Fees remaining under this agreement be paid in a single lump sum payment.

4.3 Technology: Setup Fee

Once your location is setup you shall be required to pay a one-time fee of $2,000 for the setup of technology and equipment in your location. This payment shall be made at the signing of this agreement.

4.4 Technology: On-going Fee

You shall be required to pay a monthly technology fee of $400 per month. This payment shall be due on the first of each month.

4.5 General Marketing Fund Fees

At the time of this Agreement NutriMost does not have an active Marketing fund. Therefore, there is no General Marketing Fund Fee required at this time. NutriMost explicitly reserves the right to establish a marketing fund and once established require you to make payments into the marketing fund. These payments shall be Marketing Fund Fees. We shall notify you in writing, if and when, such a fund is established. The notice will provide you with all payment information including the amount of this fee.

4.6 Remittance Reports

The day after the end of each quarter from the date you first opened your Franchised Business ("**Fiscal Period**"), you shall submit to us in writing (or by electronic mail, polling by computer or such other form or method as we may designate) the amount of Gross Sales from your Franchised Business during the preceding Fiscal Period and such other data or information as we may require.

4.7 Payment of Fees

All fees shall be paid via electronic funds transfer ("**EFT**"). You must complete the Authorization to Honor Electronic Funds Transfers attached hereto as Exhibit F. Should this information change you shall notify us immediately.

4.8 Interest/Administrative Fees

If we do not receive any payment from you by the date it is due, then, in addition to paying the amount owed, you shall pay us: (a) interest on the amount owed from the date due until paid at the highest rate permitted by applicable law, not to exceed 18% Annual Percentage Rate (compounded monthly) of the amount owed; and (b) an administrative fee not to exceed 5% of the amount owed. Payment of interest by you is in addition to all other remedies and rights available to us pursuant to this Agreement or under applicable law.

4.9 Partial Payments

Your payment or our acceptance of any monies under this Agreement for a lesser amount than due shall not be treated as anything other than a partial payment on account. Your payment of a lesser amount than due with an endorsement, statement or accompanying letter to the effect that payment of the lesser amount constitutes full payment shall be given no effect and we may accept the partial payment without prejudice to any rights or remedies we may have against you. Our acceptance of payments by you other than as set forth in this Agreement shall not constitute a waiver of our right to demand payment in accordance with the requirements of this Agreement or a waiver by us of any other remedies or rights available to us pursuant to this Agreement or under applicable law. Notwithstanding any designation by us, we may apply any payments from you to any of your past due indebtedness for royalty fees, purchases from us or our affiliates, interest, or any other indebtedness. We have the right to accept payment from any other entity as payment by you and our acceptance of that payment will not result in that other entity being substituted for you.

5. FRANCHISE DEVELOPMENT

5.1 Your Responsibility

You are responsible and assume all cost, liability and expense for locating and obtaining a site or sites for, and developing, constructing and equipping your Franchised Business. You may not make any binding commitments to purchase or lease a site until we have approved of the site in writing. You must take all steps necessary to ascertain whether such location and lease or purchase agreement are acceptable.

5.2 Design Plans

You must construct, convert, remodel, improve, design and decorate the Franchised Location using plans based on our designs and specifications, and with the assistance of contractors, architects, technology experts, and suppliers designated or otherwise approved by us provided that such designated or approved supplier charges are in accordance with local market rates in the Territory. You are responsible to have prepared all required site plans and specifications, drawings blueprints, and construction plans and specifications ("**Plans**") to suit the shape and dimensions of the Franchised Location and to ensure compliance with applicable laws. You must submit proposed Plans to us and, upon our request, all revised or "as built" Plans during the course of such construction. You may not begin site preparation or construction prior to receiving written notification from us. We will notify you within 30 days after receipt as to whether or not we consent to the Plans. Once we accept the Plans, no material change may be made to the Plans without our prior written consent, which will not be unreasonably withheld. We will grant or refuse to consent to Plan changes within 10 business days after receipt.

5.3 Signs

You must purchase or otherwise obtain and place or display at your Franchised Business (interior and exterior) only those signs, emblems, lettering, logos and display materials as we prescribe in compliance with Process standards as set forth in the Operations Manual, or otherwise. You will ensure that all signs comply with applicable laws and are hereby permitted to make such changes to signage as may be required by the laws of the Territory. However, any modifications to the Process standards for signs as required due to applicable laws shall be submitted to us for prior written approval which shall not be unreasonably withheld. You acknowledge the Proprietary Marks, or any other name, symbol or identifying marks on any signs, may only be used in accordance with our Process standards and only with our prior written approval.

5.4 Equipment and Supplies

You will purchase or otherwise obtain for use or sale in connection with the Franchised Business, equipment, inventory and supplies of a type, quality and variety which comply with our Process standards.

a. A detailed list of the initial inventory ("**Initial Inventory**") will be provided in the Operations Manual.

b. You will also be required to purchase such ongoing inventory and supplies from us and third party suppliers, that we have approved. This also may include some Products for resale ("**Proprietary Items**").

c. You will be required to purchase the equipment required to run a Franchised Business including computer equipment, hardware and software and any additional equipment as set forth in our Operations Manual.

5.5 Electronics; Computer Software and Hardware

a. You must purchase/lease, equip, install and utilize in your Franchised Business computer hardware and software, and telecommunications products and support services that meet our minimum specifications as described in the Operations Manual which must be obtained from us or our designated suppliers. In the event we do not specify a designated supplier you may purchase from a supplier of your choosing, but the products must still meet the minimum requirements we require.

b. You are required to subscribe to a broadband service to facilitate electronic communication between us and you, at your sole cost. You are responsible for all maintenance costs and ongoing software support associated with the electronics, computer hardware and software. You will provide all assistance we require to bring your computer system on-line and integrate your computer system with our computer system at the earliest possible time. You agree to give us, and acknowledge that we shall have, the free and unfettered right to retrieve any data and information from Franchise Business computers as we deem appropriate, including electronically polling the daily sales and other data of the Franchised Business. Should you have a separate medical office which you maintain, you shall ensure that any release of information that is provided to NutriMost complies with all Federal, State, Local and other laws and regulations.

c. You must either allow us to install or install yourself the NutriMost Technology Platform. The NutriMost Technology Platform is our proprietary software and is inclusive of our Website software and functionalities, and third party providers.

d. You must ensure that you install all updates and revisions that are made to the NutriMost Technology Platform as we require.

e. You must keep your computer system in good maintenance and repair at your expense and make such additions, changes, modifications, substitutions and replacements to your computer hardware, software, telephone and power lines or other computer-related facilities as we may direct, and on the dates and within the times we specify. Upon termination or expiration of this Agreement, any computer software, including anything downloaded, discs, drives and other storage media we provide must be returned to us in good condition, excepting normal wear and tear.

5.6 Permits and Licenses

You will file all documents and obtain and maintain in effect through the duration of this Agreement, all such permits, licenses and certifications as may be required for the lawful operation of the Franchised Business, including, without limitation, local zoning, building and fire codes, business, occupational, labor and miscellaneous licenses or permits. If your state requires you to obtain a permit or license in order to sell the Products and Services, you shall obtain and maintain the necessary permit or license. You will forward to us, within 5 days of your receipt thereof, copies of all inspection reports, warnings, certificates and ratings issued by any governmental entity during the Term of this Agreement in connection with the operation of the Franchised Business which indicates your failure to meet or maintain the highest governmental standards, or less than your full compliance with applicable laws.

5.7 Commencement of Operations and Opening to the Public

You shall open the Franchised Business within one hundred twenty (120) days from the Effective Date of this Agreement ("**Opening Date**"). Failure to open by the Opening Date is a material breach of this agreement.

Unless we and you otherwise agree in writing, you have until the Opening Date for each Franchised Location to: (a) secure all necessary financing for your Franchised Business; (b) complete the Initial Training program described in Section 6.1 of this Agreement; (c) purchase or lease equipment, signage, and software as required; (d) purchase an opening inventory of Products and supplies for the Franchised Business consisting only of authorized and approved Products and other materials and supplies; (e) obtain and provide evidence of insurance as described in Article 21 below; (f) obtain and maintain all required building, utility, sign, business, and other permits and licenses applicable to the Franchised Business; (g) obtain our approval (subject to meeting our standards and specifications as outlined in the Operations Manual) to open your Franchise Business to the public; and (h) commence operation of the Franchised Business by opening to the public.

We may extend the time in which you have to commence operations for a reasonable period of time in the event factors beyond your reasonable control prevent you from opening on schedule, so long as you have made reasonable and continuing efforts to comply with such development obligations and you request, in writing, an extension of time in which to have the Franchised Business established.

You may not open a Franchised Business for operation without our express written authorization, which will not be granted unless you have satisfied all the conditions contained in this Agreement.

6. TRAINING

6.1 Initial Training Program

The Initial Training Program ("Initial Training") will be conducted in any of the following: (1) at our NutriMost Wellness & Weight Loss Corporate Office or other location in Pittsburgh, PA or a location to be determined; (2) via online training; or (3) training in your location or Territory. We reserve the right to charge the franchisee for the costs of sending our training team to any location for any on-site Initial Training. You will be responsible for the travel, lodging and other costs you or your employees may incur to attend the training. The Initial Training will be conducted within ninety (90) days of signing the Franchise Agreement.

All signatories to the Franchise Agreement are required to attend the training. All attendees must successfully complete the Initial Training & Development program to our subjective satisfaction. If you do not successfully complete our training program you will have to attend the entire training and development program again at your cost.

You are responsible for worker's compensation insurance, as applicable, during this training program. Training participants will not receive any compensation from us while attending our training. We may dismiss from the training program any person who fails to pass the tests administered throughout training.

It is your responsibility to ensure that all subsequent managers and employees are properly trained on our Process. You will be held responsible for any acts or omissions of your employees. NutriMost shall not be responsible to provide training to your employees.

6.2 Length of Training

	SUBJECT	CLASS ROOM TIME	TRAINING SITE
Day 1	Corporate Office Tour & Introductions	1hr	Corporate Location
	Introduction: Mission, Culture, Core Values & Company History	30min	Home Office
	NutriMost Programs Orientation & Training	1hr	Home Office
	NutriMost Products: Introduction	1hr	Home Office
	NutriMost Technology Platform: Introduction	30 min	Home Office
	Inventory Control and Ordering Procedures	30 min	Home Office
	Franchising: Franchisor and Franchisee Obligations	1hr	Home Office
	Creating a Client-Centric Culture	1 1/2 hr	Home Office
Day 2	Building and Coaching a Client Centric Team	1hr	Home Office
	Operations Manual & Resources	1hr	Home Office
	Business Planning	1 1/2 hr	Home Office
	Marketing Plan & Tools	1hr	Home Office
	Office Procedures: Daily Operations • Phone/Scheduling • Appointments/Follow-Up and • Confirmation Procedures/Forms • Client Acquisition Strategies • Consultation • Closing Skills	2 1/2 hr	Home Office
	Administrative and Accounting: Financial Review	30 min	Home Office
	TOTAL HOURS	15	

6.3 Shareholder Training

If a shareholder is going to be in either an advisory role, part-time or full time, in oversite, leadership, and/or management of the location they must attend and successfully complete the initial training and development.

6.4 Training by You; Additional Training

After the Initial Training, you must also attend ongoing training provided periodically via online or in person sessions. You may request additional training at any time, at an additional cost to you.

7. OPERATIONS MANUAL

7.1 Operations Manual

We will provide to you one or more manuals, technical bulletins, or other written materials (collectively referred to as "**Operations Manual**") covering certain of our Process standards and operating and marketing procedures that we require you to utilize in operating your Franchised Business. You must comply with the Operations Manual as an essential aspect of your obligations under this Agreement and your failure to comply with the Operations Manual after any applicable cure period is a breach of this Agreement.

7.2 Confidentiality of Operations Manual Contents

You must use the Proprietary Marks and Process only as specified in the Operations Manual. The contents of the Operations Manual are our trade secrets. You acknowledge and agree that you will treat such portions of the Operations Manual as our trade secrets. The Operations Manual is our sole property and you must keep the Operations Manual confidential at all times during and after the term of this Agreement. You may use the Operations Manual only during the term of this Agreement and in strict accordance with the terms and conditions hereof. You must take reasonable steps to safeguard the confidentiality of the Operations Manual and only provide it to necessary personnel. You must not duplicate the Operations Manual nor disclose its contents to persons other than those employees or officers who need to know the content and who have signed a Confidentiality and Non-Competition Agreement in a form approved by us. You must return the Operations Manual and all supplements thereto and works derived therefrom to us upon the expiration, termination or assignment of this Agreement.

7.3 Changes to Operations Manual

We may revise the Operations Manual periodically as we deem necessary to update or change operating and marketing techniques or our Process standards. You, upon receipt of any updated information, must update your copy of the Operations Manual as instructed by us and must conform your operations to the updated provisions within 30 days of receipt of each update. You acknowledge that a master copy of the Operations Manual maintained by us at our principal office will be controlling in the event of a dispute relative to the content of any Operations Manual. All Manuals shall be provided in the English language. You shall be responsible for any cost and expense to translate any materials provided by us.

8. FRANCHISOR ASSISTANCE

8.1 Pre-Opening Assistance

In connection with the initial establishment of the Franchised Business, we will:

a. designate the Territory;

b. review and advise you on your initial business plan ("**Business Plan**");

c. review and approve the Site in which you wish to operate your Franchised Business;

d. approve plans for your construction and build-out, review your lease, and review your final site plan and specifications for the site;

e. provide an initial training and development program for the operation of the Franchise Business as set forth in Section 6.1 above;

f. provide you with guidelines and specifications for the operation and management of the Franchised Business that you must adopt, including the NutriMost Technology Platform, the Required Equipment, other technology, record keeping, sales and marketing, client service, NutriMost Client-Centric Culture and human resources;

g. provide an Operations Manual in accordance with Section 7.1;

h. sell you, provide you with guidelines, and assist you in the acquisition of equipment, required equipment, inventory and supplies. To the extent not purchased from us, we will make available to you a list of approved suppliers, if any, of such items and, if available, a description of any regional or central purchase and supply agreements offered by such approved suppliers for the benefit of our franchisees. You will only use such suppliers we have approved (including us), in accordance with Section 12.7, for the items we identify;

i. provide guidelines and you are required to spend the amounts we designate on a grand opening marketing and promotional program comprised of the marketing/advertising activities we designate at our sole discretion (the "**Grand Opening Campaign**") for your Franchised Business;

j. prior to your NutriMost Business opening date, we will add your NutriMost Business contact information to our website "location" page, and provide you access to our Intranet which serves as an on-line repository of approved forms, marketing/advertising materials and the like; and

8.2 <u>Post-Opening Assistance</u>

We will advise and consult with you periodically, as we deem appropriate, in connection with the ongoing operation of the Franchised Business. More specifically:

a. we will review and consult with you on your annual Business Plan. However, you shall not be required to submit an annual business plan, although we highly encourage it;

b. we will provide general advisory assistance, as we believe necessary to help you in the ongoing operation, marketing/advertising and promotion of the Franchised Business;

c. although not obligated to do so, we may provide knowledge and expertise, as we deem appropriate, to help improve the performance of your Franchised Business;

d. we may organize franchise conferences and training to discuss matters of mutual interest, which will act as an educational platform and provide a networking environment;

e. we will provide you with the specifications for advertising and marketing materials you may use to promote your Franchised Business. You may not use advertising and marketing materials sourced from any supplier without first obtaining our approval;

f. we will provide you with updates, revisions and amendments to the Operations Manual;

g. we will periodically update you on current trends in the industry and developments in the Franchised Business;

h. we will maintain a corporate website ("Corporate Website") to advertise, market and promote your Franchised Business and our business worldwide, as well as franchise opportunities, which we periodically may update and modify;

i. provide you with plans and specifications for any equipment and software installations; and

j. administer and maintain the General Marketing Fund, should one be established, and establish any Regional Cooperatives, at our discretion.

9. FRANCHISEE COVENANTS AND OWNERSHIP

9.1 Representations

If you are a corporation, a limited liability company or a partnership (collectively, a "**Business Entity**"), you make the following representations and warranties: (a) you are duly organized and validly existing under the laws of the jurisdiction where you are organized; (b) you are qualified to do business in the jurisdiction in which the Franchised Business is located; (c) execution of this Agreement and the development and operation of the Franchised Business is permitted by and under your governing documents; and (d) unless waived in writing by us, your governing documents have been furnished to us and shall at all times provide that your activities are limited exclusively to the development and operation of the Franchised Business(s). When any governing documents are modified, you must promptly provide copies to us.

9.2 Ownership of Franchise

You shall at all times during the Term of this Agreement own and control the Franchised Business. Upon our request, you must promptly provide satisfactory proof of such ownership to us. You represent that all interests in you are owned by the individuals identified in the Statement of Ownership, attached hereto as Exhibit B and by this reference incorporated herein, and in the percentages listed therein. You represent that the Statement of Ownership is true, complete, accurate and not misleading. You shall promptly provide us with a written notification if the information contained in the Statement of Ownership changes at any time during the term of this Agreement and will comply with the applicable transfer provisions contained in Article 16 below.

9.3 Operating Manager

You must assume responsibility for the day-to-day management and operation of your Franchised Business and the supervision of your Franchised Business personnel and who shall be available to be contacted by us at all reasonable times.

You may hire a second-in-command ("**Operating Manager**"), who will be responsible for your Franchised Business in your absence. The Operating Manager must have satisfactorily completed initial training.

9.4 Employees

You shall hire and maintain an adequate number and level of management and other personnel required for the conduct of the Franchised Business. You shall be responsible for ensuring that your employees are properly trained to perform their duties in accordance with Section 6 above. You acknowledge and understand that you, and not NutriMost, are the employer of any employees which you hire. Furthermore, you agree to indemnify and hold harmless NutriMost in the event that one of your employees files suit treating NutriMost as a joint employer.

You shall ensure that all employees sign a Confidentiality, Non-Competition, and Non-Solicitation Agreement including, but not limited to, Owners, their spouses, and the Operating Manager.

9.5 Guarantee

Each Owner, and their spouse, shall personally guarantee the obligations under this Franchise Agreement. They shall be personally bound by, and liable for the breach of, every provision of this

Franchise Agreement. Each Owner, and their spouse, shall sign the Personal Guaranty attached to this Agreement as Exhibit E.

10. PURCHASES OF PRODUCTS

10.1 Inventory

Prior to commencement of operation of the Franchised Business, you will purchase and stock the Franchised Business, as set forth in Section 5.4. You shall, during the term of this Agreement, maintain Product Inventory levels sufficient to meet client demands and in compliance with Process standards as may be described in the Operations Manual.

10.2 No Product Warranties

The Products you purchase from us or our affiliates shall be subject only to manufacturers' warranties. WE AND OUR AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PRODUCT PURCHASED BY THE FRANCHISEE.

10.3 Changes in Products and Services

We and our affiliates shall have the right, at any time and upon 10-days prior written notice, to you to add items to, or withdraw items from, the list of Products and Services; to add to or delete from the list of approved suppliers of Products; to revise any Product; and to change the prices, discounts, or terms of sale of any Product, provided, however, no such changes in prices, discounts or terms shall affect accepted orders pending with us and our affiliates at the time of change.

11. ADVERTISING

11.1 Approval of Advertising

We will provide you advertising and marketing materials you may use to promote your Franchised Business which you may use in the Territory. Some are available for a cost and others free of charge. You may not use advertising and marketing materials sourced from any other supplier without first obtaining our written consent. In order to obtain approval from us you must send us for our review samples of any advertising, promotional and marketing material which we have not prepared or previously approved before you use them. The proposed advertising or a description of the marketing or promotional program shall be submitted to us following the procedures outlined in the Operations Manual. If you do not receive written approval within 15 days after we receive the materials and/or the proposed plan, they are disapproved. You agree that NutriMost has the right to obtain the rights to any advertising or marketing materials you create without further payment to you.

Should you decide to use materials from sources other than us, regardless of whether we approve the materials or not, you agree to completely indemnify and hold harmless NutriMost, its officers, employees, or any other person associated with NutriMost from liability should any regulatory agency or other individual bring charges against you for your materials.

You acknowledge that advertising and promoting the Franchised Business in accordance with Process standards is an essential aspect of the Process, and you agree to comply with all such Process standards pertaining to advertising. You shall display all required promotional materials, signs, point of purchase displays and other marketing materials in your Franchised Business and in the manner we prescribe. All advertising placement is at your own cost but is subject to our approval.

11.2 Local Advertising Cooperative

You are required to contribute to any local advertising cooperative established by us in the amount that is determined by the cooperative. Any cooperative that is formed shall have bylaws which are approved by us. We reserve the right to require a cooperative be formed, changed or dissolved.

12. QUALITY CONTROL AND COMPLIANCE WITH PROCESS STANDARDS

12.1 Compliance with Operations Manual

You shall operate the Franchised Business in accordance with the Operations Manual, as we may modify the same periodically, and in such a manner as to not detract from or adversely reflect upon our name and reputation and the goodwill associated with the NutriMost name and the Proprietary Marks.

12.2 Process Standards

You will comply with our Process standards for the Products and Services offered at or through the Franchised Business, including without limitation, equipment, operating procedures, inventory policies, client service, employee attire, supplies, forms, advertising materials, and other items used in connection with the Franchised Business. We may change our Process standards for any of the foregoing, upon 30 days prior written notice to you. You shall, throughout the term of this Agreement, remain in compliance and strictly adhere to all of our current Process standards for the Franchised Business as prescribed periodically.

12.3 Compliance with Laws and Good Business Practices

You will conduct yourself and operate your Franchised Business in compliance with applicable laws in such a manner so as to promote a good public image. In connection therewith, you will be solely and fully responsible for obtaining any and all licenses, permits and authorizations from all governmental authorities in your Territory, as required, to carry on the Franchised Business. You will promptly forward to us copies of all, operations, tax, health and sanitation, fire, building, and other licenses and other similar reports of inspections as and when they become available, if any, and shall immediately forward to us notices of any other regulations or laws violations upon receipt thereof. You shall be solely responsible for any penalties or fines assessed for failure to abide by such laws and regulations. In our sole discretion, we may undertake certain registrations or other compliance activities involving your Franchised Business, and you shall fully cooperate with us and/or any third-party designee regarding any such registrations or compliance activities, including providing all necessary information and paying any related invoices.

All advertising and promotion by you shall be completely factual and shall conform to the highest standards of ethical advertising. You will, in all dealings with your clients, suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice that may be injurious to the goodwill associated with the Proprietary Marks or the business of us or our affiliates, the Process or other wellness and weight loss services operated or franchised by us or our affiliates.

12.4 <u>Inspections</u>

We, however, at our own cost reserve the right to conduct the inspections without prior notice to you, including, to: (a) observe, photograph and videotape the operations of the Franchised Business for such consecutive or intermittent periods as we deem necessary; (b) remove samples of any Product for testing and analysis; (c) interview personnel of the Franchised Business; (d) interview clients of the Franchised Business; and (e) inspect and copy any books, records and documents relating to the operation of the Franchised Business or, upon our request, require you to send copies thereof to us at our own cost. You will cooperate fully with these inspections and will take all necessary steps to immediately correct any deficiencies detected during these inspections, including, without limitation, ceasing further sale of unauthorized Products or Services, and ceasing further use of any equipment, advertising materials or supplies that do not conform to the Process standards. You will present to your clients such evaluation forms as we periodically prescribe and will participate and/or request your clients to participate in any surveys performed by or on our behalf as we may direct. We shall conduct such inspections at our own cost and you may be present at such inspections. Timing for the inspections shall be at our sole discretion.

12.5 <u>Signs and Logos</u>

Pursuant to the requirements set forth in Sections 5.3 and 13, you will prominently display in and upon the land and buildings of the Franchised Business interior and exterior signs and logos using the name we prescribe, without any prefix or suffix, and those other names, marks, advertising signs and logos, of such nature, form, color, number, location and size, and containing that material as we may periodically direct in accordance with our Process. You must not display in or upon the Franchised Location any sign, logo or advertising media of any kind to which we object.

12.6 <u>Restrictions on Products and Services</u>

You are prohibited from offering or selling any products and services not authorized by us as being a part of the Process. If you propose to offer, conduct or utilize any products and services, materials, forms, items, or supplies for use in connection with or sale through the Franchised Business which are not previously approved by us as meeting Process standards, you shall first notify us in writing requesting approval. We may elect to withhold our approval for any reason whatsoever; however, in order to make such determination, we may require submission of specifications, information, or samples of such products and services, materials, forms, items or supplies. You will pay the reasonable costs of investigation in determining whether such products and services, materials, forms, items, or supplies meet our Process standards. We will advise you within a reasonable time whether such products and services, materials, forms, items, or supplies meet our Process standards. You will refrain from engaging in any other type of business or profession, from or through the Franchised Business, which we have not authorized, including, without limitation, filling "Wholesale Orders" (defined below) or any off-premises, Internet, catalog or mail order sales, without our prior written consent. "Wholesale Orders" are defined as those orders or sales where the principal purpose of the purchase is for resale, not use, or any sale other than at a price charged to the general public.

12.7 <u>Approved Suppliers</u>

You are required to purchase equipment, inventory, and supplies for items from us or our affiliates in accordance with Article 5. To the extent you are required to purchase items from third-parties, you may only do so from suppliers designated or approved by us or, if there is no designated or approved supplier for a particular item, or if delivery of such equipment or purchase from such supplier is not viable due to location of the Territory in relation to the supplier from such other suppliers who meet all of our Process standards as to quality, composition, finish, appearance and service, and who shall adequately demonstrate their capacity and facilities to supply your needs in the quantities, at the times, and with the reliability requisite to an efficient operation of the Franchised Business. If you want to buy any products from an unapproved supplier, you must submit to us a written request for our approval. Before we will approve a supplier, we have the right to inspect the supplier's facilities and ask that samples from the supplier be delivered to us or to an independent laboratory that we designate for testing. The supplier may have to pay a charge, not to exceed the cost of the inspection and the actual cost of the test. We may also require that the supplier comply with other requirements as we may deem appropriate, such as payment of continuing inspection fees and administrative costs. We are not required to approve any particular supplier, and we are not required to make available to prospective suppliers or to you the standards and specifications for products that we deem confidential.

Depending upon the type of product for which approval is sought, or for which a new approved supplier is proposed, we anticipate providing our response to the request within one week after receipt of the request and the accompanying information. Notice of our approval may take up to 90 days depending on the nature of the inspection of facilities, testing of samples and other due diligence we require.

We may modify the list of designated or approved suppliers, periodically, and you will not, after receipt of such modification in writing, order any items from a supplier who is no longer a designated or approved supplier. We also may (a) establish commissaries and distribution facilities owned and operated by us or an affiliate that we shall designate as an approved supplier; (b) approve one or more suppliers for any goods or materials and may approve a supplier only as to certain goods or materials; and/or (c) concentrate purchases with one or more suppliers to obtain lower prices and/or the best advertising support and/or services for any group of NutriMost franchises or any other group of stores or businesses operated or franchised by us and/or our affiliates.

We and our affiliates disclaim all express or implied warranties concerning any approved goods, materials or services, including, without limitation, any warranties as to merchantability, fitness for a particular purpose, availability, quality, pricing or profitability. You acknowledge that we and our affiliates may, under appropriate circumstances, receive fees, commissions, field-of-use license royalties, or other consideration from approved suppliers based on sales to franchisees, and that we may charge non-approved suppliers reasonable testing or inspection fees.

12.8 Right to Inspect Supplier Facilities

We have the right to inspect any suppliers' facilities and products to assure compliance with our Process standards. Permission for such inspection shall be a condition of the continued approval of such supplier. After each inspection, we may approve or reject such supplier and advise you in writing of such determination. We may require such information, specifications and samples as we reasonably designate be delivered to us and/or to an independent certified laboratory we designate for testing prior to granting approval. We may elect to withhold approval of the supplier for any reason whatsoever; however, in order to make such determination, we may require that samples from a proposed new supplier be delivered to us for testing prior to approval and use. We may charge you for and you will pay for our reasonable cost of investigation. We reserve the right, at our option, to re-inspect the facilities and products of any such approved supplier and to revoke our approval upon the supplier's failure to continue to meet any of the foregoing criteria.

12.9 Descriptive Boards and Formats

We have the right to prescribe, and subsequently vary, one or more descriptive boards advertising the Services provided in the Franchised Business, and formats to be utilized in the Franchised Business. The boards and formats may include requirements concerning organization, graphics, descriptions of Products and Services, illustrations and other matters (except prices). Prescribed boards and formats may vary depending on region, market size or other factors we deem relevant. You will begin using new boards and formats prescribed by us no later than 30 days after receipt of written notice from us regarding the new boards and formats.

12.10 Employees; Training

You shall hire all the employees of the Franchised Business and shall be exclusively responsible for the terms of their employment and compensation and for properly training such employees in the operation the Franchised Business, in human resources and client relations. You shall ensure that you establish at the Franchised Business a training program for all employees that meets the Process standards we prescribe in the Operations Manual or otherwise. You shall employ only suitable persons of good character and reputation, who will at all times conduct themselves in a competent and courteous manner in accordance with our image and reputation and that of the Process and, while on duty, comply with the dress attire, personal appearance and hygiene standards set forth in the Operations Manual. You shall use your best efforts to ensure that your employees maintain a neat and clean appearance and render competent and courteous service to all clients and fellow employees of the Franchised Business. We have the right and absolute discretion to change or modify dress code guidelines.

You acknowledge and understand that it is your responsibility to train your employees and not the responsibility of the Franchisor. You shall be held liable for any and all acts of your employees.

12.11 Maintenance

You shall continuously operate the Franchised Business and maintain all furniture, fixtures, equipment, furnishings, floor coverings, interior and exterior signage, the building interior and exterior, interior and exterior lighting, landscaping and parking lot surfaces (where applicable) in first-class condition and repair in accordance with the requirements of the Process, and all other ongoing necessary remodeling, redecorating, refurbishing and repairs. In addition, you shall promptly and diligently perform all necessary maintenance, repairs and replacements to the Franchised Business as we may prescribe periodically, including, periodic interior and exterior painting; resurfacing of the parking lot (where applicable); roof repairs; and replacement of obsolete or worn out signage, descriptive boards, terminals, electronic ordering equipment, floor coverings, furnishings, equipment and decor. You may not make any material alterations to the Franchised Business which affect operations or the image of the Process without our prior written approval. You acknowledge and agree that the requirements of this Section 12.11 are both reasonable and necessary to ensure continued public acceptance and patronage of the Franchised Business, to assist the Franchised Business to compete effectively in the marketplace and to avoid deterioration or obsolescence of the operation of the Franchised Business.

12.12 Hours of Operation

You will keep your Franchised Business open during the hours we specify in accordance with the Operations Manual, Process standards and as allowed under the applicable laws. Such designated business hours may be superseded by mall or applicable laws, as applicable. You shall maintain sufficient supplies of Products and employ adequate personnel at all times so as to operate the Franchised Business at its maximum capacity and efficiency. Hours for your Franchised Business can be changed with our prior approval to accommodate business and customer flow needs.

12.13 Client Service

You must provide customers the NutriMost experience and a level of client service in accordance with our Process and as described further in the Operations Manual. When any client complaints cannot be immediately resolved, you will use best efforts to resolve the client complaints as soon as practical and shall, whenever feasible, give the client the benefit of the doubt. If we determine that our intervention is necessary or desirable to protect the Process or the goodwill associated with the Process and Proprietary Marks, or if we believe that you have failed adequately to address or resolve any client complaints, we may, without your consent, resolve any complaints and charge you an amount sufficient to cover our reasonable costs and expenses in resolving the client complaints, which amount you will pay us immediately on demand.

12.14 Shopping Service; Market Research

We may use third-party services periodically to evaluate the operation and quality of your Franchised Business, including such things as quality, inventory availability, and client service. We may use such shopping services to inspect your Franchised Business at any time at our expense, without prior notification to you. We may make the results of any such service evaluation available to you, in our sole discretion. We also may conduct market research and testing periodically to determine consumer trends and the salability of new Products and Services. You will cooperate in these efforts by participating in our client surveys and market research programs if we so request. You will be responsible for your proportionate cost associated with these programs in connection with the Franchised Business.

13. MARKS, TRADE NAMES AND PROPRIETARY INTERESTS

13.1 Proprietary Marks

We have the sole right to license and control your use of the Proprietary Marks as set forth in the FDD, and such Proprietary Marks shall remain under our sole and exclusive ownership. You acknowledge that you have not acquired any right, title or interest in such Proprietary Marks except for the right to use such marks in the operation of your Franchised Business as governed by this Agreement. Except as permitted in the Operations Manual, you shall not use any of the Proprietary Marks or portions thereof as part of an electronic mail address or on any sites on the Internet and you shall not use or register any of the Proprietary Marks as part of a domain name on the Internet. You agree not to challenge, or to assist others in challenging, the validity of the Proprietary Marks or to dispute our rights in the Proprietary Marks or any registration thereof, whether such Proprietary Marks are already registered by us or our affiliates, in process of registration, or will in the future be registered in the Territory. All use of the Proprietary Marks by us shall inure to our benefit. Ownership and registration of the Proprietary Marks and any changes you make to the Proprietary Marks (whether authorized or not) shall remain exclusively with us, and no provision of this Agreement shall be interpreted as conferring upon you any proprietary interest in or with respect to the Proprietary Marks.

13.2 Limitations on Use of the Proprietary Marks

You may not use any Proprietary Mark with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we license to you), or in any modified form, nor may you use any Proprietary Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. No trademarks other than "NutriMost Wellness and Weight Loss" or such other Proprietary Marks as we may specify shall be used in the identification, marketing, promotion or operation of the Franchised Business.

13.3 Process

You acknowledge that (a) we own and we have the right to use, license and control the distinctive plan for the establishment, operation and promotion of the Franchised Business and all related licensed methods of doing business, previously defined as the "Process", which include, but are not limited to, our Process standards for the franchise, client relations, marketing techniques, written promotional materials, advertising, and accounting systems, all of which constitute our confidential trade secrets; (b) we have valuable rights in and to such trade secrets; (c) ownership of the Process and any changes or improvements you may make to the Process (whether authorized or not) shall remain exclusively with us, and no provision of this Agreement shall be interpreted as conferring upon you any proprietary interest in or with respect to the Process; and (d) you are obligated to maintain the confidentiality of the Process in accordance with Section 20.3 below. The Process may be disclosed periodically, partially in written form and through other tangible media and partially through training courses we make available for your personnel as contemplated under this Agreement. The Process shall be disclosed in the English language and, to the extent embodied in written materials or other tangible media, in such form and on such media as we shall determine. We and you also may disclose and disseminate the Process through the exchange of information and ideas solely among our personnel (and our affiliates) and you, including by means of visits, telephone, facsimile, email and other communications.

13.4 Mark Infringement

You must notify us in writing of any possible infringement or illegal use by others of a trademark the same as or confusingly similar to the Proprietary Marks which may come to your attention. You acknowledge that we have the right to determine whether any action will be taken on account of any possible infringement or illegal use. We may commence or prosecute such action in our own name and may join you as a party to the action if we determine it to be reasonably necessary for the continued protection and quality control of the Proprietary Marks and Process. We shall bear the reasonable cost of any such action, including attorneys' fees. You must fully cooperate with us in any such litigation.

13.5 Your Business Name

You acknowledge that we and our affiliates have a prior and superior claim to the "NutriMost" and "NutriMost Wellness and Weight Loss" trade names. You shall not use the word "NutriMost" and "NutriMost Wellness and Weight Loss" or any other Proprietary Mark or portion thereof, in the legal name of your Business Entity used in conducting the Franchised Business provided for in this Agreement. You also agree not to register or attempt to register a trade name using the words "NutriMost" and "NutriMost Wellness and Weight Loss" in your name or that of any other person or Business Entity, without our prior written consent. You shall not identify yourself as being "NutriMost" and "NutriMost Wellness and Weight Loss" or as being associated with us in any manner other than as a franchisee or licensee or as being associated with our affiliates. You shall, in all advertising and promotion and promotional materials, display your business name only in obvious conjunction with the phrase "NutriMost franchisee" or with such other words and in such other phrases to identify yourself as an independent owner of the Franchised Business, as may be prescribed periodically in the Operations Manual.

In addition, the Operations Manual contains a list of other terms and references which shall not be used in the legal entity name or in any way used to identify your business.

13.6 Change of Proprietary Marks

In the event that the we shall determine it necessary to modify or discontinue use of any Proprietary Marks, or to develop additional or substitute marks, you shall, at your sole cost and expense, within a reasonable time after receipt of written notice of such a modification or discontinuation from us, take such action as may be necessary for you to comply with such modification, discontinuation, addition or substitution.

13.7 Corporate Website

We will establish and maintain a website ("**Corporate Website**") to advertise and promote NutriMost and its business worldwide, as well as franchise opportunities. We or our affiliates maintain the NutriMost Corporate Website to advertise, at our sole discretion. We periodically may update and modify the corporate website. We have final approval over all content and information on the Corporate Website. We will list your NutriMost Wellness and Weight Loss location and other information related to your NutriMost Wellness and Weight Loss business on our Corporate Website. We have the right to designate the URLs, domain names, website addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin ("**e-names**") used in connection with your Franchised Business. We will own all intellectual property and other rights in the Corporate Website and all information they contain (including but not limited to, the domain name or URL for Your Website, the log of "hits" by visitors, and any personal or business data that visitors supply, but excluding your proprietary information).

13.8 Internet Advertising

(a) You may not establish a website using or displaying any of the Proprietary Marks, and you may not advertise your Franchised Business or the sale of Products or Services offered by your Franchised Business on the Internet or through social media, except as we permit. In addition, you cannot operate or build a website that provides content in the areas of business that NutriMost operates even if the site does not mention NutriMost or contain any of its information or branding even if it is not in connection with the NutriMost Wellness and Weight Loss business without our written consent. Any website, social media platform or electronic materials you propose to use must be approved in advance by us before publication to the site.

(b) You acknowledge that any Internet presence constitutes marketing, advertising and promotion subject to Sections 11 and 12 of this Agreement and you agree to comply with any additional policies and standards we issue periodically with respect to the Internet specifically. Should we consent in writing to you advertising or using the Internet for your NutriMost Wellness and Weight Loss business, you must supply us with current usernames, passwords, credentials and other account information that you have used in connection with any accounts relating to any approved Internet usage of the Marks.

13.9 E-Commerce

We reserve the right to designate, approve, control or limit all aspects of your Franchise Business that you conduct over the internet ("e-commerce"), including, use of e-names, e-mail, home pages, bulletin boards, social media, chat rooms, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software of hardware.

All e-commerce activity will be conducted through the Corporate Website.

13.10 Social Media

You must follow all of our policies and procedures for the use and regulation of e-commerce and for its use with your Franchised Business and our Process in all online medium. You do not have the right to use any of the Marks or other intellectual property of the Franchisor on any social network, social media or online community on the Internet or any other online, digital or electronic medium including, but not limited to, any "blog" YouTube, Facebook, MySpace, Wikipedia, professional networks like Linked-In, live blogging tools like Twitter, virtual worlds, file, audio and video sharing sites, and other similar social networking media or tools ("**Social Media**"), except with our prior written consent.

14. MODIFICATIONS TO THE PROCESS

14.1 General

We may change or modify the Process periodically, including modifications to the Operations Manual, promotional materials, the required equipment, the signage (including the color schemes), the presentation of the Proprietary Marks, the adoption of new administrative forms and methods of reporting and of payment of any monies owed to us (including electronic means of reporting and payment) and the adoption and use of new or modified Proprietary Marks or copyrighted materials. You shall accept and use or display any such changes or modifications in the Process as if they were a part of the Process at the time this Agreement was executed, and you will make such expenditures as the changes or modifications in the Process may reasonably require.

14.2 New Products and Services

Within 30 days after receipt of written notice from us, you must begin selling any newly authorized Products or Services. Immediately upon receipt of written notice from us, you must cease selling any Products and Services that are no longer authorized. All Products and Services authorized for sale at the Franchised Business shall be offered for sale under the specific names or descriptions we designate. You may establish prices at your discretion, subject to the requirements which we may from time to time impose.

If you have a suggestion for a new Product or Service or you desire to participate in a test market program, you shall provide us written notice prior to implementation. You shall not add, modify, or test any Product or Service without first having obtained our prior written approval. You shall purchase any additional equipment as we deem reasonably necessary in connection with new Products and Services. If we require you to begin offering a Product or Service which requires the purchase of additional equipment, a reasonable period of time, as determined in our sole discretion, will be provided for the financing, purchase and installation of any such equipment before such new Product or Service must be offered for sale at the Franchised Business.

14.3 Pricing

You shall establish prices are your sole discretion. NutriMost will not set prices for the products and services offered. NutriMost shall not at any time require specific prices be set for products and services.

14.4 Variations

We may waive, defer or permit variations from the Process standards to any franchisee, company owned location or prospective franchisee for any reason including, the peculiarities of a Territory, density of population, business potential, trade area population or any other condition or circumstance. We shall have the right, in our sole discretion, to deny any such request we believe would not be in the best interests of the Process. You have no right to require us to grant you a similar variation or accommodation or to provide the same level of service.

14.5 Improvements By You

If the Franchisee develops any new or revised concept, product, trademark, service mark, branding concept, process or improvement in or related to the operation or promotion of NutriMost or the Process ("**Improvements**"), then the Franchisee will promptly provide the Franchisor with a detailed summary of the Improvements. The Franchisee acknowledges and agrees that: (a) all Improvements made by the Franchisee are the property of the Franchisor; (b) the Franchisee will execute and deliver any documents or instruments required by the Franchisor to memorialize or evidence the Franchisor's ownership of the Improvements; (c) the Franchisor will have the right to incorporate any or all of the Improvements into the Process and/or the Marks; and (d) the Franchisor will have the right to use and authorize its Affiliates, franchisees and developers to use any or all Improvements in the operations of any or all NutriMost Franchises owned, operated, licensed or franchised by the Franchisor or its Affiliates without any compensation to the Franchisee.

14.5 Approval of the Improvements

If after evaluation of your Improvements we, at our sole discretion, determine the innovation is not approved for use at the NutriMost Wellness and Weight Loss business you agree to immediately discontinue use of the innovation. You may be asked to discontinue what you are doing while it is being reviewed for approval. If the innovation is approved by NutriMost, you will be notified in writing of the approval and any details for continuing usage of same. Approval of the Improvements shall have no effect on the obligation to assign the Improvements to NutriMost described in Section 14.4.

15. REPORTS, RECORDS AND FINANCIAL STATEMENTS

15.1 Franchisee Reports

You must establish and maintain, at your own expense, bookkeeping, accounting and data processing systems which conform to the Process standards as we may prescribe periodically. You must allow us access to all data we request in connection with the NutriMost Wellness and Weight Loss business, including, but not limited to, the following:

a. Information related to the Approved Location, including the address, telephone number(s) being used, a detailed description of the site, and site pictures.

b. Organizational charts, staffing information, and documentation of trainings that employees and managers have attended (including those trainings and development conducted by us).

c. Monthly reports on sales and expenses of all products and services.

d. Monthly financial statements prepared in accordance with generally accepted accounting principles, a standard chart of accounts, and procedures as specified in the Operations Manual, consistently applied, which shall include profit and loss statements and balance sheets.

e. Monthly reports regarding potential client consultations, client signings, and client resigns.

f. Monthly reports regarding client inquiries, appointments, signed new clients, client satisfaction, client referrals from existing clients, the cost of the programs, the cost of all products, client retention, employee selection, training, employee retention, and employee satisfaction.

g. Any other data, information and supporting records we reasonably request from time to time, including without limitation, daily, weekly or monthly reports of inventory and sales by category.

15.2 Books and Records

You shall keep and maintain, using generally accepted accounting principles, complete and accurate books and records pertaining to your Franchised Business and preserve all of your books, records and tax returns for at least 5 years after the later of preparation or filing (or such longer period as may be required by any governmental entity) If you fail to provide us on a timely basis with the records, reports and other information required by this Agreement or, upon our request, with copies of same, we or our designee shall have access at all reasonable times (and as often as necessary) to your books and records for the purpose, among other things, of preparing the required records, reports and other information. You promptly shall reimburse us or our designee for all costs and expenses associated with our obtaining such records, reports or other information.

15.3 Audit Rights

Within three business days after receiving written notice from the Franchisor, the Franchisee and the Franchisee's accountants will make all of their Financial Records available during business hours for the Franchisor or its designees to review, copy and audit. The Financial Records for each Accounting Year will be maintained by the Franchisee in a safe place for each of the last three Accounting Years. The audit will be conducted at the location where the Franchisee maintains the Financial Records and the Franchisor will be provided with adequate facilities by the Franchisee to conduct the audit. The Franchisor will maintain the confidentiality of all Financial Records; however, if the Financial Records are relevant to any issue in any mediation, court or other proceeding between the parties, then the Franchisor will have the right to disclose the Financial Records accordingly.

15.4 Payment of Audit Costs

If an audit of the Franchisee's Financial Records reveals any deficiencies in the Fees payable to the Franchisor, then the Franchisee will, within five days after receipt of an invoice, pay to the Franchisor any deficiency owed, together with interest and Administrative Fees as provided for herein. In addition, the Franchisee will, within 10 days after receipt of an invoice, pay the Franchisor for all costs and expenses incurred for the audit of the Franchisee's Financial Records (including personnel Salaries and Benefits, Travel Expenses, and audit fees).

16. TRANSFER

16.1 Definition of a Transfer

The franchise granted herein is personal to you and, except as stated in Sections 16.3 through 16.6 below, you may not carry out any transfer, assignment, sub-franchise or conveyance ("**Transfer**") of this Agreement, of the rights or obligations granted to you under this Agreement, of any interest in you (if you are a Business Entity), or any other assets pertaining to your operations under this Agreement.

For purposes of this Agreement, "Transfer" means any sale, assignment, transfer, conveyance, give away, pledge, mortgage or other encumbrance, either voluntarily or by operation of law (such as through divorce, corporate or partnership dissolution or bankruptcy proceedings or, in the event of your death, or an Owner's death, by will, declaration of or transfer in trust or under the laws of intestate succession).

16.2 Non-Conforming Transfer Void

Any purported Transfer that is not in compliance with this Article 16 is null and void and constitutes a material breach of this Agreement for which we may terminate this Agreement without opportunity to cure. Our consent to any Transfer shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee, nor will it be deemed a waiver of our right to give or withhold consent to future Transfers.

16.3 Pre-Conditions to Your Transfer

a. Except as otherwise provided in this Article 16, if you propose to undertake a Transfer, unless otherwise waived by us, you must:

i. Be in compliance with all obligations to us under this Agreement and any other agreement you have with us, our affiliates, any lenders that have provided financing to you and your major suppliers as of the date of the request for our consent to the Transfer.

ii. Pay all amounts due and owing pursuant to this Agreement by you to us or our affiliates or to third-parties holding a security interest in any of your assets or the assets of the Franchised Business;

iii. If the Transfer is to an existing franchisee you must pay us a Transfer fee of $20,000 plus our reasonable legal fees and our out-of-pocket expenses for each Transfer; if the Transfer is to a third party who is not a current franchisee you must pay the then current Initial Franchise Fee plus our reasonable legal fees and our out-of-pocket expenses for each Transfer ("**Transfer Fee**").

iv. Advise us in writing of any proposed Transfer, submit (or cause the proposed transferee to submit) a franchise application for the proposed transferee, submit a copy of all contracts and all other agreements or proposals and submit all other information we request relating to the proposed Transfer to enable us to evaluate the terms and conditions of the proposed transfer.

v. Transferee and its owners agree to sign and be bound by all obligations under the then current Franchise Agreement;

vi. Agree to abide by the post-termination covenant not to compete set forth in Section 20.1 below which will continue after the transfer.

b. The proposed transferee (and if the proposed transferee is not a natural person, all persons that have any direct or indirect interest in the transferee as we may require) shall have provided information to demonstrate to our satisfaction: (i) the ability to meet the managerial, educational, operational, experience, quality, character and business standards for a franchisee as we may adopt periodically; (ii) a good character, business reputation and credit rating; (iii) an organization whose management culture is compatible with our management culture; and (iv) adequate financial resources and working capital to meet your development obligations under this Agreement. The proposed transferee must satisfactorily complete the Initial Training program described in this Agreement, either prior to or immediately after the Transfer is completed. If the proposed transferee is an existing NutriMost franchisee, he must not be in default under his agreements with us and must have substantially complied with our Process standards.

c. You and the proposed transferee must sign, at our option, an assignment agreement and any amendments to this Agreement that we require to reflect the Transfer and/or our then-current standard form of franchise agreement for a term ending on the expiration of this Agreement, which may include, among other differences, a higher royalty requirement. You and the proposed transferee also must sign any other agreements that we require. If applicable, the proposed transferee must sign an addendum to this Agreement reflecting a different royalty fee to be paid by the proposed transferee.

d. You, all of your owners and guarantors, and the transferee and its owners and guarantors, if any, must execute a general release, in a form prescribed by us, of all claims against us and our past, present and future affiliates, officers, directors, shareholders, agents and personnel. You and all owners of you will remain liable to us for all obligations arising before the effective date of the Transfer and, at our request, you and all owners of you must sign a written guarantee pursuant to which you and your owners will remain personally liable for all obligations to us incurred before the effective date of the Transfer and for a period of 2 years following the effective date of the Transfer.

The price and other proposed terms of the Transfer must not, in our reasonable business judgment, have the effect of negatively affecting the viability of the Franchised Business.

e. Where necessary employees of the proposed transferee must sign non-compete and confidentiality agreements.

f. Any obligations of the transferee to you are subordinate to us.

g. The transfer is made in compliance with all applicable laws and regulations.

16.4 <u>Our Approval of Transfer</u>

You acknowledge that this Agreement is personal to you and we have selected you as a franchisee based on our reliance on your character, skill, aptitude and business and financial capacity. Neither you nor any of your owners may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. We have sole and absolute discretion to withhold consent, except as otherwise provided in this Article 16. We have the right to communicate with and counsel you and the proposed transferee on any aspect of a proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require.

16.5 Transfer of Partial Ownership Interest

Except where you wish to restructure your business without any change in the direct management of such business, which shall always be exempt from this provision, if you propose to admit a new owner who will have less than a 10% ownership interest, remove an existing owner or change the distribution of ownership interests among the owners, you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer that we may request. You also must pay a Transfer Fee as provided in Section 16.3(a)(iii). We may withhold our consent on any reasonable grounds or give consent subject to reasonable conditions, including the conditions in Section 16.3. Any new owner must submit a personal application to us and sign any additional agreements we deem necessary including those listed in Section 17.3.

16.6 Securities Offerings

Ownership interests in you may be sold by private or public offering only with our prior consent (whether or not our written consent is required under any other provision of this Article); however, our consent will not be unreasonably withheld. In addition to the applicable requirements of Sections 16.3 or 16.5, prior to the time that any public offering or private placement of securities or your partnership interests are made available to potential investors, you, at your expense, must deliver to us a copy of the offering documents. You, at your expense, also must deliver to us an opinion of your legal counsel (addressed to us and in a form acceptable to us) that the offering documents properly use the Proprietary Marks and accurately describe your relationship with us and/or our affiliates. The indemnification provisions of Section 19.3 must also include any losses or expenses we incur and/or our affiliates in connection with any statements made by or on behalf of you in any public offering or private placement of your securities.

16.7 Security Interest

You shall not grant any security interest in the Franchised Business or the assets used in the operation of the Franchised Business without our prior written consent, which will not be unreasonably withheld. Our consent may be conditioned, in our sole discretion, on the written agreement by the secured party that, in the event of a default by you under any agreement related to the security interest, we shall have the right and option (but not the obligation) to purchase the rights of the secured party upon payment of all sums then due to the secured party.

16.8 Our Right of First Refusal

a. If any party holding any interest in you or in this Agreement receives a bona fide offer from a third-party or otherwise desires to undertake any Transfer that would require our consent (other than a Transfer for convenience of ownership pursuant to Section 16.6 or a sale of ownership interests in you to a spouse, parent, child or sibling), you must notify us in writing of the terms of the proposed Transfer, and shall provide such information and documentation relating to the proposed Transfer as we may reasonably require. We or our designee may elect to purchase the interest that the seller proposes to Transfer any time within 30 days after receipt of written notification, and all documents and other information required by Section 16.3 or 16.5, as applicable, by sending written notice to the seller that we or our designee intends to purchase the seller's interest on the same financial terms and conditions offered by the third-party (except that we or our designee shall not be obligated to pay any finder's or broker's fees). In purchasing the interest, we or our designee shall be entitled to set off any monies owed to us or our affiliates by you and we or our designee shall be entitled to all customary representations and warranties that the assets are free and clear (or, if not, accurate and complete disclosure) as to: (i) ownership, condition and title; (ii) liens and encumbrances; (iii) environmental and hazardous substances;

and (iv) validity of contracts inuring to the purchaser or affecting the assets, whether contingent or otherwise.

b. If the offer to you involves assets in addition to this Agreement and the Franchised Business, your notice to us shall state the cash value of that portion of the offer received by you relating to this Agreement and the Franchised Business. If the proposed Transfer provides for payment of consideration other than cash or it involves intangible benefits, we or our designee may elect to purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties are unable to agree within 30 days on the reasonable equivalent in cash of the non-cash part of the offer you receive or the cash value of that portion of the offer you receive relating to this Agreement and the Franchised Business, the amount shall be determined by two professionally certified appraisers, you selecting one and we or our designee selecting one. If the amounts set by the two appraisers differ by more than 10%, the two appraisers shall select a third professionally certified appraiser who also shall determine the amount. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and we or our designee may exercise our right of first refusal within 30 days after being advised in writing of the decision of the appraisers. The cost of the appraisers shall be shared equally by the parties.

c. Our failure to exercise our right of first refusal shall not constitute consent to the proposed Transfer nor a waiver of any other provision of this Article 16 with respect to a proposed Transfer. If we do not exercise our right of first refusal, you may not thereafter Transfer the interest at a lower price or on more favorable terms than those that have been offered to us. We shall again be given a right of first refusal if a transaction does not close within 6 months after we elected not to exercise our right of first refusal. In no event shall you offer the interest for sale or transfer at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign, through any advertisement, either in the newspapers or otherwise, without first having obtained our written consent to the auction or advertisement.

16.9 <u>Death or Disability of Franchisee</u>

In the event of death or long term disability of you, your interest in the Franchise Business must be transferred to an approved party within 6 months. An approved party will be determined in the same manner as discussed in Section 16.3.

16.10 <u>Assignment by Us</u>

This Agreement is fully assignable by us and shall inure to the benefit of any assignee or other legal successor in interest, and we shall in such event be fully released from the same provided that we are not in breach or default of any of the terms of this Agreement prior to such assignment. Notwithstanding the foregoing, we shall first notify you with a 30-day notice informing of the effective date of the assignment to be made by us.

17. DEFAULT AND TERMINATION

17.1 <u>Termination by Us -- Effective Upon Notice</u>

In addition to the grounds for termination that may be stated elsewhere in this Agreement, we may terminate this Agreement and the rights granted you hereunder or exercise our Partial Termination rights under Section 17.4, effective upon written notice to you and without affording an opportunity to cure any default upon the occurrence of any of the following events:

a. You are insolvent or are unable to pay your creditors (including us); file a petition in bankruptcy, an arrangement for the benefit of creditors or a petition for reorganization; there is filed against you a petition in bankruptcy, an arrangement for the benefit of creditors or petition for reorganization, which is not dismissed within 60 days of the filing; you make an assignment for the benefit of creditors; or a receiver or trustee is appointed for you and not dismissed within 60 days of the appointment.

b. You breach your non-compete, confidentiality, or non-solicitation obligations.

c. There occurs any Transfer requiring our prior written consent without our prior written consent having been given.

d. You make a material misrepresentation.

e. We discover that you made a material misrepresentation or omitted a material fact in the information that was furnished to us in connection with our decision to enter into this Agreement.

f. We make a reasonable determination that your continued operation of the Franchised Business will result in an imminent danger to public health or safety.

g. You, or your Owners, officers, directors, stakeholders, members, managers, partners, or any employee is charged with a crime.

h. You, your Designated Manager, directors, shareholders, members, managers or partners, or any owner or principals, is convicted of, or pleads no contest to, a felony charge; a crime involving moral turpitude; or any other crime or offense that is reasonably likely, in our sole opinion, to adversely affect us, our affiliates or the Process.

i. You remain in default beyond the cure period under any other agreement with us, our affiliates or third-parties related to the Franchised Business (provided that, if the default is not by you, you are given written notice of the default and a 30-day period to cure the default), or you remain in default beyond the applicable cure period under any real estate lease, equipment lease, or financing instrument relating to the Franchised Business, or you remain in default beyond the applicable cure period with any vendor or supplier to the Franchised Business, or you fail to pay when due any taxes or assessments relating to the Franchised Business or your employees, unless you are actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization.

17.2 <u>Termination by Us -- Following Expiration of Cure Period</u>

a. You will be in default under this Agreement for any failure to comply with any of the requirements imposed by this Agreement (or any other agreement materially related to the Franchised Business) or the Process standards, the Operations Manual, or your failure to carry out the terms of this Agreement in good faith.

b. Except for those items listed in preceding Section 17.1, you shall have 30 days after written notice of default from us within which to remedy the default and provide evidence of that remedy to us. If such default is not cured within that time, this Agreement shall terminate without further notice to you effective immediately upon expiration of that time, unless we notify you otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected within 30 days, we may allow you such additional time to correct the default as reasonably required in our determination (not to exceed 90 days), provided that you begin taking the actions necessary to correct the default during the 30-day cure period and diligently and in good faith pursues those actions to completion. Examples of a default provided a cure period include, but are not limited to:

i. Providing false, misleading, incomplete or inaccurate information;

ii. fail to obtain the site for the Franchised Location within 120 days of the date of the Franchise Agreement;

iii. fail to obtain any necessary licenses within 10 days before the Franchised Business opens;

iv. your management staff fails to complete the training program at least 20 days before the Franchised Business is scheduled to open;

v. you violate a law or regulation applicable to your Franchised Business's operations;

vi. violate any material provision of this Agreement;

vii. make a transfer for the benefit of creditors;

viii. issue any check which is dishonored;

ix. ceasing operations prior to the end of the term, or temporarily closing for more than seven (7) consecutive business days without NutriMost's written consent;

x. abandon the Franchised Location;

xi. materially impair the goodwill of the Marks or the wellness and weight loss Process;

xii. lose possession of the Franchised Location;

xiii. lose any applicable licenses;

xiv. fail to provide or permit NutriMost to audit your financial records; or

c. Notwithstanding the provisions of preceding Section 17.2(b), if you: (i) default in the payment of any monies owed to us or our affiliates when such monies become due and payable and you fail to pay such monies within 5 days after receiving written notice of default; or (ii), default for failure to maintain required insurance or provide evidence thereof and you fail to produce within 3 days after receiving written notice of default evidence reasonably satisfactory to us that you have obtained or maintain the required insurance, then this Agreement will terminate effective immediately upon expiration of that time, unless we notify you otherwise in writing.

d. If you have received 2 or more notices of default within the previous 12 months, we may send you a notice of termination upon your next default within that 12-month period under this Section 17.2. without providing you an opportunity to remedy the default.

e. In addition to the other provisions of this Section 17.2, if we reasonably determine that you become or will become unable to meet your obligations to us or our affiliates under this Agreement, we may provide you written notice to that effect and demand that you provide assurances reasonably designated by us, which may include security or letters of credit for the payment of your obligations to us or our affiliates. If you fail to provide the assurances we require within 30 days after your receipt of written notice from us, this Agreement shall terminate without further notice to you effective immediately upon expiration of that time, unless we notify you otherwise in writing.

17.3 Termination for Convenience

There is no right to termination this Agreement without cause for either party.

17.4 Partial Termination

In lieu of complete termination of this Agreement for a default under Sections 17.1 or 17.2 or elsewhere in this Agreement, we may: (a) if applicable, terminate your right to develop other Franchised Businesses; (b) terminate or limit your right to territorial exclusivity; or (c) if applicable, terminate your right to operate one or more Franchised Businesses (in each case, a "Partial Termination"), in such cases, we shall have the right to establish and operate, and/or to license others to establish and operate, NutriMost Wellness & Weight Loss locations under our Process in the Territory. None of the foregoing remedies are mutually exclusive and we may elect to exercise any number of them in response to a default.

17.5 Termination by Franchisee

Except as required by applicable laws, you shall have no right to terminate this Franchise Agreement prior to the expiration of the full term in Article 3.

17.6 Your Obligations Upon Termination or Expiration

You are obligated upon termination of this Agreement for any reason to immediately:

a. Pay to us or our affiliates all royalties, other fees, and any and all amounts or accounts payable owed to us or our affiliates pursuant to this Agreement, or pursuant to any other agreement, whether written or oral, including Lease assignments, between the parties.

b. Unless we direct you otherwise while we determine whether to exercise our purchase option under Article 18, cease : (i) operating the terminated Franchised Business; (ii) identifying yourself as a NutriMost franchisee and cease all further use of the Proprietary Marks and Process in connection with the terminated Franchised Business or any and all items bearing the Proprietary Marks, or identifying yourself in any manner that might tend to give the public the impression that you are connected in any way with us or our affiliates or have any right to use the Process or the Proprietary Marks; (iii) remove the Proprietary Marks from the terminated Franchised Business and from clothing, signs, materials, motor vehicles and other items owned or used by you in the operation of the terminated Franchised Business; (iv) cancel all advertising and assumed or fictitious name registrations for the terminated Franchised Business that contains the Proprietary Marks (including telephone directory listings) or otherwise identifies you as a former Franchisee; (v) take such action as may be necessary to cancel any filings or registrations for the terminated Franchised Business that contain any Proprietary Marks; (vi) transfer all telephone numbers and key contract details to us; and (vii) return all keys and security codes associated with all client sites.

c. Unless we direct you otherwise while we determine whether to exercise our purchase option under Article 18, cease to identify the terminated Franchised Location as being, or having been, associated with us and promptly make such alterations and modifications to the Franchised Location as may be necessary and as we may specify to clearly distinguish to the public the Franchised Location from its former appearance. If you fail to promptly make these alterations and modifications, we shall have the right (at your expense, to be paid upon your receipt of an invoice from us) to do so without being guilty of trespass or other tort.

d. Unless we direct you otherwise while we determine whether to exercise our purchase option under Article 18, deliver to us all signs, advertising materials, forms and other materials bearing any of the Proprietary Marks or otherwise identified with us and obtained by you in connection with this Agreement.

e. Immediately deliver to us all copies of the Operations Manual we furnished you and all other information, documents, software, disks, tapes and other magnetic storage media (in working condition), and copies thereof which are proprietary to us, including but not limited to all client information contained in your computer databases or otherwise at our cost.

f. Promptly take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Proprietary Marks which are under our exclusive control or, at our option, assign the same to us.

g. Abide by all restrictive covenants set forth in Article 20 of this Agreement and, if exercised by us, our option to purchase described in Article 18 of this Agreement.

17.7 Statutory Limitations

If any applicable law requires a notice or cure period prior to termination longer than set forth in Article 17, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law.

18. OUR OPTION TO PURCHASE

18.1 Scope

We may give written notice to you within 30 days after the effective date of termination or expiration of this Agreement for any reason if we intend to exercise our option to purchase from you some or all of the assets used in the Franchised Business ("**Assets**"). As used in this Section 18.1, "Assets" means and includes, but is not limited to, leasehold improvements, equipment, furnishings, fixtures, signs, inventory, Products, materials and supplies used in the Franchised Business, and the real estate fee simple (if permissible under the law of the jurisdiction where the real estate is located) or the Lease for any Franchise Location. We will be entitled to the entry of interlocutory and permanent orders of specific performance by a court of competent jurisdiction if you fail or refuse to timely meet your obligations under this Article 18. We have the unrestricted right to assign this option to purchase the Assets. We or our assignee shall be entitled to all customary representations and warranties that the Assets are free and clear (or, if not, accurate and complete disclosure) as to: (a) ownership, condition and title; (b) liens and encumbrances; (c) environmental and hazardous substances; and (d) validity of contracts and liabilities inuring to us or affecting the Assets, whether contingent or otherwise.

18.2 Purchase Price

The purchase price for the Assets ("**Purchase Price**") shall be their fair market value, (or, for leased assets, the fair market value of your lease) determined as of the effective date of purchase, in a manner that accounts for reasonable depreciation and condition of the Assets; provided, however, the Purchase Price shall take into account the termination of this Agreement. Further, the Purchase Price for the Assets shall not contain any factor or increment for any trademark, service mark or other commercial symbol used in connection with the operation of the Franchised Business nor any goodwill or "going concern" value for the Franchised Business. We also may exclude from the Assets any equipment, furnishings, fixtures, signs, and inventory that are not approved as meeting then-current Process standards or for which you cannot deliver a bill of sale in a form satisfactory to us.

18.3 Certified Appraisers

If we and you are unable to agree on the fair market value of the Assets within 30 days after your receipt of our notice of our intent to exercise our option to purchase the Assets, then the fair market value shall be determined by two professionally certified appraisers, one selected by you and one selected by us. If the valuations set by the two appraisers differ by more than 10%, the two appraisers shall select a third professionally certified appraiser who also shall appraise the fair market value of the Assets. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and shall be the Purchase Price. The appraisers shall be given full access to the Franchised Business, the Franchised Location and your books and records during customary business hours to conduct the appraisal and shall value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in accordance with the standards of this Article 18. The appraisers' fees and costs shall be borne equally by us and you.

18.4 Exercise of Option

Within 10 days after the Purchase Price has been determined, we may exercise our option to purchase the Assets by so notifying you in writing ("**Purchase Notice**"). The Purchase Price shall be paid in cash or cash equivalents at the closing of the purchase ("**Closing**"), which shall take place no later than 60 days after the date of the Purchase Notice. From the date of the Purchase Notice until Closing: (a) you shall operate the Franchised Business and maintain the Assets in the usual and ordinary course of business and maintain in full force all insurance policies required under this Agreement; and (b) we shall have the right to appoint a manager or managers, at your expense, to control the day-to-day operations of the Franchised Business and you shall cooperate, and instruct your employees to cooperate, with the manager appointed by us. Alternatively, we may require you to close the Franchised Business during such time period without removing any Assets from the Franchised Business.

18.5 Due Diligence

For a period of 30 days after the date of the Purchase Notice ("**Due Diligence Period**"), we shall have the right to conduct any such investigations as we deem necessary and appropriate to determine: (a) the ownership, condition and title of the Assets; (b) liens and encumbrances on the Assets; (c) environmental and hazardous substances at or upon the Franchised Location; and (d) the validity of contracts and liabilities inuring to us or affecting the Assets, whether contingent or otherwise. You will afford us and our representatives access to the Franchised Business and the Franchised Location at all reasonable times for the purpose of conducting inspections of the Assets; provided that such access does not unreasonably interfere with your operations of the Franchised Business. During the Due Diligence Period, at our sole option and expense, we may: (i) arrange for an examination of the title to the Assets that consist of real estate interests, if any, ("**Real Estate Assets**") by a title company of our choosing and conduct lien searches as to the other Assets; (ii) procure "as built" surveys of the Real Estate Assets, if any; (iii) procure environmental assessments and testing with respect to the Real Estate Assets, if any; and/or (iv) inspect the Assets that consist of leasehold improvements, equipment, vehicles, furnishings, fixtures, signs and inventory ("**Fixed Assets**") to determine if the Fixed Assets are in satisfactory working condition. Prior to the end of the Due Diligence Period, we shall notify you in writing of any objections that we have to any finding disclosed in any title to lien search, survey, environmental assessment or inspection. If you cannot or elect not to correct any such title defect, environmental objection or defect in the working condition of the Fixed Assets, we will have the option to either accept the condition of the Assets as they exist or rescind our option to purchase on or before the Closing.

18.6 Compliance With Law

In connection with the purchase transaction, you and we shall comply with all applicable laws. Prior to or simultaneously with the Closing, you shall pay all tax liabilities incurred in connection with the operation of the Franchised Business prior to Closing. We shall have the right to set off against and reduce the Purchase Price by any and all amounts owed to us by you, and the amount of any encumbrances or liens against the Assets or any obligations assumed by us.

18.7 Your Obligations at Closing

At the Closing, you shall deliver instruments transferring to us or our assignee: (a) good and marketable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you; (b) all licenses and permits for the Franchised Business that may be assigned or transferred, with appropriate consents, if required; and (c) the Lease for the Franchised Location, if any, with appropriate consents, if required. If you cannot deliver clear title to all of the purchased assets as indicated in this section, or if there are other unresolved issues, the Closing shall be accomplished through an escrow.

19. BUSINESS RELATIONSHIP

19.1 Independent Businesspersons

This Agreement does not create a fiduciary or other special relationship between the parties. You are an independent contractor with entire control and direction of the development and operation of the Franchised Business, subject only to the conditions and covenants established by this Agreement. No agency, employment, or partnership is created or implied by the terms of this Agreement, and you are not and shall not hold yourself out as agent, legal representative, partner, subsidiary, joint venture or employee of us or our affiliates. You have no right or power to, and shall not, bind or obligate us or our affiliates in any way or manner, nor represent that you have any right to do so. You shall not issue any press releases without our prior written consent.

The sole relationship between you and us is a commercial, arms' length business relationship and, except as provided in Section 19.3, there are no third-party beneficiaries to this Agreement. Your business is, and shall be kept, totally separate and apart from any that may be operated by us.

In all public records, in relationships with other persons, and on letterheads and business forms, you shall indicate your independent ownership of the Franchised Business and that you are solely a franchisee of a NutriMost Wellness and Weight Loss franchise. You shall post a sign in a conspicuous location in the Franchise Location which will contain your name and state that the Franchised Business is independently owned and operated under a franchise agreement with us.

19.2 Payment of Third-Party Obligations

We shall have no liability for your obligations to pay any third-parties, including without limitation, any income, property, value-added or other tax levied by any applicable jurisdiction upon you, your property, the Franchised Business or upon us in connection with the sales made or business you conduct (except any taxes that we are required by law to collect from you with respect to purchases from us).

19.3 Indemnification

You and all guarantors of your obligations under this Agreement shall, at all times, indemnify, defend (with counsel reasonably acceptable to us), and hold harmless (to the fullest extent permitted by law) us and our affiliates, and their respective successors, assigns, past and present managers, members, directors, officers, personnel, agents and representatives (collectively "**Indemnitees**") from and against all "**Losses and Expenses**" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against us and/or Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with your activities under this Agreement in the Territory including, but not limited to, any claims of joint employer status, but excluding our gross negligence or willful misconduct. You promptly shall give us written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against you and, upon request, shall furnish us with copies of any documents from such matters as we may request. At your expense and risk, we may elect to assume (but under no circumstances will we be obligated to undertake), the defense and/or settlement of any action, suit, proceeding, claim, demand, investigation, inquiry, judgment or appeal thereof subject to this indemnification. Such an undertaking shall, in no manner or form, diminish your obligation to indemnify and hold us and the Indemnitees harmless. We shall not be obligated to seek recoveries from third-parties or otherwise mitigate issues. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

"Losses and Expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; lost profits; reasonable attorneys' fees; expert witness fees; court costs; settlement amounts; judgments; compensation for damages to our reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described herein.

20. RESTRICTIVE COVENANTS

20.1 Non-Competition

You acknowledge that: pursuant to this Agreement, you will have access to our Process and other valuable trade secrets, specialized training and confidential information from us and/or our affiliates regarding the development, operation, purchasing, sales and marketing methods and techniques for the operation of NutriMost Franchise; the opportunities, associations and experience established and acquired by you under this Agreement are of substantial and material value; in developing the Process, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research and money; we would be unable adequately to protect the Process and its trade secrets and confidential and proprietary information against unauthorized use or disclosure and would be unable adequately to encourage a free exchange of ideas and information among NutriMost Franchise if franchisees were permitted to hold interests in competitive businesses; and restrictions on your right to hold interests in, or perform services for, competitive businesses will not hinder your activities.

Accordingly, during the term of this Agreement and for a period of 2 years following its expiration or earlier termination, neither you nor any of your officers, directors, owners, shareholders, members, managers or partners, nor any member of their immediate families, shall:

a. have any direct or indirect participation as a beneficial owner in a "**Competing Business**" as defined above, or sell, assign, lease or transfer any Franchised Business to any person, firm, partnership, corporation, or other entity which you know, or have reason to know, intends to operate a business as a Competing Business;

b. perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competing Business;

c. divert or attempt to divert any business related to, or any client or account of, the Franchised Business, our business or any other NutriMost franchisee's business, by direct inducement or otherwise;

d. employ or seek to employ any person then employed by us or any NutriMost franchisee in a managerial position, or otherwise directly or indirectly induce such person to leave his or her employment without our prior written consent;

e. use, or authorize the use, of any client data collected during the operation of the Franchised Business in connection with any services that are substantially similar to the Services,;

f. make use or avail yourself of any of the materials or information furnished or disclosed by us or our affiliates under this Agreement or disclose or reveal any such materials or information or any portion thereof to anyone else; or

g. assist anyone not licensed by us or our affiliates to construct or equip a Competing Business.

The term "Competing Business" as used in this Agreement shall mean any business (other than the Franchised Business licensed herein or authorized by separate agreement with us) that provides wellness or weight loss programs and products.

During the Term of this Agreement, there is no geographical limitation on the foregoing restrictions with respect to a Competing Business. Following the expiration or earlier termination of the Term of this Agreement for a period of two (2) years thereafter, however, these restrictions shall apply to Competing Businesses within the United States, whether inside or outside the Territory, except as otherwise consented to in writing by us. Should it be determined that you have violated this provision you shall be assessed a fee of $1,000.00 per day until you have cured the violation.

20.2 Modification of Covenant Not to Compete

If any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. If, at any time during the 2-year period following the expiration or earlier termination of this Agreement, you fail to comply with your obligations under Section 20.1, that period of noncompliance will not be credited toward your satisfaction of the 2-year obligation.

We may reduce the scope of any covenant in Section 20.1 effective immediately upon your receipt of written notice, and you will then comply immediately with any covenant as so-modified, which shall be fully enforceable notwithstanding the provisions of Section 20.1.

20.3 Confidentiality of Proprietary Information

You must treat all information you receive which comprises or is a part of the Process ("**Confidential Information**") licensed hereunder as proprietary and confidential and must not use such information in an unauthorized manner or disclose the same to any unauthorized person without first obtaining our written consent. You acknowledge that the Proprietary Marks and the Process have valuable goodwill attached to them, that the protection and maintenance thereof is essential to us and that any unauthorized use or disclosure of the Proprietary Marks and Process will result in irreparable harm to us. This provision shall survive the termination or expiration of this Agreement.

You acknowledge and agree that: (a) we own all right, title and interest in and to the Process; (b) the Process consists of trade secrets and confidential and proprietary information and know-how that gives you a competitive advantage; (c) we have taken all measures necessary to protect the trade secrets and the confidentiality of the proprietary information and know-how comprising the Process; (d) all material or other information now or hereafter provided or disclosed to you regarding the Process is disclosed in confidence; (e) you have no right to disclose any part of the Confidential Information to anyone who is not your employee; (f) you will disclose to your employees only those parts of the Process that an employee needs to know; (g) you will have a system in place to ensure your employees keep confidential our trade secrets and confidential and proprietary information and, if requested by us, you must obtain from employees an executed Confidentiality and Non-Competition Agreement in a form approved by us; (h) you will not acquire any interest in the Process; and (i) your use or duplication of the Process or any part of the Process in any other business would constitute an unfair method of competition, for which we would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

You shall not, during the Term of this Agreement or at any time thereafter, communicate or disclose any trade secrets or confidential or proprietary information or know-how of the Process to any unauthorized person, or do or perform, directly or indirectly, any other acts injurious or prejudicial to any of the Proprietary Marks and the Process. Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, techniques and other data that we or our affiliates designate as confidential shall be deemed Confidential Information for purposes of this Agreement. The parties agree that a breach of this Section 20.3 would cause irreparable injury to you and that it would be without an adequate remedy at law. Accordingly, we shall be entitled to obtain injunctive relief (without posting a bond or security) in addition to any other legal or equitable remedies we may have upon a breach of this Section 20.3.

20.4 Confidentiality Agreement

We shall require that you cause each of your officers, directors, owners, Designated Manager, General Manager, and, if you are an individual, immediate family members, to execute a Confidentiality and Non-Competition Agreement in the form set forth in Exhibit C containing the above restrictions, in a form approved by us.

21. INSURANCE

21.1 Your Responsibility

You shall be responsible for all loss or damage arising from or related to your development and operation of the Franchised Business, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the Franchised Business. You must maintain in full force and effect throughout the Term of this Agreement the insurance which you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Franchised Business, which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by Sections 21.2 and 21.3.

21.2 Insurance Policies

These policies shall include, at a minimum, the following (or such greater insurance coverage required by the Lease for the Franchised Business): comprehensive general liability coverage (including employment practices liability coverage, and contractual liability coverage), professional liability insurance, all risk property and casualty insurance, including fire coverage, business interruption insurance, worker's compensation insurance, products liability insurance, commercial umbrella liability insurance, insurance covering any joint employer claims, and all other insurance required by your landlord and by law.

21.3 Proof of Insurance

No later than 10 days after this Agreement is executed by us (and 30 days prior to the Opening Date of the Franchised Business), and on each policy renewal date thereafter, you shall submit evidence of satisfactory insurance. Upon request, you also shall provide to us copies of all or any policies, and policy amendments and riders.

21.4 No Representations

You acknowledge that no requirement for insurance contained in this Agreement constitutes our advice or representation that only such policies, in such amounts, are necessary to protect you from losses in connection with your Franchised Business under this Agreement. Maintenance of this insurance, and your performance of your obligations under this Article, shall not relieve you of liability under the indemnification provisions of this Agreement.

22. SEVERABILITY AND CONSTRUCTION

22.1 Severability

Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule or regulation in a final, unappealable ruling issued by any court, agency or tribunal with valid jurisdiction in a proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement, all of which will remain binding on the parties and continue to be given full force and effect.

22.2 Third-Party Beneficiaries

Except as otherwise expressly provided in Section 19.3, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you and us and our affiliates and such of their heirs, successors and assigns, any rights or remedies under or by reason of this Agreement.

22.3 Interpretation

You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by applicable law that is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions of this Agreement any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

22.4 Construction

No provision of this Agreement shall be interpreted in favor of, or against, any party because of the party that drafted this Agreement.

22.5 Entire Agreement

You and we acknowledge that each element of this Agreement is essential and material and that, except as otherwise provided in this Agreement, the parties shall deal with each other in good faith. This Agreement, the Operations Manual, the other documents referred to herein, and the attachments hereto, constitute the entire, full and complete agreement between the parties concerning your rights, and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement and in the attachments. No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Except as expressly set forth herein, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing.

22.6 Discretion

Whenever we have expressly reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests. This also applies if you are deemed to have a right and/or discretion. Our judgment of what is in the best interests of the Process, at the time our decision is made or our right or discretion is exercised, can be made without regard to whether: (a) we could have made other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions; (b) our decision or the action taken promotes our financial or other individual interest; (c) our decision or the action taken applies differently to you and one or more other developers or franchisees or our company-operated or affiliate-operated operations; or (d) our decision or the action taken is adverse to your interests. We will have no liability to you for any such decision or action. We and you intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, we and you agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations under this Agreement.

23. GOVERNING LAW, FORUM AND LIMITATIONS

23.1 Governing Law

This Agreement and the relationship between the parties hereto shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles.

23.2 Forum Selection

The parties agree that any legal proceeding commenced by one party against another, shall be brought to Arbitration as discussed in Section 23.3, in the Commonwealth of Pennsylvania.

23.3 Arbitration

Any controversy between the Franchisor and the Franchisee and any complaint of any of the contracting parties that cannot be amicably resolved, shall be settled through binding arbitration, in accordance with the rules of commercial arbitration of the International Chamber of Commerce ("**ICC**") on demand of either party. The venue of arbitration shall be Pittsburgh, Pennsylvania and the award shall be deemed to have been made there. The cost of the arbitration shall be borne equally by the Parties. The Parties shall select one arbitrator who shall be either (a) an attorney licensed to practice law with at least 10 years experience in handling franchise transactions or commercial disputes; (b) a Certified Public Accountant with at least 10 years experience with an internationally recognized public accounting firm or Fortune 500 corporation in handling franchise transactions or commercial disputes; or (c) an investment banker or senior corporate officer of a company who is responsible for financial oversight of such company with at least 10 years experience in handling franchise transactions or commercial disputes (in each case, a "**Qualified Arbitrator**"). If after 30 days, the parties cannot agree upon the appointment of a Qualified Arbitrator, either party may apply to the ICC, which shall appoint the Qualified Arbitrator. The language of the arbitration shall be in English. Without prejudice to any other powers which it may possess, the Qualified Arbitrator shall have the power to make provisional awards and take any interim measures he or she deems necessary in respect of the subject-matter of the dispute. To facilitate the comprehensive resolution of related disputes, and upon request of any party to the arbitration proceeding, the arbitral tribunal may, at any time before the first oral hearing of evidence, consolidate the arbitration proceeding with any other arbitration proceeding between or among the parties arising from or out of any other contract or relationship between or among them. The compliance with the arbitration award shall be mandatory, whereby in the event of breach it shall be passed to the appropriate court for its enforcement.

Notwithstanding anything in this Section 23.3, if the Franchisor seeks injunctive relief under any provisions of this Agreement, the Franchisor shall be permitted to proceed in the Fifth Judicial District of Pennsylvania, County of Allegheny.

23.4 Attorney's Fees and Costs

The Franchisee will fully reimburse and indemnify the Franchisor for all attorney's fees and costs incurred by the Franchisor in: (a) enforcing any of the terms and conditions of the Franchise Agreement, including a breach of the Franchise Agreement, against the Franchisee not involving any proceeding or court action; and (b) any proceeding or court action brought against the Franchisee to enforce the terms and conditions of the Franchise Agreement, including a breach of this Franchise Agreement.

23.5 Scope of Arbitration

The arbitrator shall have the right to award or include in the award any relief which he deems proper in the circumstances, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, and attorneys' fees and costs (as provided for in Section 23.4), provided that the arbitrator shall not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator shall be final and binding upon all parties hereto and judgment upon the award may be entered in the Fifth District Court of Pennsylvania in Pittsburgh, Pennsylvania for the purposes of confirming any such award and entering judgment. Each party waives any right to contest the validity or enforceability of such award. The Franchisor and the Franchisee agree to be bound by the provisions of any applicable limitation on the period of time by which claims must be brought under applicable law or this Agreement, whichever is less. The parties further agree that, in connection with any such arbitration proceeding, each shall file any counterclaim within 30 days after the date of the filing of the claim to which it relates. This provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. The Franchisor and the Franchisee agree that arbitration shall be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between the Franchisor and the Franchisee shall not be consolidated with any other arbitration proceeding involving the Franchisor and any other person, corporation or partnership.

24. MISCELLANEOUS PROVISIONS

24.1 Gender and Number

All references to gender and number shall be construed to include such other gender and number as the context may require.

24.2 Captions

All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

24.3 Counterparts

This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed an original.

24.4 Approvals

Whenever this Agreement requires our prior approval, acceptance or consent, you shall make a timely written request to us; and any approval or consent received, in order to be effective and binding upon us, must be obtained in writing and be signed by one of our authorized officers.

24.5 Time

Time is of the essence of this Agreement for each provision in which time is a factor. Whenever this Agreement refers to a period of days or months, the first day or month to be counted shall be the day or month of the designated action, event or notice. Days shall be measured by calendar days, except that if the last day of a period is a Saturday, Sunday or national holiday, the period automatically shall be extended to the next day that is not a Saturday, Sunday or national holiday.

24.6 Injunctive Relief

You recognize that your failure to comply with the terms of this Agreement, including, but not limited to, the failure to fully comply with all post-termination obligations, is likely to cause irreparable harm to us, our affiliates and the Process. Therefore, you agree that, in the event of your breach or threatened breach of any of the terms of this Agreement, we are entitled to injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies we may seek are in addition to, and not in lieu of, all remedies and rights that we otherwise may have arising under applicable law or by virtue of any breach of this Agreement. You hereby expressly waive all claims for damages by reason of the wrongful issuance of such injunction. If we secure any such injunction or order of specific performance, you agree to pay to us an amount equal to the aggregate of our costs of obtaining such relief, including, without limitation, reasonable legal fees, costs and expenses and any damages incurred by us as a result of the breach of this provision.

24.7 Control During Crisis Situation

a. If an event occurs at the Franchised Business that has or reasonably may cause harm or injury to clients or employees (i.e., slip and fall injuries, natural disasters, robberies, shootings, etc.) or may damage the Proprietary Marks, the Process or our reputation (collectively "**Crisis Situation**"), you must: (i) immediately contact appropriate emergency care providers to assist it in curing the harm or injury; and (ii) immediately inform us by telephone of the Crisis Situation. You must refrain from making any internal or external announcements (i.e., no communication with the news media) regarding the Crisis Situation (unless otherwise directed by us or public health officials).

b. To the extent we deem appropriate, in our sole and absolute discretion, we or our designee may control the manner in which the Crisis Situation is handled by the parties, including, without limitation, conducting all communication with the news media, providing care for injured persons and/or temporarily closing the Franchised Business. The parties acknowledge that, in directing the management of any Crisis Situation, we or our designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as we deem appropriate. You and your employees must cooperate fully with us or our designee in our efforts and activities in this regard and shall be bound by all further Crisis Situation procedures we develop from to time hereafter. The indemnification under Section 19.3 shall include all Losses and Expenses that may result from the exercise by us or our designee of the management rights granted in this Section 24.7.

24.8 Acknowledgements

You represent, acknowledge, warrant, and agree to us (and you agree that these representations, acknowledgments and warranties shall survive termination of this Agreement) that:

a. This Agreement involves significant legal and business rights and risks. We do not guarantee your success. You have read this Agreement in its entirety, conducted an independent investigation of the business contemplated by this Agreement, have been thoroughly advised with regard to the terms and conditions of this Agreement by legal counsel or other advisors of your choosing, recognize that the nature of the business conducted by NutriMost may change over time, have had ample opportunity to investigate all representations made by or on our behalf, and have had ample opportunity to consult with our current and former franchisees. The prospect for success of the business you are undertaking is speculative and depends to a material extent upon your personal commitment, capability and direct involvement in the day-to-day management of the business.

b. We make no express or implied warranties, representations or guarantees that you will achieve any degree of success in the development or operation of the Franchised Business and that success in the development and operation of the Franchised Business depends ultimately on your efforts and abilities and on other factors, including, but not limited to, market and other economic conditions, your financial condition and competition.

c. We make no express or implied warranties, representations or guarantees upon which you may rely by providing any waiver, approval, consent, acceptance or suggestion to you in connection with this Agreement, and assume no liability or obligation to you, or by reason of any neglect, delay, or denial of any request therefor. We shall not, by virtue of any approvals, consents, acceptances, advice or services provided to you, assume responsibility or liability to you or to any third-parties to which we would not otherwise be subject.

d. We have entered, and will continue to enter into, agreements with other franchisees. The manner in which we enforce our rights, and the franchisees' obligations under any of those other agreements shall not affect our ability to enforce our rights or your obligations under this Agreement.

e. The initial franchise fee is not refundable for any reason.

f. We may change or modify the Process periodically, including the Operations Manual, and you will be required to make such expenditures as such changes or modifications in the Process may require provided they are reasonable and proportionate to the nature of the business.

g. Nothing in this Agreement prohibits us or our affiliates from: (i) operating or licensing others to operate NutriMost franchises at any location in or outside the Territory; (ii) operating or licensing others to operate stores, other than NutriMost franchises, at any location, whether in or outside the Territory; (iii) utilizing the Process or any part of the Process in any manner other than operation by us or our affiliates of a NutriMost franchise in the Territory or (iv) merchandising and distributing goods and services identified by the Proprietary Marks at any location through any other method or channel of distribution;

h. The persons signing this Agreement on your behalf have full authority to enter into this Agreement and the other agreements contemplated by the parties. Your execution of this Agreement or other agreements does not and will not conflict with or interfere with, directly or indirectly, intentionally or otherwise, the terms of any other agreement with any other third-party to which you or any person with an ownership interest in you is a party.

i. All information you provided to us in connection with your franchise application and our grant of this Franchise is truthful and accurate.

j. You have not received from us or our affiliates, or anyone acting on their behalf, any representation of your potential sales, expenses, income, profit or loss and you have not received from us or our affiliates, or anyone acting on their behalf, any representations as inducements to enter this Agreement.

k. You acknowledge that no assurance or warranty, express or implied, has been given as to the potential success of such business venture or the earnings likely to be achieved and no statement, representation or other act, event or communication, except as set forth in this Agreement is binding on us in connection with the subject matter of this Agreement.

l. Even though this Agreement contains provisions requiring you to operate the Franchised Business in compliance with the Process: (i) we and our affiliates do not have actual or apparent authority to control the day-to-day conduct and operation of your Franchised Business or employment and personnel related matters and decisions; (ii) **you are the employer of all employees you hire and not NutriMost**; (iii) you are solely responsible for all employment and personnel related matters; and (iv) neither we nor you intend for us or our affiliates to incur any liability in connection with or arising from any aspect of the Process or your use of the Process, whether or not in accordance with the requirements of the Operations Manual.

m. In the event of a dispute between you and us, the parties have waived their right to a jury trial, and shall proceed via arbitration pursuant to Section 23.2.

24.9 <u>Forms of Agreement</u>

You acknowledge that, over time, we have entered and likely will continue to enter into franchise agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of franchise agreement and the fact that you and other franchisees may have different rights and obligations do not affect the parties' duty to comply with the terms of this Agreement.

24.10 <u>Modification</u>

We and/or you may modify this Agreement only upon execution of a written agreement between the two parties. You acknowledge that we may modify our Process standards and operating and marketing procedures set forth in the Operations Manual unilaterally under any conditions and to the extent in which we deem necessary to protect, promote or improve the Proprietary Marks and the quality of the Process, but under no circumstances will such modifications be made arbitrarily without such determination and minimum change period. All changes you present and which we may adopt can be immediately effective if we and you agree.

24.11 <u>Delegation by Franchisor</u>

We have the right to delegate the performance of any portion or all of our obligations and duties under this Agreement to designees, whether our affiliates or agents or independent contractors with which we have contracted to provide this service.

24.12 <u>No Waiver</u>

No failure by us to exercise any power reserved to us by this Agreement or to insist upon your strict compliance with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of our right to demand exact compliance with any of the terms of this Agreement. A waiver by us of any particular default by you shall not affect or impair our rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission on our part to exercise any power or right arising out of your breach or default of any of the terms, provisions or covenants of this Agreement affect or impair our right to exercise the same, nor shall such constitute our waiver of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Our subsequent acceptance of any payments due to us hereunder shall not be deemed to be a waiver of any preceding breach by you of any terms, covenants or conditions of this Agreement.

24.13 No Right to Set Off

You shall not be allowed to set off amounts owed to us for royalties, fees or other amounts due hereunder, against any monies owed to you, nor shall you in any event withhold such amounts due to any alleged nonperformance by us hereunder, which right of set off is hereby expressly waived by you.

24.14 Integration

Except where prohibited by law, the terms of the franchise disclosure document and the Process Standards in the Operations Manual are hereby integrated into this Agreement as if the terms of each had been stated in full herein. These terms shall be binding on the parties.

24.15 Notices

No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is: (a) if to you, addressed to you at the notice address set forth on the signature page below; and (b) if to us, addressed to us at our corporate offices set forth on the signature page below. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section 24.15. Notices shall be effective upon receipt (or first rejection) and may be: (i) delivered personally; (ii) sent via certified mail; or (iii) mailed via domestic or international courier, as applicable.

24.16 Force Majeure

As used in this Agreement, the term "**Force Majeure**" means any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third-party and any other cause not within the control of the party affected thereby. Your inability to obtain financing (regardless of the reason) shall not constitute Force Majeure. If the performance of any obligation by any party under this Agreement is prevented, hindered or delayed by reason of Force Majeure which cannot be overcome by reasonable commercial measures, the parties shall be relieved of their respective obligations (to the extent that the parties, having exercised best efforts, are prevented, hindered or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt written notice of such Force Majeure event to the other party by setting forth the nature thereof and an estimate as to its duration; provided that in no event shall any period of excused nonperformance exceed 6 months.

25. DEFINITIONS

For the purposes of this Agreement, the following words will have the following definitions:

25.1 Accounting Year; Accounting Period. "**Accounting Year**" will mean the Franchisee's fiscal year consisting of 13 four Week "**Accounting Periods**." The definition of Accounting Year may be further defined in the Operations Manual, and may in the future be changed by the Franchisor as specified in the Operations Manual or otherwise in writing by the Franchisor to address business practices and/or changes in the Internal Revenue Code.

25.2 Affiliate. "**Affiliate**" will mean any Entity or individual that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with the Franchisor.

25.3 Financial Records. "**Financial Records**" will mean all accounting records and ledgers maintained in a written form, on a computer disk or hard drive, and in any other electronic or other form including, but not limited to, sales ledgers, work papers, general ledgers, summaries, schedules, bank statements, cancelled checks bank deposit slips, federal and state income tax returns, state sales tax returns, Financial Statements, daily cash register tapes, and other financial information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above set forth.

FRANCHISOR:	**FRANCHISEE:**
NUTRIMOST WELLNESS AND WEIGHT LOSS, LLC	
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Address: ______________________	Address: ______________________
City: ______________________	City: ______________________
State: __________ Zip: __________	State: __________ Zip: __________
Phone: ______________________	Phone: ______________________
Fax: ______________________	Fax: ______________________
Email: ______________________	Email: ______________________

EXHIBIT A

TERRITORY

ADDENDUM TO NUTRIMOST WELLNESS AND WEIGHTLOSS, LLC FRANCHISE AGREMENT

ADDRESS OF THE FRANCHISED LOCATION:

____
Street

____
City, State, Zip Code

AND
PROTECTED AREA:

The following is a list of zip codes which are protected and exclusive for the use of this Franchisee:

Pursuant to Section 5.7, the required Opening Date for the Franchisee's NutriMost Wellness &

Weight Loss franchise is: ________________________, 20___

IF THE FRANCHISED LOCATION HAS NOT BEEN DETERMINED THE BELOW IS THE ADDRESS WHERE CORRESPONDENCE TO THE FRANCHISEE MAY BE ADDRESSED

____
Street

____
City, State, Zip Code

This addendum is dated: ________________________, 20___

NUTRIMOST WELLNESS & WEIGHT LOSS, LLC	**FRANCHISEE:** ____________________
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________

EXHIBIT B

NUTRIMOST WELLNESS & WEIGHT LOSS LLC
FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP INTERESTS

STATEMENT OF OWNERSHIP INTERESTS AND FRANCHISEE'S PRINCIPAL'S

A. The following is a list of all shareholders, partners, members, or other investors owning a direct or indirect interest in the Franchisee, and a description of the nature of their interest:

NAME	OWNERSHIP INTEREST IN FRACNHISEE	NATURE OF INTEREST

B. The following is a list of all of Franchisee's Principals, each of whom shall execute the Confidentiality and Non-Competition Agreement in the form set forth in Exhibit C to the Franchise Agreement:

____

____

____

____

____

EXHIBIT C

NUTRIMOST WELLNESS & WEIGHT LOSS, LLC

Confidentiality, Non-Competition Agreement and Non-Solicitation Agreement

Confidentiality, Non-Competition and Non-Solicitation Agreement

This Confidentiality, Non-Competition and Non-Solicitation Agreement (the "**Agreement**"), dated as of this ___ day of ___________, 20___ ("**Effective Date**"), is between NutriMost Wellness & Weight Loss, LLC, a Pennsylvania limited liability company located at 10483 Frankstown Road, Pittsburgh, PA 15235 ("**Franchisor**"), and [FRANCHISEE NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] located at [ADDRESS] ("**Franchisee**").

RECITALS

WHEREAS, the Franchisor is in the business of selling franchises for the operation of NutriMost Wellness & Weight Loss businesses ("**Franchised Business**").

WHEREAS, the Franchisor has developed methods for operating and promoting the Franchised Business pursuant to the Franchisor's distinctive business format, plans, methods, data, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, Marks and information and know-how and such other confidential information and trade secrets as may be further developed from time to time by the Franchisor.

WHEREAS, the Franchisor has established substantial goodwill and an excellent reputation with respect of to the quality of the Process, which goodwill and reputation have been and will continue to be of major benefit to the Franchisor.

WHEREAS, the Franchisor and the Franchisee entered into a Franchise Agreement on [DATE OF FRANCHISE AGREEMENT] ("**Franchise Agreement**").

NOW THEREFORE, in consideration of the foregoing, the promises contained herein and other good and valuable consideration, including entering into the Franchise Agreement, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. CONFIDENTIALITY

(a) Obligations of Franchisee. In connection with the operation of the Franchise Business (the "**Purpose**"), Franchisor may disclose to Franchisee, or Franchisee may otherwise receive access to, Confidential Information (as defined below). Franchisee shall use the Confidential Information solely for the Purpose and, subject to Section 1(c), shall not disclose or permit access to Confidential Information other than to its affiliates and its employees, officers, directors, shareholders, attorneys, accountants and financial advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements no less protective of the Confidential Information than the terms contained herein. Franchisee shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Franchisee shall promptly notify Franchisor of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. Franchisee will be responsible for any breach of this Agreement caused by its Representatives.

(b) Confidential Information. "**Confidential Information**" means all non-public, proprietary or confidential information of Franchisor, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Franchisee or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Franchisee's or its Representatives' act or omission; (b) is obtained by Franchisee or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Franchisee's or its Representatives' possession, as established by documentary evidence, before Franchisor's disclosure hereunder; or (d) was or is independently developed by Franchisee or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

(c) Required Disclosure. If Franchisee or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Franchisee shall, before such disclosure, notify Franchisor of such requirements so that Franchisor may seek a protective order or other remedy, and Franchisee shall reasonably assist Franchisor therewith. If Franchisee remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Franchisee is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

(d) Return or Destruction of Confidential Information. On the expiration of the Franchise Agreement or otherwise at Franchisor's request, Franchisee shall within five (5) days, at Franchisor's option, either return to Franchisor or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Franchisor the destruction of such Confidential Information.

(e) No Obligations, Representations and Warranties of Franchisor. Franchisor has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into or otherwise pursue the Purpose. Franchisor provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Franchisor will have no liability to Franchisee or any other person relating to Franchisee's use of any of the Confidential Information or any errors therein or omissions therefrom.

(f) No Transfer of Rights, Title or Interest. Franchisor retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title, and interest to Franchisee or any other person.

2. NON-COMPETITION

(a) For a period of two (2) years commencing on the expiration or termination of the Franchise Agreement (the "Restricted Period"), Franchisee shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Competitive Business in the United States; (ii) have an interest in any Person that engages directly or indirectly in the Competitive Business in the United States in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Franchisor and customers or suppliers of the Franchisor. Notwithstanding the foregoing, Franchisee may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Franchisee is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person.

(b) Franchisee acknowledges that the restrictions contained in Section 2 are reasonable and necessary to protect the legitimate interests of the Franchisor and constitute a material inducement to Franchisor to enter into the Franchise Agreement and consummate the transactions contemplated by this Agreement and the Franchise Agreement.

(c) Reasonableness. In the event that any covenant contained in Section 2 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law.

3. NON-SOLICITATION

(a) During the Restricted Period, Franchisee shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any employee of the Franchisor or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided, that* nothing in this Section 3(a) shall prevent Franchisee or any of its Affiliates from hiring (i) any employee whose employment has been terminated by the Franchisor; or (ii) after 180 days from the date of termination of employment, any employee whose employment has been terminated by the employee.

(b) During the Restricted Period, Franchisee shall not, and shall not permit any of its Affiliates to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of the Franchisor or potential clients or customers of the Franchisor for purposes of diverting their business or services from the Franchisor.

4. Term and Termination. The rights and obligations of the parties under this Agreement expire two (2) years from the expiration of the Franchise Agreement; provided that

with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Franchisee or its Representatives.

5. Injunctive Relief. Franchisee acknowledges and agrees that any breach of this Agreement will cause injury to Franchisor for which money damages would be an inadequate remedy and that, in addition to remedies at law, Franchisor is entitled to equitable relief as a remedy for any such breach.

6. Jurisdiction and Venue. Except as precluded by applicable law, all mediation, arbitration, litigation, actions or proceedings pertaining to this Agreement will be brought and venued in accordance with the terms of the Franchise Agreement, and the Franchisee agrees to the dispute resolution provisions, including jurisdiction and venue, contained in the Franchise Agreement.

7. Notices. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 7). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

8. Entire Agreement. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

9. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provision of this Agreement which shall otherwise remain in full force and effect.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

NUTRIMOST WELLNESS & WEIGHT LOSS, LLC	**FOR FRANCHISEE**
By____________________	By____________________
Name: Dr. Ray Wisniewski	Name:
Title: CEO	Title:

EXHIBIT D

NUTRIMOST WELLNESS & WEIGHT LOSS, LLC
PROPRIETARY MARKS

Below is a list of the marks to which NutriMost Wellness & Weight Loss, LLC owns or licenses the rights to. You have no ownership interest in any of the below marks as discussed in the Franchise Agreement.

Proprietary Marks	Serial Numbers	Date of Filing/ Registration
Website		
Algorithms		
NutriMost	86/421,639	10/13/2014
HydroM	86/748,315	9/4/2015
PancreMost	87/081,655	6/23/2016
PrimMost Plus	87/081,761	6/23/2016
NutriMost HydroVitalize	86/748,082	9/4/2015
NutriMost HydroMolecular	86/748,230	9/4/2015
HepatoMost	87/081,568	6/23/2016
CardioMost	87/081,994	6/23/2016
RenaMost	87/081,800	6/23/2016
AdrenaMost	87/081,938	6/23/2016
NutriMost Wellness and Weight Loss	87/089,928	6/30/2016
NutriMost Forever	87/043,169	5/19/2016
NutriMost Wellness	87/041,733	5/18/2016
ThyroMost	87/082,686	6/24/2016
XenoMost	87/082,726	6/24/2016
TestoMost	87/082,034	6/23/2016

EXHIBIT E

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "**Personal Guaranty**") is made and entered into This ___ day of _____________ , 20___ (the "**Effective Date**"), by and between NutriMost Wellness & Weight Loss, LLC, a Pennsylvania limited liability company (the "**Franchisor**"), and each one of the undersigned personal guarantors (the "**Personal Guarantors**").

WHEREAS, the Franchisor and __________________________, [a/an] [TYPE OF CORPORATE STRUCTURE] (the "**Franchisee**") have entered into a Franchise Agreement, dated the same date as set forth above, for the operation of a franchised NutriMost Wellness & Weight Loss Center ("**NutriMost Center**") at the Franchised Location set forth in the Franchise Agreement.

WHEREAS, it is the desire of each one of the undersigned Personal Guarantors to personally guaranty the obligations of the Franchisee under the Franchise Agreement and to be individually, jointly and severally bound by the terms and conditions of the Franchise Agreement.

NOW, THEREFORE, in consideration of the execution of the Franchise Agreement by the Franchisor, and for other good and valuable consideration, each one of the undersigned, for themselves, their heirs, successors, and assigns, do individually, jointly and severally hereby become surety and guaranty for the payment of all amounts and the performance of the covenants, terms and conditions of the Franchise Agreement, including the covenants not to compete, to be paid, kept and performed by the Franchisee.

Obligations under Agreement. Each one of the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including the covenants not to compete, and agree that this Personal Guaranty should be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Franchise Agreement. Each one of the Personal Guarantors acknowledges having received a copy of the Franchise Agreement which is incorporated herein by reference.

Default of Franchisee. If the Franchisee defaults on any monetary obligation of the Franchise Agreement, then each one of the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to pay to the Franchisor the Initial Fee, Continuing Fees, Marketing Fees and all other Fees due and payable to the Franchisor under the terms and conditions of the Franchise Agreement or for any purchases of goods or services made by the Franchisee from the Franchisor or any Affiliate of the Franchisor.

Noncompliance by Franchisee. If the Franchisee fails to comply with any other terms and conditions of the Franchise Agreement, then each one of the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to comply with the terms and conditions of the Franchise Agreement for and on behalf of the Franchisee.

Obligations to Franchisor. If the Franchisee is at any time in default on any obligation to pay monies to the Franchisor or any affiliate of the Franchisor, whether for the Initial Fee, Continuing Fees, Marketing Fees, goods or services purchased by the Franchisee from the Franchisor or any Affiliate of the Franchisor, or for any other indebtedness of the Franchisee tothe Franchisor or any Affiliate of the Franchisor, then each of the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to pay all such monies due and payable by the Franchisee to the Franchisor or any Affiliate of the Franchisor upon default by the Franchisee.

Binding Agreement. Each one of the Personal Guarantors warrant and represent that they have the capacity to execute this Personal Guaranty and that they will each be bound by all of the terms and conditions of this Personal Guaranty. The provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of the successors and assigns of the Franchisor.

Jurisdiction and Venue. Except as precluded by applicable law, all mediation, arbitration, litigation, actions or proceedings pertaining to this Personal Guaranty will be brought and venued in accordance with the terms of the Franchise Agreement, and each one of the Personal Guarantors agrees to the dispute resolution provisions, including jurisdiction and venue, contained in the Franchise Agreement.

Personal Guarantors

______________________	______________________
Signature	Signature
______________________	______________________
Print Name	Print Name
______________________	______________________
Address	Address
______________________	______________________
City, State and Zip Code	City, State and Zip Code
______________________	______________________
Telephone	Telephone
______________________	______________________
Signature	Signature
______________________	______________________
Print Name	Print Name
______________________	______________________
Address	Address
______________________	______________________
City, State and Zip Code	City, State and Zip Code
______________________	______________________
Telephone	Telephone

EXHIBIT F

AUTHORIZATION TO HONOR ELECTRONIC FUNDS TRANSFERS

PAYEE	BANK NAME	ACCOUNT NO.
NUTRIMOST WELLNESS & WEIGHT LOSS FRANCHISING, LLC	______________	______________________

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, drafts, orders and electronic debits (collectively "**debits**") drawn on such account which are payable to the above-named Payee. It is agreed that the Depository's rights with respect to each such debit will be the same as if it were a check drawn and signed by the Depositor. It is further agreed that if any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever. This authorization will continue in force until the Depository and the Payee have received at least thirty (30) days written notification from the Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify the Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend, at the Depositor's own cost and expense, any action which might be brought by any persons or Entities because of any actions taken by the Depository or the Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or the Payee's participation therein.

Name of Depository (Franchisee's Bank): ____

Bank Address: ____

Address, City, State, Zip Code

Bank Telephone Number: __________________ Bank Fax Number: __________________

Account No.: __________________________ Routing No.: ______________________

(Please attach one voided check for the above account.)

Name of Franchisee/Depositor as Listed on Account: ______________________________

Franchisee's Business Address: ____
Address, City, State, Zip Code

Franchisee's Telephone Number: ____

By ____________________________
Franchisee's Authorized Representative

Title: __________________________

Date: ______________________, 20___

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

NutriMost™

Wellness & Weight Loss

OPERATIONS MANUAL

NutriMost Wellness & Weight Loss LLC™

10483 Frankstown Road

Pittsburgh, PA 15235

800-597-7325

Version: October 5, 2016

NUTRIMOST™
Wellness & Weight Loss

TABLE OF CONTENTS

NUTRIMOST™
Wellness & Weight Loss

EXHIBIT E

FRANCHISEE ROSTER

Current NutriMost Wellness and Weight Loss, LLC does not have any operating franchises.

EXHIBIT G

PERSONAL GUARANTY

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "**Personal Guaranty**") is made and entered into This __ day of __________, 20__ (the "**Effective Date**"), by and between NutriMost Wellness & Weight Loss, LLC, a Pennsylvania limited liability company (the "**Franchisor**"), and each one of the undersigned personal guarantors (the "**Personal Guarantors**").

WHEREAS, the Franchisor and ____________________, [a/an] [TYPE OF CORPORATE STRUCTURE] (the "**Franchisee**") have entered into a Franchise Agreement, dated the same date as set forth above, for the operation of a franchised NutriMost Wellness & Weight Loss Center ("**NutriMost Center**") at the Franchised Location set forth in the Franchise Agreement.

WHEREAS, it is the desire of each one of the undersigned Personal Guarantors to personally guaranty the obligations of the Franchisee under the Franchise Agreement and to be individually, jointly and severally bound by the terms and conditions of the Franchise Agreement.

NOW, THEREFORE, in consideration of the execution of the Franchise Agreement by the Franchisor, and for other good and valuable consideration, each one of the undersigned, for themselves, their heirs, successors, and assigns, do individually, jointly and severally hereby become surety and guaranty for the payment of all amounts and the performance of the covenants, terms and conditions of the Franchise Agreement, including the covenants not to compete, to be paid, kept and performed by the Franchisee.

Obligations under Agreement. Each one of the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including the covenants not to compete, and agree that this Personal Guaranty should be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Franchise Agreement. Each one of the Personal Guarantors acknowledges having received a copy of the Franchise Agreement which is incorporated herein by reference.

Default of Franchisee. If the Franchisee defaults on any monetary obligation of the Franchise Agreement, then each one of the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to pay to the Franchisor the Initial Fee, Continuing Fees, Marketing Fees and all other Fees due and payable to the Franchisor under the terms and conditions of the Franchise Agreement or for any purchases of goods or services made by the Franchisee from the Franchisor or any Affiliate of the Franchisor.

Noncompliance by Franchisee. If the Franchisee fails to comply with any other terms and conditions of the Franchise Agreement, then each one of the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to comply with the terms and conditions of the Franchise Agreement for and on behalf of the Franchisee.

Obligations to Franchisor. If the Franchisee is at any time in default on any obligation to pay monies to the Franchisor or any affiliate of the Franchisor, whether for the

Initial Fee, Continuing Fees, Marketing Fees, goods or services purchased by the Franchisee from the Franchisor or any Affiliate of the Franchisor, or for any other indebtedness of the Franchisee tothe Franchisor or any Affiliate of the Franchisor, then each of the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to pay all such monies due and payable by the Franchisee to the Franchisor or any Affiliate of the Franchisor upon default by the Franchisee.

Binding Agreement. Each one of the Personal Guarantors warrant and represent that they have the capacity to execute this Personal Guaranty and that they will each be bound by all of the terms and conditions of this Personal Guaranty. The provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of the successors and assigns of the Franchisor.

Jurisdiction and Venue. Except as precluded by applicable law, all mediation, arbitration, litigation, actions or proceedings pertaining to this Personal Guaranty will be brought and venued in accordance with the terms of the Franchise Agreement, and each one of the Personal Guarantors agrees to the dispute resolution provisions, including jurisdiction and venue, contained in the Franchise Agreement.

Personal Guarantors

______________________	______________________
Signature	Signature
______________________	______________________
Print Name	Print Name
______________________	______________________
Address	Address
______________________	______________________
City, State and Zip Code	City, State and Zip Code
______________________	______________________
Telephone	Telephone
______________________	______________________
Signature	Signature
______________________	______________________
Print Name	Print Name
______________________	______________________
Address	Address
______________________	______________________
City, State and Zip Code	City, State and Zip Code
______________________	______________________
Telephone	Telephone

EXHIBIT H

FORM OF ELECTRONIC FUNDS TRANSFER AGREEMENT

AUTHORIZATION TO HONOR ELECTRONIC FUNDS TRANSFERS

PAYEE	BANK NAME	ACCOUNT NO.
NUTRIMOST WELLNESS & WEIGHT LOSS FRANCHISING, LLC	________________	________________________

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, drafts, orders and electronic debits (collectively "**debits**") drawn on such account which are payable to the above-named Payee. It is agreed that the Depository's rights with respect to each such debit will be the same as if it were a check drawn and signed by the Depositor. It is further agreed that if any such debit is not honored, whether with or without cause and whether intentionally or inadvertently, the Depository shall be under no liability whatsoever. This authorization will continue in force until the Depository and the Payee have received at least thirty (30) days written notification from the Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify the Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend, at the Depositor's own cost and expense, any action which might be brought by any persons or Entities because of any actions taken by the Depository or the Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or the Payee's participation therein.

Name of Depository (Franchisee's Bank): ____

Bank Address: ____
Address, City, State, Zip Code

Bank Telephone Number: ________________ Bank Fax Number: __________________

Account No.: ___________________________ Routing No.: ______________________

(Please attach one voided check for the above account.)

Name of Franchisee/Depositor as Listed on Account: ______________________________

Franchisee's Business Address: ____
Address, City, State, Zip Code

Franchisee's Telephone Number: ____

By ______________________________
Franchisee's Authorized Representative

Title: ___________________________

Date: ______________________, 20___

<u>EXHIBIT I</u>

CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION

Confidentiality, Non-Competition and Non-Solicitation Agreement

This Confidentiality, Non-Competition and Non-Solicitation Agreement (the "**Agreement**"), dated as of this ___ day of ___________, 20___ ("**Effective Date**"), is between NutriMost Wellness & Weight Loss, LLC, a Pennsylvania limited liability company located at 10483 Frankstown Road, Pittsburgh, PA 15235 ("**Franchisor**"), and [FRANCHISEE NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] located at [ADDRESS] ("**Franchisee**").

RECITALS

WHEREAS, the Franchisor is in the business of selling franchises for the operation of NutriMost Wellness & Weight Loss businesses ("**Franchised Business**").

WHEREAS, the Franchisor has developed methods for operating and promoting the Franchised Business pursuant to the Franchisor's distinctive business format, plans, methods, data, processes, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, Marks and information and know-how and such other confidential information and trade secrets as may be further developed from time to time by the Franchisor.

WHEREAS, the Franchisor has established substantial goodwill and an excellent reputation with respect of to the quality of the Process, which goodwill and reputation have been and will continue to be of major benefit to the Franchisor.

WHEREAS, the Franchisor and the Franchisee entered into a Franchise Agreement on [DATE OF FRANCHISE AGREEMENT] ("**Franchise Agreement**").

NOW THEREFORE, in consideration of the foregoing, the promises contained herein and other good and valuable consideration, including entering into the Franchise Agreement, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. CONFIDENTIALITY

(a) Obligations of Franchisee. In connection with the operation of the Franchise Business (the "**Purpose**"), Franchisor may disclose to Franchisee, or Franchisee may otherwise receive access to, Confidential Information (as defined below). Franchisee shall use the Confidential Information solely for the Purpose and, subject to Section 1(c), shall not disclose or permit access to Confidential Information other than to its affiliates and its employees, officers, directors, shareholders, attorneys, accountants and financial advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality agreements no less protective of the Confidential Information than the terms contained herein. Franchisee shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Franchisee shall promptly notify Franchisor of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further use or disclosure. Franchisee will be responsible for any breach of this Agreement caused by its Representatives.

(b) Confidential Information. "**Confidential Information**" means all non-public, proprietary or confidential information of Franchisor, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials prepared by Franchisee or any of its Representatives that contain, are based on, or otherwise reflect, to any degree, any of the foregoing ("**Notes**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Franchisee's or its Representatives' act or omission; (b) is obtained by Franchisee or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Franchisee's or its Representatives' possession, as established by documentary evidence, before Franchisor's disclosure hereunder; or (d) was or is independently developed by Franchisee or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.

(c) Required Disclosure. If Franchisee or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Franchisee shall, before such disclosure, notify Franchisor of such requirements so that Franchisor may seek a protective order or other remedy, and Franchisee shall reasonably assist Franchisor therewith. If Franchisee remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Franchisee is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

(d) Return or Destruction of Confidential Information. On the expiration of the Franchise Agreement or otherwise at Franchisor's request, Franchisee shall within five (5) days, at Franchisor's option, either return to Franchisor or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Franchisor the destruction of such Confidential Information.

(e) No Obligations, Representations and Warranties of Franchisor. Franchisor has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into or otherwise pursue the Purpose. Franchisor provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Franchisor will have no liability to Franchisee or any other person relating to Franchisee's use of any of the Confidential Information or any errors therein or omissions therefrom.

(f) No Transfer of Rights, Title or Interest. Franchisor retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title, and interest to Franchisee or any other person.

2. NON-COMPETITION

(a) For a period of two (2) years commencing on the expiration or termination of the Franchise Agreement (the "Restricted Period"), Franchisee shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Competitive Business in the United States; (ii) have an interest in any Person that engages directly or indirectly in the Competitive Business in the United States in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) intentionally interfere in any material respect with the business relationships (whether formed prior to or after the date of this Agreement) between the Franchisor and customers or suppliers of the Franchisor. Notwithstanding the foregoing, Franchisee may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Franchisee is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person.

(b) Franchisee acknowledges that the restrictions contained in Section 2 are reasonable and necessary to protect the legitimate interests of the Franchisor and constitute a material inducement to Franchisor to enter into the Franchise Agreement and consummate the transactions contemplated by this Agreement and the Franchise Agreement.

(c) Reasonableness. In the event that any covenant contained in Section 2 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law.

3. NON-SOLICITATION

(a) During the Restricted Period, Franchisee shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any employee of the Franchisor or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees;

provided, that nothing in this Section 3(a) shall prevent Franchisee or any of its Affiliates from hiring (i) any employee whose employment has been terminated by the Franchisor; or (ii) after 180 days from the date of termination of employment, any employee whose employment has been terminated by the employee.

(b) During the Restricted Period, Franchisee shall not, and shall not permit any of its Affiliates to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients or customers of the Franchisor or potential clients or customers of the Franchisor for purposes of diverting their business or services from the Franchisor.

4. Term and Termination. The rights and obligations of the parties under this Agreement expire two (2) years from the expiration of the Franchise Agreement; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Franchisee or its Representatives.

5. Injunctive Relief. Franchisee acknowledges and agrees that any breach of this Agreement will cause injury to Franchisor for which money damages would be an inadequate remedy and that, in addition to remedies at law, Franchisor is entitled to equitable relief as a remedy for any such breach.

6. Jurisdiction and Venue. Except as precluded by applicable law, all mediation, arbitration, litigation, actions or proceedings pertaining to this Agreement will be brought and venued in accordance with the terms of the Franchise Agreement, and the Franchisee agrees to the dispute resolution provisions, including jurisdiction and venue, contained in the Franchise Agreement.

7. Notices. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 7). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.

8. Entire Agreement. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

9. Severability. If any provision of this Agreement shall be held, declared or pronounced void, voidable, invalid, unenforceable or inoperative for any reason, by any court of competent jurisdiction, government authority or otherwise, such holding, declaration or pronouncement shall not affect adversely any other provision of this Agreement which shall otherwise remain in full force and effect.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

NUTRIMOST WELLNESS & WEIGHT LOSS, LLC	**FOR FRANCHISEE**
By____________________	By____________________
Name: Dr. Ray Wisniewski	Name:
Title: CEO	Title:

EXHIBIT J

RECEIPTS

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If NutriMost Wellness & Weight Loss, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, NutriMost Wellness & Weight Loss, LLC or an affiliate in connection with the proposed franchise sale.

If NutriMost Wellness & Weight Loss, 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 appropriate state agency identified on Exhibit B.

The name, principal business address, and telephone number of the Franchisor offering the franchise is as follows: Dr. Ray Wisniewski, NutriMost Wellness and Weight Loss, 10483 Frankstown Road, Pittsburgh, PA 15235 (412-256-9300).

Issuance date: ____________________

We authorize the respective state agents identified on **Exhibit B** to receive service of process for us in the particular states.

I received a disclosure document from NutriMost Wellness & Weight Loss, LLC dated ______________ that included the following Exhibits:

Exhibit A	State Specific Addendum
Exhibit B	State Agencies and Agents for Service of Process
Exhibit C	Franchise Agreement
Exhibit D	Operations Manual Table of Contents
Exhibit E	Franchisee Roster
Exhibit F	Financial StatementsExhibit G Business Owner's Guaranty
Exhibit H	Form of Electronic Funds Transfer Agreement
Exhibit I	Form of Confidentiality, Non-Competition, and Non-Solicitation Agreement

______________________________	______________________________
Date	Prospective Franchisee [Print Name]
______________________________	______________________________
(Date, Sign, and Return to us)	Prospective Franchisee [Signature]