FRANCHISE DISCLOSURE DOCUMENT

ERVEXIA OCCUPATIONAL HEALTH	**United Occupational Medicine, LLC** **7047 E. Greenway Pkwy # 250** **Scottsdale, AZ 85254** **Phone: (928) 275-1450** **Email: franchise@ervexia.com** **www.ervexiaoccupationalhealth.com**

The franchise described in this disclosure document is for an Area Representative business in which you will be responsible for promoting, establishing and supporting single Unit Franchises which manage or own clinics that specialize in providing occupational health services and products to the general public through licensed professionals ("Clinics") under the name "ERVEXIA ™®" at a specific location (referred to as a "Clinic" when referring to one Unit Franchise or "Clinics" when referring to more than one Unit Franchise). Each Unit Franchise will report to and receive support directly and indirectly from our corporate headquarters.

The estimated total initial investment necessary to begin operations of your Area Representative franchise will range from $66,817 to $422,167. This includes $56,817 to $ 394,317 that must be paid to the franchisor or an affiliate. The estimated number of franchise licenses that can be sold within an Area Representative's territory will be based on the total number of businesses in that area. The Area Representative will pay 25% of the franchise fee for each franchise license we mutually agree can be developed within the territory. With the current franchise fee set at $45,000, this amounts to $11,250 per license for the Area Representative.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Matt Hale President of Franchising, at 7047 E Greenway Pkwy #250, Scottsdale, AZ 85254.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

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

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

Issuance Date: March 21, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ERVEXIA ™ business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a ERVEXIA ™® franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About This Franchise

1. **<u>Out-of-State Dispute Resolution</u>.** Out-of-state dispute resolution. The Area Representative Agreement requires you to resolve disputes with the franchise by mediation, arbitration, and/or litigation only in Arizona. Out-of-state mediation, arbitration, and/or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, and/or litigate with the franchise in Arizona than in your own state.

2. **<u>Spousal Liability.</u>** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

3. **<u>Unregistered Trademark</u>**. The trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

4. **<u>Financial Condition</u>**. The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's ability to provide services and support to you.

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

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

Disclosures Required by the State of Michigan

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

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

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

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

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

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

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

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

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Attorney General's Department for the State of Michigan, Consumer Protection Division, Franchise Section, 670 Law Building, 525 W. Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

TABLE OF CONTENTS

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

UNITED OCCUPATIONAL HEALTH, an Arizona Limited Liability Company, is offering prospective franchise owners the opportunity to operate an Area Representative franchise in accordance with the terms described in this Disclosure Document. To simplify the language in this Disclosure Document, the terms, “We,” “Us,” or “the Franchisor,” mean UNITED OCCUPATIONAL HEALTH, the franchisor (but not the Franchisor’s officers, directors, agents or employees). “You” or “Area Representative” means one or several ERVEXIA ™ Area Representative franchises or businesses. If you are a corporation, partnership or other entity, our Area Representative Agreement will also apply to your owners, officers and directors. Unless otherwise indicated, the term “Franchised Business” means any type of ERVEXIA ™ franchise.

THE FRANCHISOR, AND ANY PARENTS PREDECESSOR AND AFFILIATES

United Occupational Medicine LLC was formed as an Arizona limited liability company on May 8, 2023.

We have no parents or predecessors. Our principal business and mailing address is 7047 E. Greenway Pkwy #250, Scottsdale, Arizona 85254. Our telephone number is (928) 275-1450. Our agent for service of process is disclosed in Exhibit A.

We have two affiliates. Sterling Health & Wellness LLC dba Ervexia Occupational Health managed by Corporate Health Testing and Safety Services and JDH Management LLC dba Ervexia Occupational Health managed by Louisiana Occupational Medicine. Neither affiliate offers nor has previously offered franchises in this or any other line of business.

Corporate Health Testing and Safety was organized in Ohio on October 13h, 2018, and is owned by our President of Clinical Services, Dr. Don Maple, who is also member of United Occupational Medicine, LLC. Its principal business address is 6431 Alum Creek Dr suite e, Groveport, OH 43125. Corporate Health Testing and Safety, has operated a business that is substantially similar to a Ervexia Occupational Health™ Unit Franchise since October 2015. Sterling Health and Wellness has execute a franchise agreement and area representative License with us, but will not pay royalty or Ad Fund fees.

JDH Management LLC (Louisiana Occupational Health and Louisiana Accident & Injury Care) was organized on December 7, 2010, and is owned by our President of Operations Dr. Dallas Humble, who is also member of United Occupational Medicine, LLC. Its principal business address is 406 N. 6th St., Suites 8-9, West Monroe, LA 71291. JDH Management LLC has operated a business that is similar to a Ervexia Occupational Health™ Unit Franchise since January 2022. JDH Management LLC has execute an area representative and franchise agreement with us but will not pay royalty or Ad Fund fees.

OUR BUSINESS

ERVEXIA ™ Franchised Businesses must operate in compliance with our business operating system (the “System”) under the trade name and service mark “ERVEXIA ™” and the other trade names, service marks, trademarks, logos, emblems and other indicia of origin that we designate in writing for use by ERVEXIA ™ businesses operating under the System (collectively, the “Marks”). The System includes our methods and procedures for the establishment, management and operation of ERVEXIA ™ Area Representatives and Unit Franchises, including our confidential information, our manuals, the Marks, and other business standards, specifications and policies. The distinguishing characteristics of the System include distinctive exterior and interior design, decor, and color scheme; furnishings; unique services and innovative techniques; uniform standards, specifications, policies and procedures for operations; quality and uniformity of the products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs, all of which we may change, improve, further develop or otherwise modify from time to time. Franchised Businesses must offer all products and services that we may specify and may not offer any products or services we have not authorized. We are not currently engaged in any other business.

We currently offer and sell 2 types of franchises: 1) ERVEXIA ™ area representative franchises, referred to Area Representative franchises or businesses; and 2) ERVEXIA ™ single Unit Franchises, referred to as Unit Franchises or businesses. We began offering Area Representative and Unit Franchises in April 2024. Unit Franchises (or single unit franchises) are offered under a separate Disclosure Document ("FDD for Unit Franchises"). This Disclosure Document is for our Area Representative franchise concept only and does not contain information about the costs of opening or operating a Unit Franchise. Neither we nor of our affiliates currently own or operate any Area Representative or Unit Franchises which are subject to franchise or area representative agreements, however, we or they may in the future.

AREA REPRESENTATIVE FRANCHISES

We offer qualified applicants the opportunity to sign a ERVEXIA ™ Area Representative Agreement ("ARA"), a copy of which is attached as Exhibit B to this Disclosure Document, to develop, support and service multiple ERVEXIA ™ Unit Franchises within a designated geographic area ("Development Area"). Each Area Representative will be required to develop at least 2 new retail ERVEXIA ™ franchised businesses in his/her Development Area within 5 years of signing the ARA, but you may, with our consent, agree to additional or different development requirements. As an Area Representative, you will be advertising for new franchisees on our behalf, developing, training, supporting and assisting franchisees of ours who are operating within the Development Area, and utilizing our business systems, formats, methods, specifications, standards, operating procedures, operating assistance, and Marks. The new franchisees in your Development Area will enter into individual ERVEXIA ™ Franchise Agreements (each a "Franchise Agreement") with us. You will not be a party to those Franchise Agreements.

As an Area Representative you will (i) solicit, recruit, screen and interview prospective franchisees for us ("sales services"); (ii) help us identify and secure sites for franchises ("site services"); and (iii) provide additional operational, training and field support to our franchisees both before and after they open their franchised businesses ("support services"). The Area Representative will share in a portion of some of the fees paid to us by the franchisees in the Development Area (See Section 8 of your ARA for further details).

Your right to promote franchises for Unit Franchises in your Development Area is non-exclusive. Therefore, we may recruit prospective franchisees and sell franchises for Unit Franchises in your Development Area. You will still earn a portion of the initial franchise fee for franchises that we sell in your Development Area (see Section 8 of your ARA for further details). Although we are under no obligation to do so, we intend to turn over to you all the sales leads that we receive from prospects looking to acquire a ERVEXIA ™ Unit Franchise in your Development Area so that you can pre-qualify the candidate.

While we rely on you to solicit, screen and interview franchisee candidates and to present us with those applicants whom you pre-qualify using our criteria, we make the final decision on whether we will sell a franchise to the candidates you present. If we approve the candidate, we and the candidate will sign a Franchise Agreement, and you are not a party to that contract. However, you will provide a variety of site services and support services to the franchisees in your Development Area.

If you are a business entity, the ARA requires you to designate the individual owner or owners responsible for your business. Your owners must meet our qualifications and must be approved by us. Your current and future owners and their spouses must sign an Owner's Guaranty and Assumption of Obligations ("Guaranty"), guaranteeing your performance and binding themselves individually to certain provisions of the ARA, including the covenants against competition and disclosure of confidential information, restrictions on transfer and dispute resolution procedures. (See Item 15)

We may periodically make changes to the systems and standards for your Area Representative franchise. All ERVEXIA ™ Area Representatives must be developed and operated in accordance with our specifications, standards, policies and procedures, which will be communicated to you via our confidential operations manual for Area Representatives ("Manual for ARs") or otherwise in writing. You will also be required to operate a

ERVEXIA ™ Unit Franchise in accordance with our operations manual for Unit Franchises ("Manual for Unit Franchises"). (Together, the Manual for ARs and Manual for Unit Franchises are referred to as "Manuals"). The information about Unit Franchises is contained in our FDD for Unit Franchises.

Market & Competition for Area Representative Franchises

Area Representative franchises compete with other franchisors, area representatives, sales brokers and others offering various types of franchise concepts and/or other business opportunities. Prior business management experience is generally very important for new Area Representatives, and prior business ownership experience is highly desirable.

Additionally, the market for ERVEXIA ™ Unit Franchises includes all individuals who desire occupational medical care. If you open a Franchise Business, the competition for the Clinic associated with your Franchised Business will include other businesses or professionals offering similar products and services to individuals. These competitors may include other naturopathic, chiropractic, medical, and other similar facilities and franchises. Your Franchised Business may also face competition from businesses or professionals who operate multi-disciplinary medical and/or health practices, which offer occupational health services along with other medical and health services to their clients or patients.

Laws & Regulations for Area Representative Franchises

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your Area Representative franchise. You should investigate these laws and consult with a legal advisor about whether these and/or other requirements apply to your franchise. In addition to laws and regulations that apply to businesses generally, your Franchised Business may be subject to federal, state and local occupational safety and health regulations, Equal Employment Opportunity and Americans with Disabilities Act rules and regulations. As an Area Representative, you must comply with all applicable federal and state franchise laws. You must comply with the disclosure requirements mandated by the FTC Franchise Disclosure Rule. You may not offer franchises for sale at any time in a registration state, unless we, the Franchisor, has an effective registration application in that state for the Unit Franchise offering. We will, at all times, maintain and be responsible for all state registration applications and the cost associated with them. However, if you are required to register as a franchise broker in any state, you will be responsible for any costs incurred related to that type of registration. As part of your Area Representative role, you will be required to be listed in future FDDs and disclose certain civil, criminal or financial history, as required by law. Further, in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin, we are required to register the Franchise Disclosure Document (or in some cases submit a notice filing) before the offer or sale of any franchise in that particular state. The States of New York and Washington will also require you to register as a franchise broker. It is your responsibility to investigate, and at all times act in compliance with, all applicable laws.

You and/or your franchisees are responsible for operating in full compliance with all laws that apply to the Franchised Business and any Clinics that you and/or your franchisees own, operate and/or manage. The medical industry is heavily regulated. These laws may include federal, state and local regulations relating to: the practice of medicine and the operation and licensing of occupational health services; the relationship of providers and suppliers of health care services, on the one hand, and professionals offering occupational health services on the other, privacy of patient records (including the Health Insurance Portability and Accountability Act of 1996); use of medical devices; and advertising of medical services. While not all of these laws and regulations will be applicable to all Clinics, depending on location and services provided, it is important to be aware of and compliant with the regulatory framework. You and/or your franchisees must ensure that all employees that will work with patients in the Franchised Business undergo a background check.

Additionally, federal anti-kickback statutes and state fee splitting laws may have an impact on the flow of payments between Franchisor and Franchisee and/or the Professional Corporation, where applicable. ERVEXIA

™ clinics are considered “covered entities” under HIPAA regulations and are required to follow all HIPAA regulations and guidelines.

We strongly encourage our Area Representatives to consult with independent legal counsel concerning the healthcare laws of the state(s) in which your potential Development Area(s) will be located so that you are aware of the requirements that will apply to the Unit Franchises within the Development Area. We are not obligated to provide assistance in determining which specific state laws apply to Area Representative or Unit Franchises.

It is also important to note that ERVEXIA ™ franchised businesses do not accept private insurance, nor do they participate in federal and/or state reimbursement programs, such as Medicaid or Medicare. All locations only accept private payments from all clients.

ITEM 2
BUSINESS EXPERIENCE

Matt Hale: President of Franchising

Mr. Hale is one of our co-founders and became our President of Franchising in May 2023. He is the Chairman of the Board and CEO for ACU Development, LLC in Scottsdale, AZ from September of 2016 to present. Prior to that time, he served as the Vice President of Operations for The Joint Corp. in Scottsdale, AZ, from September 2015 to September 2016. Mr. Hale served as the Director of Operations and Construction for The Joint Corp. from April 2010 to September 2015.

Dr. Dallas Humble: President of Operations

Dr. Humble is one of our co-founders and became our President of Operations in May 2023. Dr. Humble has been the President and CEO of JDH Management LLC in West Monroe, LA since January 2010.

Dr. Don Maples: President of Clinical Services

Dr. Maples is one of our co-founders and became our President of Clinical Services in June of 2023. Dr. Maple has been the CEO Corporate Health Testing and Safety since October 13th, 2018.

Dr. Paul Birinyi: Chief Medical Officer

Dr. Birinyi is one of our Area Representatives and became our Chief Medical Officer in June of 2025. Dr. Birinyi has been the owner of Performance Spine & Brain since March 2021.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

INITIAL AREA REPRESENTATIVE FEE

You must pay us an initial area representative development fee ("Initial Development Fee") typically ranging from $49,317 to $334,417, depending on the number of Unit Franchises available in your defined Development Area (usually no less than 5 or more than 50). The formula used to determine the Development Fee for your Development Area is calculated by multiplying 25% of the then-current franchise fee for a Unit Franchise, times the number or potential Unit Franchises within the proposed geographically defined Development Area. These fees are non-refundable.

The Initial Development Fee must be paid by wire transfer, cash or certified funds when you sign the ARA. The Initial Development Fee is uniform for all Area Representative franchises we offer through this Disclosure Document. However, we reserve the right to modify the Initial Development Fee in the future to reflect the changing costs of doing business and changes in the value of an Area Representative franchise. We may also discount the Initial Development Fee: (i) if an Area Representative purchases multiple development areas, depending on the number of development areas purchased; (ii) if we are unable to locate an Area Representatives in a particular region we consider desirable; or (iii) based on other subjective factors we deem important to the System. As a result, the Initial Development Fee is fully earned by us upon receipt and is nonrefundable.

TECHNOLOGY FEE

You will also be required to pay us a monthly fee of $189 for access to our Proprietary Software, email, and lead management after you sign your Area Representative Agreement. You will begin paying this fee once your access has been granted. This amount is non-refundable under any circumstances and is uniform for all Area Representatives and will be paid to us, the franchisor via ACH.

ITEM 6
OTHER FEES

Fee	Amount	Due Date	Remarks
Custom Graphic Design Fee	Then-current hourly fee (currently $30-$70 per hour) plus actual costs	Time of assistance	Payable only if you request us to do custom graphic design work on any advertising or other promotional materials that we develop.
Late Fees	18% per year or the highest rate allowed by law, whichever is less	On demand	Applies to all overdue fees, contributions and other amounts due to us, including any understatement in amounts due revealed by an audit.
Late Reporting Fee	$100	10th day of the month following any month for which any required report is not timely submitted	Payable if any report or other information required to be submitted to us is received by us after the established deadline.

Fee	Amount	Due Date	Remarks
Audit Expenses	All costs and expenses associated with audit	On demand	Payable if you fail to timely input financial data in the Office Management Program or fail to submit required reports.
Technology Fee	Currently $189/month	Monthly	We require this fee to be paid by an electronic transfer. This is for use of our email, Proprietary Software and lead management system See Note 1 & 2.
Insurance Policies	Amount of unpaid premiums and related costs, administrative fees and late charges	On demand	Payable if you fail to maintain required insurance coverage and we obtain coverage for you. See Note 5.
Additional Training Fee	An amount set by us per attendee, per day, plus expenses (not to exceed $500/day)	On demand	Payable for each person who attends any mandatory or optional additional training program or owners meeting held by us. We do not currently charge this fee. If you fail to attend any of these required training courses or meetings, we may charge you a non-attendance fee of up to $500 per day.
Renewal Fee	$2,000 per open Unit Franchise, not to exceed 25% of the original Initial Development Fee for your Development Area	Upon renewal	Payable upon renewal of the Area Representative Agreement.
Transfer Fee	$25,000 for the Development Area	Before transfer completed	Applies to any transfer of the Area Representative Agreement, the franchise, or its assets, except transfers to a legal entity principally controlled by you. Used to cover cost associated with transfers, including training cost. See Note 6.
Legal Costs and Attorney's Fees	All legal costs and attorneys' fees incurred by us	As incurred	Payable if we must enforce the Franchise Agreement, or defend our actions related to, or against your breach of, the Franchise Agreement.

Fee	Amount	Due Date	Remarks
Indemnification	All amounts (including attorneys' fees) incurred by us or otherwise required to be paid	As incurred	Payable to indemnify us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors, and assigns against all claims, liabilities, costs, and expenses related to your ownership and operation of your franchise.
Non-Sufficient Funds Fee	$30	On demand	Paid if we debit your account and our debit is declined or dishonored by your financial institution

Notes

1. Fee Payment Information. All fees are imposed by us and are payable to us or our affiliates. All fees are nonrefundable, and all are uniformly imposed on similarly situated franchisees currently acquiring a Franchise. We reserve the right to modify these fees in certain circumstances. You will pay most fees by electronic funds transfer. Payments made by credit card are subject to various additional handling charges of up to 10%.

   If you do not report accurately your gross revenues for any week, then we may debit your account for one hundred twenty percent (120%) of the Royalty Fee and Advertising Fee amounts that we debited during the previous week. If the Royalty Fee and Advertising Fee amounts we debit are less than the Royalty Fee and Advertising Fee amounts you actually owe us (once we determine the franchise's actual gross revenues for the week), then we will debit your account for the balance on the day we specify. If the Royalty Fee and Advertising Fee amount we debit is greater than the Royalty Fee and Advertising Fee amount you actually owe us, then we will credit the excess amount, without interest, against the amount we otherwise would debit from your account during the following week.

2. Gross Sales. "Gross Sales" means all revenues of the Franchised Business, from services performed from, through or on account of the operation of the Franchise and revenues from the sale of services and products at a Unit Franchise, less the amount of sales tax or similar receipts which, by law, are chargeable to customers, if taxes are separately stated when the customer is charged and paid to the appropriate taxing authority. Gross Sales does not include any bona fide refunds, rebates or discounts granted in the ordinary course of business. Gross Sales includes all sales done at and through each Unit Franchise, including any subscriptions, memberships and e-com fees and payments, whether cash or credit, including, credit card and debit card transactions and payments using a check, with payment received at the time the debit, charge or check is made. If a transaction that was included in a prior period's report of Gross Sales is subsequently determined to be uncollectable, that amount will be allowed as a credit against the Gross Sales reported to us for the period in which the determination is made. Your franchised business may be located in a jurisdiction whose taxing authority will subject us to tax assessments on payments you submit to us for the Royalty Fee and Marketing Fund Fee. Under such circumstances, you will be required to adjust, or "gross up" your payment to us to account for these taxes.

3. Termination of Area Representative Agreement. You must pay the termination fee, plus any costs and attorneys' fees incurred by us, if you improperly attempt to terminate or close your franchise before your term expires, or we terminate your Area Representative Agreement for any reason set forth in the Area Representative Agreement. We may also recover from you any damages suffered by us (e.g., lost future revenues) resulting from your improper or wrongful termination of the franchise.

4. Insurance Policies. If you fail to pay the premiums for insurance required to operate your franchise, including but not limited to, general or professional liability insurance, or to include us as an additional insured on such insurance, we may obtain such insurance coverage for you and you will be required to reimburse us within ten (10) days of receipt of a demand for reimbursement from us, together with a $500 administrative fee per event, and any other fees, including attorneys' fees, incurred by us. We will have the right to debit your account the amounts owed to us for such premiums and fees if you fail to pay us within ten (10) days of our request for reimbursement.

5. Transfers. You may be required to pay the Transfer fee if you are permitted to transfer your Area Representative Agreement rights to a new Area Representative upon our approval of the new Area Representative. If you are in default of your Franchise Agreement, or any other agreement with us, we may deny you the right to transfer the License and/or in addition to the Transfer Fee, should we permit the transfer, we may require you to pay any amounts we deem necessary, in our sole discretion, to cure the default(s), provided that the default(s) is/are curable.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Development Fee[1]	$56,250	$393,750	Lump sum	Upon execution of the Franchise Agreement	Us
Demographic Analysis[2]	$1,000	$1,000	As arranged	As incurred	Supplier
Professional Fees[3]	$500	$5,000	As incurred	As agreed	Vendors or Third Parties
Business Licenses & Permits[4]	$0	$750	As incurred	As incurred	Government agencies
Security and Utility Deposits[5]	$0	$1,500	As agreed	Before opening	Landlord and /or utility companies
Base Lease Rent[6] *3 months*	$0	$3,000	As agreed	As agreed	Landlord
Construction Costs, Equipment, Furniture and Fixtures[7]	$0	$5,000	As arranged	As arranged	Suppliers and contractors
Computer Hardware, Software, Supplies & Installation[8]	$0	$1,500	As agreed	Before opening	Vendors
Insurance[9] *3 months*	$500	$1500	As agreed	Before opening	Insurer
Company Vehicle(s)[10]	$0	$600	As agreed	As incurred	Vendors
Franchise Sales Advertising[11] – *3 months*	$3,000	$3,000	As agreed	As incurred	Vendors
Technology Fee[12]	$567	$567	As agreed	As incurred	Us

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
3 months					
Additional Funds[13] *3 months*	$5,000	$5,000	As agreed	As incurred	Landlords, Vendors, Employees
Total Estimated Initial Investment[14]	**$66,817**	**$422,167**	**Amount to open, including first 3 months of business****		

**All fees are imposed by us and are payable to us or our affiliates. All fees are nonrefundable, and all are uniformly imposed on similarly situated franchisees currently acquiring a Franchise.

<u>Notes</u>

1. The details of the Initial Development Fee are described in Item 5. We do not offer financing for your Development Fee.

2. You must pay to have a demographic analysis done to map the potential areas for Unit Franchisees. We estimate the cost of the demographic analysis to be between $1,000 and $3,000. This must be purchased from an approved supplier.

3. This estimate is for legal, accounting, administrative, permitting, traffic studies, demographic studies, architectural, engineer, site surveys, brokerage, and miscellaneous other professional fees that you might incur before you open for business, including (among other things) to assist you in reviewing the Franchise Agreement. Your actual cost may vary. You may also be required to enter into a management services agreement with a P.C. in those states that require a P.C. to own the occupational medical care practice. These fees will vary by jurisdiction and state.

4. If the laws within your Development Area require you to be registered prior to undertaking your franchise development activities as required by the Area Representative Agreement, there will be certain costs associated with this registration, including registrations fees. Registration fees vary from state to state. Local, municipal, county, and state regulations vary on what licenses and permits are required by you to operate..

5. If you decide to operate from a leased premise, you may be required to pay deposits for utilities. The amount of these deposits will vary depending on the practices of the utility companies and whether any impact or hook-up fees are required.

6. Should you need to rent or acquire leased space for your franchise business, rent varies considerably from market to market, and from location to location in each market. These figures represent rent for 3 months. In metro areas, we encourage you to seek specialist advice regarding fit-out, union labor, operational and any other costs that may impact costs that are particular to that location.

7. You will need to make improvements to, or "build out," the Premises, at which you will operate your franchised business. You may be able to negotiate various terms with your Landlord, including paying for some of the build out costs for your leased space, known as Tenant Improvement (TI) Allowances. Also, you may seek to finance some or all of your build out costs through your Landlord or other financing sources. A variety of factors may affect the availability of Landlord and other financing, the monthly overall costs of the financing, and other terms relevant to your decision whether to pay or finance the build out costs. These fees are non-refundable unless your landlord is willing to refund a portion or your deposit.

The cost of leasehold improvements will vary widely depending upon the size and condition of the premises, if you are located outside of the 48 contiguous states, whether or not there are any existing and comparable leasehold improvements in the premises, the extent and quality of improvements desired by you over and above our minimum requirements, landlord's cash contribution to the cost of the improvements, whether you are required to use union labor, and the like.

You may need to purchase furniture and fixtures for the Premises that meet our specifications and are from approved or designated vendors (where there are approved or designated vendors). You may decide to lease the furniture and/or equipment needed rather than purchasing it with a lump sum payment. A variety of factors (such as the condition of the national and regional economy, availability of credit, number of suppliers leasing products in your area, the interest rates offered by suppliers, duration of leases offered, security requirements, and your credit history) may affect the availability of leased products, the monthly and overall costs of the leases, and other terms relevant to your decision whether to purchase or lease the furniture and/or equipment. The amounts listed are an estimate and may vary per your location and market.

8. The cost for Computer Hardware, Software, Supplies and Installation may be $0 if you already have computer hardware and software that meets our minimum requirements.

9. This is an estimate of insurance premiums for the initial 3 months of business operation. Your costs will vary depending on your market, the amount of coverage you select, and other factors. You must purchase all insurance necessary to operate your franchise, including but not limited to, professional liability insurance for all licensed professionals who work in or supervise each Unit Franchise, from our required vendor. See Item 11 and the most current version of the Operations Manual for more details regarding insurance.

10. You may be required to purchase or lease a vehicle to conduct franchise sales activities. If you decide not to utilize your own vehicle we estimate it will cost you approximately $565 per month to cover the cost of your vehicle, tax, title, and licensing.

11. We require that you spend at least $1,000 each month to advertise the sale of Unit Franchises in your Development Area. The precise amount will be determined by the population of your Development Area after consultation with, and consent by, us. Advertising expenditures must be documented to us upon our request. This includes the cost of sales and marketing materials.

12. You will pay the Technology fee of $189 per month as soon as you sign your Area Representative Agreement.

13. You will need additional capital to support on-going expenses during the initial 3 months after you open for business. The estimate includes items such as payroll, royalty, advertising fees, additional advertising, repairs and maintenance, bank charges, miscellaneous supplies and equipment, state tax, and other miscellaneous items, that may not be covered by sales revenues.

14. The figures in the table are only estimates. In compiling these estimates, we have relied on the experience and data collected from the affiliates and franchisees. .

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS & SERVICES

Except as indicated below, you are not required to purchase or lease products or services from us or our affiliates or from suppliers approved by us or under our specifications.

REQUIRED PURCHASES OF GOODS & SERVICES

You must purchase certain products, supplies, insurance, software and other specified items under specifications and standards that we periodically establish in our Manual or other notices we send to you from time to time. These specifications are established to provide standards for performance, durability, design and appearance and support the System. You must purchase such products, supplies, insurance, etc. required for the operation of your Franchised Business solely from suppliers (including distributors, manufacturers, and other sources) who have been approved in writing by us, as set forth in the Manual. You are not allowed to purchase any item from an unapproved supplier. When selecting suppliers, we consider all relevant factors, including the quality of goods and services, service history, years in business, capacity of supplier, financial condition, terms and other requirements consistent with other supplier relationships. We maintain written lists of approved items of products and supplies (by brand name and/or by standards and specifications) and lists of approved suppliers for those items. All such suppliers and approved vendors will be listed in the Manual, which must always be followed, even as modified and updated by us. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, equipment or services.

You will be required to purchase goods and services from our approved and/or designated suppliers. A list of all approved and/or designated suppliers is set forth in our Manual for Area Representative Franchised Businesses. We are currently not a required supplier for these or any other products or services, however, we may become the required supplier for these or other products and services in the future. If we do, you will be required to discontinue using other suppliers for these products and services. You must comply with our requirements to purchase or lease real estate, goods, and services according to our specifications and/or from approved suppliers to be eligible to renew your franchise. Failure to comply with these requirements will render you ineligible for renewal and may be a default allowing us to terminate your franchise. There are currently no approved suppliers in which any of our officers owns an interest.

APPROVAL OF ALTERNATIVE SUPPLIERS

We do not have any specific written criteria for supplier selection and do not intend, at this time, to prepare one. Therefore, we will not furnish its criteria for supplier approval to Franchisees or Area Representatives. If you would like to purchase any products or services from any unapproved supplier, then you must submit to us a written request for approval of the proposed supplier. We will approve or disapprove your request within 30 days of receipt of your written request. We have the right to inspect the proposed supplier's facilities and require that product samples from the proposed supplier be delivered, at our option, either directly to us, or to any independent, certified laboratory that we may designate, for testing. We may charge you a supplier evaluation fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier does not continue to meet any of our criteria.

REVENUE FROM AREA REPRESENTATIVE PURCHASES

In 2023, we did not receive any revenues from Area Representative required purchases of products and services from us and/or required suppliers, but we may receive revenues from such purchases in the future. However, we did not begin offering ERVEXIA ™ franchises until April 2024. The cost of purchasing required products and services to meet our specifications will represent approximately less than 1% of your total purchases in establishing your Area Representative franchise and less than 1% of your total purchases during the operation of your Area Representative franchise.

We do not expect to receive revenue or other consideration from any other suppliers for goods and services that we require or advise you to purchase. We reserve the right to enter additional arrangements with suppliers in the future. However, in the event we enter agreements with any such suppliers, we anticipate that any revenue or other consideration received would probably include promotional allowances, rebates, volume discounts, and other payments, and would probably be equal to zero to ten percent (0-10%) of the amount of the goods or services you purchase from the supplier. We expect that at least some of these arrangements will generally allow us to obtain discounts off standard pricing and pass at least a portion of the savings on to you.

Negotiated Prices, Cooperatives & Material Benefits

We negotiate price terms and other purchase arrangements with suppliers for you for some items that we require you to lease or purchase in developing and operating your Development Area. There currently are no purchasing and distribution cooperatives. We do not provide any material benefits to you if you buy from sources we approve.

Advertising Specifications & Restrictions

All marketing and promotion of your business must conform to our standards and specifications. You must submit to us samples of all advertising and promotional materials, including all print materials and desired print vendors, which have not been prepared or previously approved by us. See Items 6 and 11. Your business must participate in promotions and public relations campaigns (e.g., contributions to charitable events) we institute from time to time for all Development Areas and Unit Franchises within a particular geographic area. You must also participate in community service programs, product promotions, loyalty, gift card and other promotional programs, that we may reasonably determine are needed in your particular business. We retain the right to develop and control all Internet advertising and messages of any kind, including social media, using our Marks. We reserve the right, upon 30-day prior written notice to you, to require that you participate in electronic advertising. All Area Representatives and Unit Franchisees must participate in these programs or other promotions that we may adopt in the future.

Office Equipment / Computer / Point-of Sale System

You must purchase from approved suppliers and use the point-of-sale system, computer hardware, computer software and the all-in-one printer/copier/scanner/fax machine.

You must purchase a computer system meeting our specifications (together with the software, referred to as "Computer System") from designated or approved suppliers. We do not currently derive any revenue from your purchase of the Computer System but reserve the right to do so in the future. You will be required to meet all computer guidelines laid out in the Operations Manual. You must have high-speed Internet connection at your premises. We reserve the right to require you to purchase, install and use proprietary operating software that allows us to download certain sales and other information related to Franchise operations that we specify. We reserve the right to require, upon 30 days' prior written notice to you, that you purchase additional hardware and software meeting our minimum specifications. In the future, you may be required to purchase or lease other proprietary software from us, an affiliate of ours, or from a third party designated by us.

You and/or your Franchisees will be required to purchase and exclusively use our designated Point of Sales and Proprietary Software system at all Unit Franchises, as well as have access to it from a regional level. You will be required to pay a monthly Technology Fee of $189 for the continuing use of our POS System and Proprietary Software. This fee is in addition to the Technology Fee required for each Unit Franchise, if you own ERVEXIA ™ Clinics in addition to your Area Representative Franchised Business. Our Technology Fee does not include the monthly cost to purchase and/or maintain additional software or software applications that you may be required to use in the future to operate your franchise to comply with applicable laws and regulations, such as PCI data security software or software to protect patient or customer data. We reserve the right to increase the Technology Fee up to $350 after giving you 30-day prior written notice. You will also be required to have access to a broadband Internet connection at all times.

If we require you to use any proprietary software or to purchase any software from an approved supplier, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. The Computer System is described in more detail in the Operations Manual.

Insurance

You must obtain and maintain insurance as we may specify in the Operations Manual, in addition to any other insurance that may be required by applicable law, or by any lender or lessor. Neither we nor any affiliate of ours will derive revenue as a result of your purchase of insurance. All insurance policies must name us as an additional insured and specifically, "2023 to 2025 of the Franchise." You cannot open your franchise until you have obtained all the required insurance coverage. If you fail to obtain and maintain this insurance coverage, we have the right to obtain it on your behalf and to charge you for the cost, plus interest. We have the right to increase the minimum coverage, decrease the maximum deductible, or require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards, or other relevant changes in circumstances. We must give you at least 30 days' written notice.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements. All reports must be submitted in a timely manner in accordance with the dates we set from time to time.

Disclosure Document for Unit Franchises

You must ensure a copy of our Unit FDD is delivered to each potential Unit Franchisee. We may provide the Unit FDD to prospects directly or require you to do so. We will provide you with one copy of the Unit FDD, although it is copyrighted, and you will not be licensed to reproduce it yourself without our prior written authorization. Currently, only we are the designated or approved supplier of our Unit FDD. There is no alternate supplier due to the need to maintain strict control of the contents of our Unit FDD.

Item 9
Area Representative's Obligations

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

	Obligations	Section(s) in Agreement	Disclosure Document Item(s)
a.	Site selection and acquisition/lease	2	11
b.	Pre-opening purchases/leases	6 & 7	5, 7 & 8
c.	Site development and other pre-opening requirements	n/a	7, 8 & 11
d.	Initial and ongoing training	5 & 6	11
e.	Opening	2	11
f.	Fees	4, 5, 6, 7, 11, 13, & 15	5, 6, & 7
g.	Compliance with standards and policies/operations manual	5 & 6	11
h.	Trademarks and proprietary information	9 & 10	13 & 14
i.	Restrictions on products/services offered	5	16

	Obligations	Section(s) in Agreement	Disclosure Document Item(s)
j.	Warranty and customer service requirements	6	None
k.	Territorial development and sales quotas	2	12
l.	On-going product/service purchases	5 & 6	8
m.	Maintenance, appearance, and remodeling requirements	n/a	None
n.	Insurance	6	7, 8 & 11
o.	Advertising	5 & 6	6, 7 & 11
p.	Indemnification	15	6, 13 & 17
q.	Owner's participation/ management and staffing	6	11, 15 & 16
r.	Records/reports	6	6 & 8
s.	Inspections/audits	5	6
t.	Transfer	11	6 & 17
u.	Renewal	4	6 & 17
v.	Post-termination obligations	13	17
w.	Non-competition covenants	12	17
x.	Dispute resolution	14 & 15	17
y.	Owners/ Shareholders/ Spousal Guarantee	11	15
z.	Other	None	None

ITEM 10
FINANCING

We do not offer any direct or indirect financing. We do not guarantee your note, lease or obligations.

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

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

Before you open your Area Representative franchise for business, we (or our designee) will:

1. Define your Development Area, as further described in Item 12. *(Area Representative Agreement § 3)*

2. Grant you access to our primary operations manual for Area Representatives along with other materials which contains our mandatory and suggested specifications, standards and procedures for operating your Area Representative franchise (collective referred to as our "Manual"). After you have signed your Area Representative Agreement, we will give you access to our training tutorials and workbooks via the ERVEXIA ™ intranet and learning management system. These tutorials and posted materials contain proprietary information which you must keep confidential. Exhibit C to this Disclosure Document sets

forth the Table of Contents for Manual which consists of approximately 40 pages, at this time. Our Manual contains our System Standards and information about your other obligations under the Area Representative Agreement. *(Area Representative Agreement § 5.2)*

3. Within 60 days of executing your Area Representative Agreement, provide to you, other members of your management team, and any agents you employ, our initial training program for Area Representatives. You (if you are an individual) or at least 1 of your Owners as defined in your Area Representative Agreement (if you are a legal entity), your general manager (if we agree for you to have a general manager; see Item 15), and other members of your management team that we designate must complete this initial training program to our satisfaction. The training program will be virtual. There will be no tuition charge for these training programs for any persons who attend, and you are responsible for any wages or compensation to your personnel who attend the initial training. *(Area Representative Agreement § 5.1)*

4. Prepare and/or register any disclosure documents or other documentation that must be prepared, amended, or registered for you to fulfill your responsibilities to solicit, recruit, and screen prospective franchisees. Federal and state franchise or business opportunity laws govern the sale and offering of Unit Franchises, and may require the preparation, amendment, registration, or registration of all certain documentation and disclosures relating to the Unit Franchises offered in your Development Area (the "Documentation") before you can solicit prospective franchisees. While we will prepare and register all Documentation necessary for you to begin soliciting prospective franchisees, you must provide us with any documentation or information we may need to prepare or register the Documentation and will be responsible for all costs applicable to you. You must review and become fully familiar with all Documentation related to franchises sold in your Development Area. Before soliciting a prospective franchisee, you must take reasonable steps to confirm that the information contained in the Documentation or other materials related to the offer or sale of Unit Franchises is true, correct, and not misleading, or in violation of applicable state law related to registration of the Documentation. *(Area Representative Agreement § 5.4)*

5. Review and approve or disapprove your advertising, marketing, and promotional materials *(Area Representative Agreement § 6.8)*

During the operation of the franchised business, we (or our designee) will:

1. Provide you with general guidance through bulletins or other written materials *(Area Representative Agreement § 5.3)*.

2. If we agree to do so, provide you with additional or special guidance, training, or assistance that you request. If we provide this training, you must pay all of our then-applicable charges, including all per-diem fees and travel, lodging, meal, and living expenses of our personnel. *(Area Representative Agreement § 5.1)*

3. As necessary, amend, maintain, or renew any documentation and/or registrations necessary for you to continue to solicit prospective franchisees *(Area Representative Agreement § 5.4)*.

4. Approve or disapprove prospective Unit Franchisees (the "Prospective Franchisees") recommended by you, and their proposed franchise locations. You must advertise for, solicit, recruit, and screen Prospective Franchisees to purchase Unit Franchises in your Development Area. You must investigate each Prospective Franchisee and its proposed Unit Franchise site to determine if they meet our standards and policies. After ensuring that a Prospective Franchisee meets our standards, you may recommend to us the approval of the Prospective Franchisee. You must provide us with all information that we may request to evaluate your recommendation. We may approve or reject a Prospective Franchisee for any reason. If we disapprove any Prospective Franchisee, we will notify you in writing of our reasons for the disapproval. If we approve the Prospective Franchisee, you must provide the Prospective Franchisee

with a copy of our then-current Franchise Agreement for the Prospective Franchisee to sign. *(Area Representative Agreement § 5.5)*

5. Continue lending to you a copy of our Manual. *(Area Representative Agreement § 5.2)*

6. Allow you to use our Marks and confidential information in operating your Franchised Business. *(Area Representative Agreement § 9 & 10)*

7. Indemnify you against damages for which you are held liable in any proceeding arising out of your use of our Marks in compliance with the Area Representative Agreement and reimburse you for costs you incur in defending against any such claim. *(Area Representative Agreement § 9.5)*

8. As we deem appropriate, provide you with additional, on-going, and supplemental training programs We may hold mandatory and optional training programs for you and your staff regarding new techniques, services or products, and other appropriate subjects. We may decide to hold these training programs at our own initiative, or in response to your request for additional or special training. We will determine the location, frequency, and instructors of these training programs. We may, but do not currently, charge you a daily attendance fee in an amount to be set by us for each owner, officer, director, manager, or employee of yours who attends any mandatory or optional training program (see Item 6). You must pay any wages or compensation owed to, and all travel, lodging, meal, and transportation expenses incurred by, all your personnel who attend any of these training programs. *(Area Representative Agreement § 5.1)*

9. Review and approve or disapprove your advertising, marketing, and promotional materials). *(Area Representative Agreement § 6.8)*

10. As we deem advisable, conduct inspections and/or audits of your Area Representative Franchise Business, including evaluations of its training methods, techniques, and equipment; its staff; and the services rendered to your franchisees. We may provide you with additional guidance and training based on the results of these inspections and/or audits. *(Area Representative Agreement § 5.1)*

11. Pay you any compensation that you are owed under the Area Representative Agreement. *(Area Representative Agreement § 8)*

12. If a local or regional advertising cooperative is established that covers all or any part of your Development Area, approve or disapprove any advertising, marketing, or promotional materials created by the cooperative. Though there currently are no local or regional cooperatives, we may create a cooperative to support the advertising and marketing needs of their respective members. *(Area Representative Agreement § 6.7& 6.8)*

ADVERTISING & MARKETING

You are required to contribute to the advertising of your Area Representative Franchised Business in your local market area, in the minimum amount of $1,000 per month ("Minimum Local Advertising Requirement") beginning your 1st full month of operations after you executed your Area Representative Agreement. You will be responsible for the local marketing of your business. You may only use advertising material that is approved by us. We have the right to require you to use one or more required suppliers for your local advertising. We may require you to spend all or a portion of the Minimum Local Advertising Requirement with such required suppliers. We reserve the right to collect such amounts directly from you via EFT to pay such required suppliers. You must provide us (in a form we approve or designate) evidence of your required local advertising, marketing and promotional expenditures by the 30th day of each month, for the preceding calendar month, along with a year-to-date report of the total amount spent on local advertising. Any advertising or marketing material that you intend to use must receive prior written approval from us. If you do not receive our written disapproval within 15 days from the date the materials are delivered to us, then the materials will be deemed approved. The approval of the marketing or advertising material is valid for 1 year.

You are required to join and participate in any Area Representative Advertising Cooperative ("Co-op") covering your Development Area that may be established and duly formed as a legal entity. A Co-op is an association of all Area Representatives whose Franchised Businesses are located within a Designated Market Area ("DMA"). A DMA is a geographic area around a city in which the radio and television stations based in that city account for a greater proportion of the listening/viewing public than those based in the neighboring cities. One function of the Co-op is to establish a local advertising pool, of which the funds must be used for Unit Franchise's advertising only and for the mutual benefit of each Co-op member. We have the right to specify the manner in which any Co-ops are organized and governed, and to require any and all Co-ops to be legal entities of the state where they are located. Co-ops must operate according to written bylaws which have been approved by us. Co-ops must provide us a copy of their organizational documents and bylaws prior to commencing any marketing or other activities. Currently, each Area Representative must contribute to a Co-op according to the Co-op's rules and regulations, and bylaws, as determined by its members. Amounts contributed to Co-ops may be considered as spent toward local advertising, if appropriately documented and spent according to our defined criteria for local advertising, and therefore may be applied towards the Minimum Local Advertising Requirement.

With your National Ad Fund payments, we may create one or several national and/or regional advertising funds (each referred to as an "Ad Fund") for our Unit Franchises (both franchisee-owned and Company-owned) and Area Representatives to accomplish those advertising and promotional programs we deem necessary or appropriate for the Unit Franchises and Area Representatives. However, we may choose to use only 1 Ad Fund to meet the needs of regional, multi-regional, and national advertising and promotional programs. Each Unit Franchise and Area Representative must contribute to the Ad Fund for its area such amounts that we periodically require. The current contribution amount for Area Representatives is 1% of your share of any initial franchise fees you are due under the Area Representative Agreement and 1% of your share of any royalty fees you are due under the Area Representative Agreement. The maximum contribution to the Ad Fund we may require from you is 2% of Gross Sales.

We will direct all marketing programs financed by the Ad Fund, and will have sole discretion over the creative concepts, materials and endorsements used by the Ad Fund(s), and the geographic, market, and media placement and allocation of the Ad Fund. We have the sole discretion to use the Ad Fund to pay the costs of administering regional, multi-regional, and/or national advertising programs, including purchasing direct mail and other media advertising; employing advertising agencies and supporting public relations, market research, and other advertising and marketing firms; and paying for advertising and marketing activities that we deem appropriate, including the costs of participating in any national or regional trade shows. We may in our discretion use Ad Fund to engage in advertising and promotional programs that benefit only one or several regionals, and not necessarily all Unit Franchises. We will not use the Ad Fund for advertising that is principally a solicitation for the sale of franchises.

The Ad Fund will be accounted for separately from our other funds and will not be used to pay any of our general operating expenses, except for salaries, administrative costs, and overhead that we incur in activities reasonably related to the administration of the Ad Fund and their marketing programs, including preparing advertising and marketing materials, and collecting and accounting for contributions to the Ad Fund. We may spend in any fiscal year an amount greater or less than the aggregate contributions to the Ad Fund in that year, and the Ad Fund may borrow from us or other lenders to cover the Ad Fund's deficits or invest any surplus for future use by the Ad Fund. We will prepare an annual statement of monies collected and costs incurred by each Ad Fund and will provide it to you upon written request.

We may cause any Ad Fund to be incorporated or operated through an entity separate from us when we deem appropriate, and the entity will have the same rights and duties as we do under the Franchise Agreement. If established, the Ad Fund will be intended to enhance recognition of the Marks and to enhance the franchise opportunities available through our franchises. Although we will endeavor to use the Ad Fund to develop advertising and marketing materials and programs and place advertising that will benefit all Unit Franchises, we do not have to ensure that the Ad Fund's expenditures in or affecting any geographic area are proportionate or equivalent to the contributions made by Unit Franchises in that geographic area, or that any Unit Franchise will benefit from the development of advertising and marketing materials or the placement of advertising by the Ad Fund directly or in proportion to the Unit Franchise's contribution to the Ad Fund. We assume no direct or indirect liability or obligation to you or any other Unit Franchise in connection with the establishment of an Ad Fund, or the collection, administration, or disbursement of monies paid into any Ad Fund Co-op and all fees shall be paid directly to the Co-op.

We may suspend contributions to, and the operations of, any Ad Fund for any period we deem appropriate, and may terminate the Ad Fund upon 30 days' written notice to you. All unspent monies held by the Ad Fund on the date of termination will be distributed to us, our affiliates, and you and our other franchisees in proportion to each party's respective contributions to the Ad Fund during the preceding 12-month period. We may reinstate a terminated Ad Fund upon the same terms and conditions set forth in the Franchise Agreement upon 30 days' advance written notice to you.

For the year ending December 31, 2025, there were Ad Fund contributions of $4,500. During fiscal year 2025, the Ad Fund contributions were spent as follows: 10% to production expenses, 90% on media and placement.

As of December 31, 2025, there were no Advertising Co-ops. We have the right to create Co-ops and to decide how they will be run. We also have the right to specify the manner in which Co-ops are organized and governed, and may require all Co-ops to be legal entities of the state where they are located. Each Advertising Co-op must operate according to bylaws which have been approved by us. Members of the Co-ops are responsible for determining the fees to be paid by the Co-op members directly to the Co-op.

As of the date of this Disclosure Document, we have no franchise councils or advisory boards. We may, in our sole discretion, change or dissolve any advisory councils or similar organization we have formed or organized.

We, or our designated supplier, may become the required supplier of some or all marketing and advertising services (including digital services) for your Unit Franchise. If we do, you will be required to discontinue using any of your current suppliers for these services upon expiration of any existing contracts for these services, or within 30 days after receiving notice from us, whichever occurs first. Any amounts paid toward marketing and advertising services may be applied towards your Minimum Local Advertising Requirement.

<u>System Website & Social Media</u>

We have established a website to advertise, market and promote the ERVEXIA ™ Businesses and the franchise opportunity. You may not establish your own website or use social media platforms without our prior written consent. You must sign an authorization that grants us the right to change, transfer or terminate your email addresses, domain names, social media platforms and comparable electronic identities that use our trademarks if the franchise agreement expires or is terminated, or if your franchise is not renewed.

<u>Internet Access</u>

You must have commercially appropriate 24 hours a day, 7 days a week, high speed Internet access, as designated in the Manual, which will permit us to provide pre-opening assistance and training to you, and will permit you to communicate with your franchisees, to connect on-line with us in order to transfer data. You may use any Internet service provider (ISP) of your choosing that provides high speed dedicated access. You must utilize your corporate issued ERVEXIA ™ email for your Area Representative related electronic communications. We will have independent access to your computer system. We have the right to independently access all information you collect or compile at any time without first notifying you. As the Franchisor, we follow all HIPAA related laws, when accessing your computer system to ensure the most secure file maintenance possible.

COMPUTER-RELATED EQUIPMENT & SOFTWARE.

You must use the computer hardware and software (collectively, "Computer System") that we periodically designate to operate your Area Representative franchise. Your Computer System includes our Proprietary Software necessary to operate your franchise. You must obtain the Computer System, software licenses, maintenance and support services, and other related services from the suppliers we specify (which may include or be limited to us and/or our affiliates). You are responsible for all costs and monthly fees associated with any such software licenses or programs, including any updates. We may periodically modify the specifications for, and components of, the Computer System. These modifications and/or other technological developments or events may require you to purchase, lease, and/or obtain by license new or modified computer hardware and/or software and obtain service and support for the Computer System. The Area Representative Agreement does not limit the frequency or cost of these changes, upgrades, or updates. We have no obligation to reimburse you for any Computer System costs. Within 60 days after you receive notice from us, you must obtain the components of the Computer System that we designate and ensure that your Computer System, as modified, is functioning properly.

We may charge you a reasonable fee for installing, providing, supporting, modifying, and enhancing any proprietary software or hardware that we develop and license to you; and other Computer System-related maintenance and support services that we or our affiliates provide to you. If we or our affiliates license any proprietary software to you or otherwise allow you to use similar technology that we develop or maintain, then you must sign any software license agreement or similar instrument that we or our affiliates may require.

You will have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded.

Your Computer System must be capable of supporting our required software, with Internet capability, and accessible by us remotely. You may also be required to purchase certain customer contact software and financial software, and to pay monthly charges associated with your Computer System. The specification regarding the required hardware and software for your Computer System, are contained in the Manual.

We estimate the cost of purchasing the Computer System and related software and associated equipment will range from $0to $1,500. In addition, you will be required to pay a recurring Technology Fee for the use of our POS System and Proprietary Software. Currently this fee is $189 per month, but we have the right to increase the Technology Fee up to $350after giving you 30 days' prior written notice. Our Technology Fee does not include the monthly cost to purchase and/or maintain additional software or software applications that you may be required to use in the future to operate your franchise to comply with applicable laws and regulations, such as Payment Card Industry ("PCI") data security software or software to protect patient or customer data. You will also be required to pay the monthly cost of maintaining high-speed Internet access at your site. We estimate that this cost will be approximately $50-$350 per month, depending on your area and building requirements and availabilities.

We will have independent access to the information that will be generated and stored on your Computer System. There are no limitations on when or how we may access such information.

Training Program

Subject	Classroom / Online Hours	On-the-Job Hours	Location*
ERVEXIA ™ Introduction & Overview	2.5	0	Virtually
Occupational Medical Care as a Business	5	0	Virtually
Site Selection & Clinic Build-out	5	0	Virtually
Area Representative Roles & Responsibilities	4	0	Virtually
Financial Management	2	0	Virtually
Vendor Services	2.5	0	Virtually
PC/SMO Education	1.5	0	Virtually
Marketing of Your Business	4	0	Virtually
Preparing to Open Your Area Representative Business	2	0	Virtually
Selling the ERVEXIA ™ Franchise	2	0	Virtually
Total	30.5	0	

Dr. Raker and Dr Humble, will oversee our initial training. He has 15 years of experience in Occupational Health Services. All ERVEXIA ™ training instructors have a minimum experience of 3 years with the above subject matter. You and all required personal must compete training prior to operating your Area Representative Business.

All proprietary tools, training syllabus, employee manual, new hire forms, procedure checklists, marketing collateral, Chart of Accounts, Electronic Training Programs and Confidential Operations Manual will be used as the basis for instruction.

We will provide Initial Training following execution of the Area Representative Agreement. The Principal Operator(s) and General Manager are required to successfully complete this Initial Training.

We may charge a reasonable fee for for repeat Initial Training for any individual who does not complete Initial Training to our satisfaction in the initial session. While successful completion of Initial Training is mandatory for the Designated Manager, Initial Training may also be attended by one (1) additional assistant.

You are solely responsible, at your own expense, for training your employees and any additional management personnel not included in our Initial Training program.

Periodic Inspections

You must operate your Area Representative franchise in accordance with the Area Representative Agreement and the Manual for Area Representatives. We reserve the right to conduct period inspections of your Franchised Business to ensure that you are in compliance with your Area Representative Agreement, Manual for Area Representatives, and our other written directives and standards. We may terminate your Area Representative Agreement if you do not operate your business in compliance with the Area Representative Agreement or the Manual for Area Representatives.

Site Selection

While it is your option to do so, we do require you to have a separate location out of which to operate your Area Representative franchise. There are no restrictions as to where this location must be and we will not approve or disapprove the site where you choose to operate your Area Representative franchise.

Time to Open

You must open your Area Representative franchise within 30 days after you receive your initial training from us, or 90 days after signing your Area Representative Agreement, whichever occurs first. We estimate that Area Representative franchises will typically open for business approximately 2-3 months after signing the Area Representative Agreement. Factors affecting this length of time include locating a site and signing a lease, if you choose to operate from a leased premise(s), construction or remodeling of the site, completion of required training, financing arrangements, local ordinance and building code compliance, delivery and installation of equipment or supplies, and hiring and training of your staff.

Item 12
Territory

Your Area Representative Agreement grants you an exclusive Development Area, the specific size and location of which depend on population demographics, your capacity to recruit prospective Unit Franchisees and provide Support Services in the Development Area, and the number of Unit Franchises we believe the Development Area can sustain. You and we will mutually agree on your Development Area when you sign the Area Representative Agreement. There is no specific minimum or maximum area that we must include in your Development Area. However, your Development Area will usually be a geographic area such as a state or county but could vary depending on the circumstances. Your Development Area may not be changed unless you and we both agree to the change in writing.

If you are in compliance with your Area Representative Agreement, then we and our affiliates will not operate, establish, or grant another Area Representative franchise within your Development Area, nor will we operate or grant Unit Franchises that are required to be developed under your Area Representative Agreement. The continuation of your Development Area exclusivity depends upon your compliance with the minimum development obligations defined in your Area Representative Agreement. If you do not meet the minimum development obligations of your Area Representative Agreement, you will not have Development Area exclusivity, and we may, at our option, terminate the Area Representative Agreement.

Your Development Area exclusivity is limited to the total number of Unit Franchises you are authorized to develop in your Development Area at the time of signing your Area Representative Agreement. You have the option to purchase the right to develop additional Unit Franchises within your Development Area and receive corresponding Development Area protection for those additional Unit Franchises. However, if you choose not to exercise the right to purchase the rights to develop additional Unit Franchises within your Development Area, we retain the right to develop or sell the right to develop additional Unit Franchises within your Development Area, and you will not receive any compensation or royalty fees for such Unit Franchises.

You may solicit prospective Unit Franchisees residing outside your Development Area who are interested in opening a franchise within your exclusive Development Area without having to pay any special compensation to us or any other Area Representative. Likewise, Area Representative outlets owned by us, our affiliates (if applicable), or other Area Representatives may solicit prospective franchisees residing in your Development Area who are interested in opening a franchise in another Development Area without having to pay you any special compensation. You may not solicit prospective franchisees for a Unit Franchise located outside of your exclusive Development Area. We will forward to you any leads or referrals that we receive from prospective franchisees interested in purchasing a Unit Franchise in your Development Area, and you will be entitled to the compensation referred to in Item 11 only if those prospective franchisees purchase a Unit Franchise in your Development Area.

COMPANY RESERVED RIGHTS

We and our affiliates reserve the right to engage in any activities we deem appropriate that your Area Representative Agreement does not expressly prohibit, whenever and wherever we desire, including the right to:

(a) establish and operate Unit Franchise and Area Representative franchises, and granting rights to other persons to establish and operate Unit Franchise or Area Representative franchises, on any terms and conditions we deem appropriate and at any locations other than within the Development Area;

(b) establish and operate Unit Franchises and/or grant other persons the right to establish and operate Unit Franchises within the Development Area during the initial term, to the extent that such additional franchises exceed the total number of franchises you are authorized to development within your Development Area, and you decline to purchase the right to develop such additional Franchises;

(c) provide and grant rights to other persons to provide, goods and services dissimilar to and/or not competitive with those provided by Unit Franchises to customers located within your Development Area;

(d) acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at Unit Franchises, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including within your Development Area); and

(e) be acquired (regardless of the form of transaction) by a business providing products and services similar to those provided at Unit Franchises, or by another business, even if such business operates, franchises and/or licenses competitive businesses within your Development Area.

Neither we nor our affiliates intend to use other channels of distribution, such as the Internet, catalogs sales, telemarketing, or other direct marketing, to make sales within your Development Area of products and services under trademarks different from the ones you will use under the Area Representative Agreement. Neither we nor our affiliates plan to operate or franchise a business under a different trademark that sells or will sell occupational medical care goods or services similar to those you or others will offer as a ERVEXIA ™ franchisee or Area Representative.

ITEM 13
TRADEMARKS

Your right to use the Marks is derived only from the Area Representative Agreement and limited to your operating the Franchised Business according to the Area Representative and all System standards we prescribe during its term.

We will indemnify and defend you against all claims or actions arising out of your use of the marks as authorized by us, including reasonable attorneys' fees and expenses, if you have properly used the marks. We reserve the right to control any trademark litigation and will be the sole judge whether suit will be brought or settled in any instance when any person or entity infringes the marks. You must notify us within in 3 calendar days of any infringement or unauthorized use of the marks of which you become aware and to cooperate with any action that we undertake.

If we decide that it is advisable at any time for you to modify or discontinue the use of any of the marks, or to use one or more additional or substitute trade or service marks, you must comply with our directions to modify or discontinue the use of the mark or use one or more additional or substitute trade or service marks within a reasonable time after notice. We will not reimburse you for any expenses you incur to implement such modifications or substitutions. We are not obligated to reimburse you for any loss of goodwill or revenue associated with any modified or discontinued mark, nor are we responsible for any other damages or costs.

We have registered the following Marks with the U.S. Patent and Trademark Office ("USPTO") on the Principal & Supplemental Registers. At the appropriate times, we intend to renew the registrations and to file all appropriate affidavits.

Mark	Application Number	Application Date	Registration Number	Registration Date	Register
ERVEXIA ™	98271360	11/6/2023	Pending	Pending	Principal

We have not registered the following trademark with the USPTO on the Principal & Supplemental Registers. We do not have a federal registration for this principal trademark. Therefore, this trademark does not have many legal benefits and rights as a federally registered trademark. If your right to use the trademark is challenged, you may have to change to an alternative trademark which may increase your expenses.

Mark	Application Number	Application Date	Registration Number	Registration Date	Register
ERVEXIA OCCUPATIONAL HEALTH	N/A	N/A	N/A	N/A	N/A

If our right to use one of our trademarks is challenged, you may have to change to alternative trademark, which may increase your expenses.

There are no agreements currently in effect that significantly limit our right to use or license the use of the Proprietary Marks in a manner material to the franchise. With respect to the Marks, there are currently no effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition, or cancellation proceeding.

We will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to such proceeding. Our reimbursement does not include your expenses for removing signage or discontinuing your use of any Mark. Our reimbursement also does not apply to any disputes where we challenge your use of a Mark. Our reimbursement does not apply to legal fees you incur in seeking separate, independent legal counsel.

You must use the Marks as the sole trade identification of the franchised business, but you may not use any Mark or part of any Mark as part of your corporate or other legal entity name. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. The fictitious or assumed name registration must be for ERVEXIA ™ of (name of your protected territory).

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not establish, create or operate an Internet site or website using any domain name containing the words "ERVEXIA ™ " or any variation thereof without our prior written consent. You may not establish, create or operate a social media platform using or containing the Marks without our prior written consent. We retain the sole right to advertise on the Internet and create websites or social media platforms using the "ERVEXIA ™ " name and any other names we may designate in the Operations Manual.

ITEM 14
PATENTS, COPYRIGHTS & PROPRIETARY INFORMATION

PATENTS

As of the date of this Disclosure Document, we own no rights in or to any patents that are material to the franchise.

COPYRIGHTS

We claim copyright protection covering various materials used in our business and the development, management and operation of ERVEXIA ™, including advertising and promotional materials, the Operations Manual, and similar materials. We have not registered these materials with the United States Registrar of Copyrights, and we are not required to do so. We may register any of the items or copyrightable materials in the future.

There are currently no effective determinations of the United States Copyright Office or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of the copyrighted materials. No agreement requires us to protect or defend our copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. No provision in the Franchise Agreement requires you to notify us of claims by others of rights to, or infringements of, the copyrighted materials. If we require, you must immediately modify or discontinue using the copyrighted materials. Neither we nor our affiliates will have any obligation to reimburse you for any expenditure you make because of any discontinuance or modification.

Any and all copyright in and to advertising and promotional materials developed by you or on your behalf will be our sole property, and you must execute those documents (and, if necessary, require your independent contractors to execute those documents) that may be deemed reasonably necessary by us to give effect to this requirement.

OPERATIONS MANUAL & ELECTRONIC TRAINING PROGRAMS

In order to protect our reputation and goodwill and to maintain high standards of operation under our Proprietary Marks, you must conduct your business in accordance with the Operations Manual and our Electronic Training Programs (ETP). We will give you access to the Operations Manual & ETP for the term of the Franchise Agreement.

If you choose to keep a physical copy of the Operations Manual, you must keep your copy current and in a secure location at the Franchised Business. The Operations Manual & ETP contents are confidential and you may only divulge this information to employees who need to know its content. You may not, without prior written approval from us, download and/or save local copies of any of the ETP. You may not at any time, copy duplicate, record, or otherwise reproduce any part of the Operations Manual, or let any unauthorized person have access to these materials.

We may periodically revise the contents of the Operations Manual & ETP, and you must make corresponding revisions to your copy and comply with each new or modified standard. If there is ever a dispute as to its contents, our master copy of the Operations Manual & ETP will be controlling.

CONFIDENTIAL INFORMATION

The Area Representative Agreement requires you to maintain all Confidential Information of ERVEXIA ™ as confidential both during and after the term of the Agreement. "Confidential Information" includes all information, data, techniques and know-how designated or treated by us as confidential and includes the Manual. You may not at any time disclose, copy or use any Confidential Information except as specifically authorized by us. Under the Agreement, you agree that all information, data, techniques and know-how developed or assembled by you or your employees or agents during the term of the Area Representative Agreement and relating to the System will be deemed a part of the Confidential Information protected under the Area Representative Agreement.

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

You are expected to participate in the direct operation of the Area Representative franchise on a full-time basis. If you cannot, then you are obligated to have a fully trained Manager operate the Area Representative franchise. However, we believe that a person with an equity interest can best ensure that our standards of quality and competence are maintained. The Area Representative Agreement requires that you, or a designated Manager, be directly involved in the day-to-day operations and utilize your best efforts to promote and enhance the performance of the Area Representative Franchised Business. While in most cases Area Representatives will seek additional assistance for the labor-intensive portions of the business, we have built our reputation on Area Representative participation and believe it is crucial for continued success.

Any Manager you employ at the launching of your franchise operations must complete the initial management-training course required by us. All subsequent Managers must be trained fully according to our standards by either the Franchisee or us. However, we may charge a fee for this additional training.

Each individual who holds an ownership interest in the Area Representative must personally guarantee all of the obligations of the Area Representative under the Area Representative Agreement. The Guaranty and Assumption of Obligations must be executed by the spouse(s) of the franchisee, and all its owners, partners, etc. You must submit your operating agreement and statement of legal formation if you are an LLC and the appropriate corporate documents if you are incorporated. You are obligated to maintain them in good standing and submit copies of the by-laws and resolutions as may be required.

At our request, you must obtain and deliver executed agreements covering covenants of confidentiality and non-competition from any persons who have or may have an ownership interest in the Area Representative or in the franchise, any Managers, or any other persons who receive or have access to training and other Confidential Information under the System. The agreements must be in a form satisfactory to us, and must provide that we are a third party beneficiary of, and have the independent right to enforce the agreements. You may not transfer any interest in the Area Representative Agreement without our prior written consent.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate the Franchised Business in strict conformity with all prescribed methods, procedures, policies, standards, and specifications of the System, as set forth in the Manual and in other writings by us from time to time. You must use the Premises only for the operation of your Franchised Business and may not operate any other business at or from the Premises without our express prior written consent.

We require you to offer and sell only those goods and services that we have approved. We maintain a written list of approved goods and services in our Operations Manual, which we may change from time to time. If you sell unapproved goods or services or fail to report them, we have the right to charge you fees, and if you continue to do so after written notice is given to you, we may terminate your franchise.

You must offer all goods and services that we designate as required for all franchises. In addition, we may require you to comply with other requirements (such as state or local licenses, training, marketing, insurance) before we will allow you to offer certain services.

We reserve the right to designate additional required or optional goods and services in the future and to withdraw any of our previous approvals. In that case, you must comply with the new requirements. There are no express limitations on our right to designate additional or operational goods and services; however, such goods and services will be reasonably related to our franchise system or model.

We do not currently have any restrictions or conditions that limit access to customers to whom the franchisee may sell goods or services.

FRANCHISED BUSINESS EXCLUSIVITY OBLIGATIONS

You, the Area Representative, are specifically prohibited and not authorized to offer products of services identical or similar to the products or services offered by us through any means or through any other entity in which you may have an interest, other than your franchise.

ITEM 17
RENEWAL, TERMINATION, TRANSFER & DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists important provisions of the Franchise Agreement. You should read these provisions in the agreements attached to this Disclosure Document

PROVISION	SECTION (S) IN AGREEMENT	SUMMARY
a. Length of the franchise term	Section 4	10 years
b. Renewal or extension	Section 4	Your renewal rights permit you to remain an Area Representative after the initial term of your Area Representative expires. If you wish to do so, and you satisfy the required pre-conditions to renewal, we will offer you the right to 1 renewal term of 10 years.
c. Requirements for franchisee to renew or extend	Section 4	You must: have substantially complied with Area Representative Agreement; give notice of intent to renew; sign new Area Representative Agreement in our then-current form which may include terms and conditions materially different from those in the original Area Representative Agreement, including (e.g., no further renewals, higher royalty fees, etc.; sign general release of claims against us and related parties; pay the applicable renewal fee; cure any defaults; and pay all amounts owed to us.
d. Termination by franchisee	None	None
e. Termination by franchisor without cause	None	None

PROVISION	**SECTION (S) IN AGREEMENT**	**SUMMARY**
f. Termination by franchisee with cause	Section 13.1	Only upon written notice to you
g. "Cause" defined – curable defaults	Section 13.1	You do not pay us amounts due within 10 days after written notice; or you do not comply with any other provision of the Area Representative Agreement within 30 days after written notice of default.
h. "Cause" defined – non-curable defaults	Section 13.1	You make an unauthorized transfer; you fail to meet your minimum development obligation for any development period; you make material misrepresentation or omission in acquiring or operating the franchise; you do not satisfactorily complete initial training; you are convicted of or plead guilty to a felony; you fail to maintain required insurance; you engage in dishonest, unethical, or illegal conduct, or any conduct that we believe adversely affects the reputation of us, our franchises, or goodwill of the Marks; you knowingly make unauthorized use or disclosure of the Manuals or Confidential Information; you fail on 2 or more occasions in any 12-month period or 3 or more separate occasions in any 24-month period to timely pay amounts due or submit required reports, or comply with the Area Representative Agreement; you become insolvent, or make an assignment for the benefit of creditors; or any attachment or seizure of the franchise assets is not vacated within 30 days.
i. Franchisee's obligations on termination/non-renewal	Section 13.2	You must cease using our Marks and Confidential Information; cease identifying yourself as our franchisee; cancel fictitious or assumed names related to your use of the Marks; deliver to us within 30 days all advertising, forms, and other materials containing the Marks or related to the franchise; notify search engines of termination and your right to use domain names, websites, or other search engines related to the Marks or our franchises; and provide us with evidence of your compliance with the above obligations within 30 days of termination.
j. Assignment of contract by franchisor	Section 11.1	Fully transferable by us

PROVISION	SECTION (S) IN AGREEMENT	SUMMARY
k. “Transfer” by franchisee – defined	Section 11.2(b)	Transfer includes: any voluntary, involuntary, direct or indirect assignment, sale, or gift of the franchise; transfer of ownership, merger, exchange, issuance of additional ownership interests, redemption of ownership interests, or sale of exchange of voting interests in you (if you are a legal entity); transfer of interest in the Area Representative Agreement, you, the franchise, or its assets because of divorce, insolvency or dissolution, or operation of law; transfer because of the death of you or an owner of you; or any pledge of the Area Representative Agreement or ownership interest in you.
l. Our approval of transfer by you	Section 11.2(b)	Any assignment or transfer without our approval is a breach of this Agreement and has no effect.
m. Conditions for our approval of transfer by you	Section 11.3 & 11.4	You must pay all amounts owed to us; new owner assumes your obligations; new owner, its affiliates, and its owners do not have any interest in or work for a competitive business; new owner completes or agrees to complete initial training; new owners signs our then-current Area Representative Agreement and ancillary agreements; new owner has strictly complied with obligations to us and is not in default of those obligations; you pay us a transfer fee; you sign a transfer release; you do not identify yourself as current or former franchisee of ours, or use any Mark. You may transfer the franchise and its assets to a newly formed legal entity principally controlled by you and your principals if the new entity operates the franchise and complies with the Area Representative Agreement, and you provide information about the transfer to us and the entities owners.
n. Our right of first refusal to acquire your business	Section 11.6	We have 15 days to match any offer.
o. Our option to purchase your business	n/a	None
p. Death or disability of you	Section 11.5	Executor, administrator, or other representative must transfer interest of franchisee or owner within 9 months of your or an owner’s death or disability. All transfers are subject to provisions in Area Representative Agreement regulating transfers.
q. Non-compete covenants during the term of the franchise	Section 12.1	Neither you, your principals, nor any immediate family members of you or them may perform services for or have any interest in any competitive business.

Provision	**Section (s) in Agreement**	**Summary**
r. Non-compete covenants after the franchise is terminated or expires	Section 12.2	Neither you, your principals, nor any immediate family members of you or them may perform services for or have any interest in any competitive business within the Development Area, the Development Area of any other Area Representative, or within 25 miles of any Unit Franchise, for 18 months.
s. Modification of the agreement	Section 15.11	Must be in writing by both sides.
t. Integration/merger clause	Section 15.11	The Area Representative Agreement supersedes all prior agreements, representations, and promises. However, nothing in the Area Representative Agreement will have the effect of modifying or limiting the representations made in this Franchise Disclosure Document or any of its attachments or addenda. No claim made in any Area Representative or Franchise Agreement is intended to disclaim the express representation made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 15	Except for certain claims, we and you must mediate all disputes in Maricopa County, Arizona.
v. Choice of forum	Section 17.11	Unless contrary to applicable state law: Mediation at the American Arbitration Association offices nearest to our principal place of business, except actions for monies owed, injunctive relief, or relief related to real property, the Marks or confidentiality information. Venue for any litigation is the state courts in Maricopa County, Arizona, and Federal Courts for the U.S. District Court for the District of Arizona. (subject to applicable state law)
w. Choice of law	Section 15.7	Arizona law governs, except for matters regulated by the United States Trademark Act (subject to state law).

Applicable state law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in Appendix VII, State Specific Addenda, to the Franchise Agreement.

Item 18
Public Figures

We do not use any public figure to promote our franchises. You have no right to use the name of any public figure for purposes of promotional efforts, advertising or endorsements, except with our prior written consent. No public figure has any investment in the System or us.

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-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Matt Hale, President of Franchising, UNITED OCCUPATIONAL HEALTH, 7047 E. Greenway Pkwy # 250, Scottsdale, Arizona 85254, (928) 275-1450, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS & FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary for Years 2023 to 2025

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2023	0	0	0
	2024	0	1	+1
	2025	1	1	0
Company-Owned	2023	0	0	0
	2024	0	2	+2
	2025	2	2	0
Total Outlets	2023	0	0	0
	2024	0	3	+3
	2025	3	3	0

Table 2
Transfers of Outlets from Franchises to New Owners
(Other than the Franchisor) for Years 2023 to 2025

State(s)	Year	Number of Transfers
All States	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table 3
Status of Outlets for Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Arkansas	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1

Table 4
Status of Company-Owned Outlets for Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Louisiana	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
Ohio	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
Total	2023	0	0	0	0	0	0
	2024	0	2	0	0	0	2
	2025	2	0	0	0	0	2

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Table 5
Projected Openings as of December 31, 2025

State	Area Representative Agreements Signed but Outlets Not Opened	Projected New Area Representative Outlets in 2026	Projected New Company-Owned Area Representative Outlets in 2026
Arkansas	0	1	0
Florida	0	0	0
Louisiana	0	2	0
Ohio	0	1	0
Total	0	4	0

Exhibit E lists the names of all our operating franchisees with open outlets and their addresses and telephone numbers as of December 31, 2025. Exhibit E lists the franchisees who have signed Franchise Agreements for outlets which were not yet operational as of December 31, 2025, and also lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former Area Representative franchisees have signed confidentiality clauses that restrict them from discussing with you their experience as an Area Representative franchisee in our franchise system.

We currently have no advisory councils or other independent franchisee organizations that have asked to be included in this Disclosure Document. Additionally, there are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document. Additionally, there are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit D are: 1) our unaudited financials as of December 31, 2025; and 2) audited financials for the year ending December 31, 2024. We have not been in business for three years or more and cannot include all the financial statements required by the rule for its last three fiscal years.

ITEM 22
CONTRACTS

Attached are copies of the following agreements relating to the offer of the franchise:

Area Representative Agreement	Exhibit B
Area Representative Specific Terms	Appendix I
Payment & Performance Guarantee	Appendix II
Non-Disclosure & Non-Compete Agreement	Appendix III
State Specific Addendums	Appendix V
Closing Acknowledgments	Appendix VI
Security Agreement	Appendix VII

SBA Addendum	Exhibit F
Required Vendor Agreements	Exhibit G
Transfer Agreement	Exhibit H
General Release	Exhibit I
Acknowledgement of Receipts	Exhibit J

ITEM 23
RECEIPTS

Two copies of an acknowledgement of your receipt of this Franchise Disclosure Document are attached hereto as Exhibit J. Please sign both, return 1 copy to us, and retain the other for your records.

DIRECTORY OF FRANCHISE REGULATORS, STATE ADMINISTRATORS, & AGENTS FOR SERVICE OF PROCESS

EXHIBIT A

FEDERAL

Federal Trade Commission
Division of Marketing Practices
Seventh and Pennsylvania Avenues
N.W. Room 238
Washington, DC 20580
202-326-2970

STATE FRANCHISE REGULATORS

STATE	AGENCY	PROCESS (IF DIFFERENT)
California	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (866) 275-2677	
Hawaii	Hawaii Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section IN Securities Division Secretary of State 302 West Washington, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202
Michigan	MI Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	

STATE	AGENCY	PROCESS (IF DIFFERENT)
Minnesota	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	
New York	NYS Department of Law Bureau of Investor Protection 28 Liberty St. 21st FL New York, NY 10005 (212) 416-8236	Secretary of State State of New York 41 State Street Albany, NY 12231
North Dakota	Franchise Examiner ND Securities Department 600 East Boulevard Avenue, State Capitol, 5th Floor, Department 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	
Rhode Island	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	
South Dakota	Department of Labor and Regulation Division of Securities 124 South Euclid, Suite 104 Pierre, SD 57501-3185 (605) 773-4823	
Virginia	State Corporation Commission Division of Securities & Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Dept. of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Securities Commissioner Securities and Franchise Registration 345 West Washington Avenue Madison, WI 53703 (608) 266-8559	

AREA REPRESENTATIVE AGREEMENT

EXHIBIT B

ERVEXIA
OCCUPATIONAL HEALTH

AREA REPRESENTATIVE AGREEMENT

AREA REPRESENTATIVE #:____

AREA REPRESENTATIVE: ________________________________

TERRITORY: ________________________________

TABLE OF CONTENTS

ACU DEVELOPMENT, INC.
AREA REPRESENTATIVE AGREEMENT

THIS AREA REPRESENTATIVE AGREEMENT (the "Agreement") is made and entered into on the date specified in Appendix I, (the "Effective Date"), by and between UNITED OCCUPATIONAL HEALTH, an Arizona Limited Liability Company ("Company", "we", "us" or "our"), and the party listed on Appendix I to this Agreement (hereinafter referred to as "Area Representative"), with reference to the following facts:

A. We and our affiliates have designed and developed valuable and proprietary formats and systems for the development and operation of businesses operating single Unit Franchises ("Unit Franchises"). These Franchises will operate Clinics that specialize in providing occupational medical care services and products to the general public through licensed professionals ("Clinic") under the name "ERVEXIA ™."

B. We have developed and use, promote and license certain trademarks, service marks and other commercial symbols in operating our franchises, including "ERVEXIA ™", and we may create, use and license other trademarks, service marks and commercial symbols for use in operating our franchises (collectively, the "Marks").

C. We offer franchisees the right to own and operate a Franchise offering the products and services we authorize (and only the products and services we authorize) and using our business formats, methods, systems, procedures, signs, designs and layouts, standards, specifications and Marks, all of which we may improve, further develop and otherwise modify from time to time (collectively, the "System").

D. We seek an Area Representative who will open and operate a business that will solicit and assist franchisees on our behalf in opening and operating numerous Franchises within the geographic area described in Appendix I (the "Development Area"), and for the total number of Franchises authorized for development within the Development Area set forth in Appendix I (the "Development Rights").

E. Area Representative desires to establish a business (an "Area Representative Business") under which it will solicit, qualify, train and assist franchisees (the "Franchisees") to build and operate ERVEXIA ™ franchises within the Development Area, and we desire to grant to Area Representative the right to operate the Area Representative Business in accordance with the terms and upon the conditions contained in this Agreement.

WHEREFORE, IT IS AGREED

1. GRANT OF RIGHTS

Subject to the terms of this Agreement, we hereby grant to Area Representative, and Area Representative hereby accepts, the rights during the Term to solicit, screen, qualify for final approval by us, train and assist Franchisees to open and operate, Franchises in the Development Area.

2. AREA REPRESENTATIVE'S DEVELOPMENT OBLIGATION

2.1 Minimum Development Obligations and Development Schedule.

a. Area Representative shall solicit, screen, and qualify Franchisees on our behalf, and train and assist such Franchisees to construct, equip, open and operate, within the Development Area, the total number of Franchises set forth in Appendix I (the "Minimum Development Obligation"), in the manner and within each of the time periods specified therein (the "Development Schedule").

For purposes of this Agreement, "Minimum Development Obligation" shall mean: your requirement to achieve a certain number of sales and openings by the deadlines set forth in the Development

Schedule (Appendix I) both with regard to (1) the minimum number of completed sales that must be achieved each year of this Agreement, by the annual anniversary dates measured from the Effective Date of this Agreement; and (2) the cumulative minimum number of Unit Franchises that must be opened and operating within your Development Area by the annual anniversary dates measured from the Effective Date of this Agreement. "Cumulative" means the net sum of (a) Unit Franchisees in your Development Area that were sold in a previous year, (b) plus the number of sales in your Development Area that took place in the applicable current year, (c) minus the number of Unit Franchisees in your Development Area that were closed (due to non-renewal of Franchise Agreement, abandonment, etc.) in the applicable current year. The deadlines for the number of sales and openings shall be negotiated in good faith and mutually agreed upon by the parties. For purposes of this paragraph and this Agreement, a "sale" or sales" means: that moment when: (1) the Initial Franchise Fee has been collected; and (2) a copy of the Franchise Agreement has been executed. Only newly constructed Unit Franchises qualify as an opened franchise.

b. Each Franchise shall be the subject of a separate Franchise Agreement (as defined herein). We and the Franchisee shall enter into our then-current form of franchise agreement (the "Franchise Agreement").

c. Franchises which are the subject of a Franchise Agreement executed pursuant to this Agreement shall be counted in determining whether the Minimum Development Obligation shall have been met within the applicable Development Periods.

d. During the initial Term, if we approve the sale of additional Franchises within the Development Area over and above the Development Rights set forth in Appendix I, provided that you are in compliance with this Agreement and fulfill your obligations under Section 5.5, the Commission due to you as the Area Representative under Section 8.1 of this Agreement for each such Unit Franchise sold, shall be the greater of: 1) Fourteen Thousand Five Hundred and No/100 Dollars; or 2) Fifty Percent (50%) of the then-current initial franchise fee for Unit Franchises. All the remaining provisions in Section 8.1 of this Agreement shall remain unchanged.

2.2 Area Representative Sales Office and Opening. Area Representative shall establish and operate a franchise sales office ("Area Representative Sales Office" or "Sales Office") within the Development Area. We will not approve or disapprove the location of the Sales Office. You must open your Area Representative Business within thirty (30) days after you receive your initial training from us, or ninety (90) days after signing your Area Representative Agreement, whichever occurs first.

3. EXCLUSIVITY

3.1 Territorial Rights. Except as provided in Section 3.2, as long as this Agreement is in effect, and you are in compliance with this Agreement, and meet the Minimum Development Obligation set forth in this Agreement, then we and our affiliates will not operate, establish or grant in your Development Area another Area Representative franchise offering Franchises.

3.2 Rights Maintained by Company. We (and any affiliates that we might have from time to time) shall at all times have the right to engage in any activities we deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we desire, including, but not limited to:

a. establish and operate Franchises and Area Representative Businesses, and granting right to other persons to establish and operate Franchises or Area Representative Businesses, on any terms and conditions we deem appropriate and at any locations other than within your Development Area;

b. establish and operate Franchises and/or grant other persons the right to establish and operate Franchises within your Development Area during the initial Term, to the extent that such additional

Franchises exceed the total number of franchises you are authorized to development within your Development Area as set forth in Appendix I, and you decline to purchase the right to develop such additional Franchises;

c. acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at Franchises, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, including within your Development Area; and

d. be acquired (regardless of the form of transaction) by a business providing products and services similar to those provided at Franchises, or by another business, even if such business operates, franchises and/or licenses competitive businesses within your Development Area.

4. TERM

The term of this Agreement (the "Term") shall be for a period of ten (10) years commencing on the Effective Date, unless sooner terminated in accordance with the provisions of Section 13. Area Representative shall have the right to extend the Term for an additional period of ten (10) years if (i) Area Representative has complied with the Minimum Development Obligation and all of the other terms of this Agreement during the Term; (ii) Area Representative and all of its owners and their spouses sign our general release form; (iii) we and Area Representative mutually agree on a new minimum development obligation for the Development Area for the extension period; and (iv) Area Representative has paid a renewal fee equal to Two thousand and No/100 Dollars ($2,000.00) per open Unit Franchise, not to exceed twenty-five percent (25%) of the original Development Fee set forth in Section 7. Under the general release, Area Representative and its owners and their spouses will waive any and all claims against us, our affiliates, and our and their owners, officers, directors, employees, agents, successors and assigns. If Area Representative wishes to extend the Term, Area Representative must notify us in writing no more than one hundred eighty (180) days and no less than ninety (90) days before the Term would otherwise expire.

5. ADDITIONAL OBLIGATIONS OF COMPANY & AREA REPRESENTATIVE

5.1 Area Representative Training. Within sixty (60) days after the Effective Date, but no later than thirty (30) days before you open your Area Representative franchise for business, we or our designee will provide up to two (3) days of virtual training to Area Representative on the operation of an Area Representative Business. This training program may include classroom training and/or hands-on training and will be conducted virtually and/or at any other location(s) we designate. Area Representative must complete the initial training to our satisfaction and participate in all other activities we require before soliciting Franchisees in the Development Area. Although we provide this training at no additional cost to Area Representative, Area Representative must pay any wages or compensation owed to, and all travel, lodging, meal, and transportation expenses incurred by, all your personnel who attend the training programs We will not approve or disapprove the site where you choose to operate your Area Representative Business.

If we determine that Area Representative cannot complete initial training to our satisfaction, we may, at our option, either (1) require Area Representative to attend additional training at Area Representative's expense (for which we may charge reasonable fees - not to exceed Five Hundred and No/100 Dollars ($500.00) per day), or (2) terminate this Agreement.

Area Representative shall participate in periodic webinars and sales calls scheduled by us for Area Representative franchises and attend a national business meeting or convention of up to three (3) days each year. We may also require Area Representative to attend up to two (2) additional or refresher training courses each year at our corporate offices, or another location we designate. We may charge reasonable fees for these courses, conventions, webinars, sales calls, and programs. Area Representative is responsible for all travel and lodging expenses.

We are not obligated to provide assistance in determining which specific state laws apply to you or Unit Franchises within your Development Area.

5.2 Area Representative Manual.

a. We shall loan to Area Representative one (1) copy of our Area Representative manual (the "Manual for Area Representatives") and one (1) copy of our operations manual for Unit Franchises ("Manual for Unit Franchises") (collectively referred to as the "Manuals"). Area Representatives shall conduct all business activities in strict accordance with our standard operational methods and procedures as prescribed from time to time in the Manual for Area Representatives. As used in the Agreement, the term "Manuals" shall be deemed to include the Manuals so delivered to Area Representative, all amendments to the Manuals, and all supplemental bulletins, notices and memoranda which prescribe standard methods or techniques of operation, and which we may from time to time deliver to Area Representative.

b. We shall have the right to modify or supplement the Manuals. Such modifications and supplements shall be effective and binding on Area Representative fifteen (15) days after notice thereof is mailed or otherwise delivered to Area Representative. Area Representative acknowledges and agrees that modifications of and supplements to the Manuals may obligate Area Representative to invest additional capital or incur higher operating costs.

c. The Manuals are our property and may not be duplicated, copied, disclosed or disseminated in whole or in part in any manner except with our express prior written consent. Area Representative shall maintain the confidentiality of the Manuals. Upon the termination of this Agreement, Area Representative shall return to us all copies of the Manuals in its possession or control. If Area Representative's copy of the Manuals is lost, destroyed or significantly damaged, Area Representative agrees to obtain a replacement copy at our then-applicable charge.

5.3 General Guidance. We will provide guidance to Area Representative in the Manuals and other bulletins or other written materials, by electronic media, and/or by telephone consultation. If Area Representative requests and we agree to provide additional or special guidance, assistance or training, Area Representative must pay our then-applicable charges, including our personnel per diem charges and any travel and lodging expenses.

5.4 Franchise Registration and Disclosure. Neither Area Representative nor any representative of Area Representative shall solicit prospective Franchisees of Franchises until we have registered our current Franchise Disclosure Document in applicable jurisdictions in the Development Area and have provided Area Representative with the requisite documents, or at any time when we notify Area Representative that our registration is not then in effect or our documents are not then in compliance with applicable law. If Area Representative's activities pursuant to this Agreement require the preparation, amendment, registration, or filing of information or any disclosure or other documents, then all requisite disclosure documents, ancillary documents, and registration applications shall be prepared and filed by us or our designee, and registration secured, before Area Representative may solicit prospective Franchisees for Franchises. Costs of such registration applicable to Area Representative shall be borne by Area Representative. In particular, Area Representative shall:

a. prepare and forward to us verified financial statements of Area Representative in such form and for such periods as shall be designated by us, including audited financial statements, if necessary and appropriate to comply with applicable legal disclosure, filing or other legal requirements;

b. promptly provide all information reasonably required by us to prepare all requisite disclosure documents and ancillary documents for the offering of franchises throughout the Development Area; and

c. execute all documents required by us for the purpose of registering Area Representative and us to offer franchises throughout the Development Area.

Area Representative agrees to review all information pertaining to Area Representative and be prepared to comply with legal requirements for selling franchises in the Development Area and verify its accuracy if so requested by us. Area Representative acknowledges that we and our affiliates and designees shall not be liable to Area Representative for any errors, omissions or delays which occur in the preparation of such materials.

5.5 Investigation and Qualification of Prospective Franchisees.

a. Each Franchise opened by a Franchisee pursuant to this Agreement shall be the subject of a separate Franchise Agreement with us, upon our then-current form. Area Representative shall have no right to modify or offer to modify any Franchise Agreement or other contract.

b. If we shall approve a Franchisee and a prospective Unit Franchise, Area Representative shall transmit to such Franchisee for execution copies of our then-current Franchise Agreement pertaining to the approved site and providing for a protected territory surrounding said Franchise, as determined by us.

c. Area Representative shall investigate the qualifications of each prospective Franchisee and the suitability of each prospective Unit Franchise in the Development Area in accordance with our standards, policies and procedures relating to qualification of Franchisees then in effect and shall obtain all information required of prospective Franchisees by us.

d. After Area Representative is satisfied that a prospective Franchisee meets the standards established by us, Area Representative may recommend to us the approval of such prospective Franchisee. Area Representative shall then furnish to us all information relating to the prospective Franchisee which shall be required by us in the form and manner customarily required by us.

e. We may thereafter conduct or obtain such credit reports and background checks on prospective franchisees as we deem necessary or convenient. We may then approve or disapprove a prospective franchisee for any reason and may seek further information with respect to the prospective Franchisee. Area Representative shall cooperate with us in any further investigation of the prospective Franchisee. If we shall reject a prospective Franchisee, we shall provide Area Representative with a written explanation of the reasons therefor.

f. Area Representative shall deliver to us a copy of all correspondence with Franchisees which is material to the franchise relationship, concurrently with its being sent or received by Area Representative.

g. Area Representative shall ensure that each Unit Franchisee within your Development Area conducts a legal review of the laws applicable to Unit Franchises within each Unit Franchisee's state, and that such legal review is provided to us within thirty (30) days of signing their Franchise Agreement.

5.6 Training and Support. Area Representative agrees to implement any training programs developed by us for Franchises and to provide such assistance and services as we shall reasonably request and require from time to time in connection with the construction, equipping and opening of Franchises within the Development Area, the sourcing of equipment, fixtures, furnishings, inventory and supplies for such Franchises, the advertising and promotion of such Franchises, and the supervision of the use, and compliance with our quality control standards in the use of the Marks at such Franchises. All services and assistance provided to Franchisees in connection with the operation of Franchises located in the Development Area will be provided by Area Representative and such obligations of Area Representative will not be transferred, delegated or subcontracted to any other person. We will train and support the first Unit Franchise opening within your Development Area. Thereafter, it will be your responsibility to train and support the opening of all other Unit Franchisees within your Development Area.

5.7 Inspection of Franchises & Operations. Area Representative shall conduct inspections of all of the Franchises in the Development Area, and of its operations and the review of the operations of all Franchises in the Development Area, in accordance with the standards from time to time established by us, upon such schedules and according to such procedures as shall be agreed upon by us and Area Representative, acting in good faith, but, in any event, at least once during each calendar quarter. Area Representative shall provide reports to us with respect to the findings of such inspections, in such form and at such time as we shall require.

We reserve the right to conduct periodic inspections of your Area Representative Business to ensure that you are in compliance with this Agreement, the Manual for Area Representatives, standards, and any of our other written directives to you.

5.8 Marketing & Promotion. Area Representative shall participate in all promotion and marketing activities required by us of our Area Representatives, as required in the Franchise Agreements, or otherwise.

6. OPERATING STANDARDS

6.1 Standard of Service. Area Representative shall at all times give prompt, courteous and efficient service to Franchises in the Development Area. Area Representative shall, in all dealings with Franchisees, prospective Franchisees and the public, adhere to the highest standards of honesty, integrity, fair dealings and ethical conduct.

6.2 Compliance with Laws & Good Business Practices. Area Representative shall secure and maintain in force all required licenses, permits and certificates relating to Area Representative's activities under this Agreement and operate in full compliance with all applicable laws, ordinances and regulations. Area Representative acknowledges being advised that many jurisdictions have enacted laws concerning the advertising, sale, renewal and termination of, and continuing relationship between parties to a franchise agreement, including, without limitation, laws concerning disclosure requirements. Area Representative agrees promptly to become aware of and to comply with all such laws and legal requirements in force in the Development Area and to utilize only disclosure documents that we have approved for use in the applicable jurisdiction.

6.3 Accuracy of Information. Before it solicits any prospective franchisee, Area Representative shall each time take reasonable steps to confirm that the information contained in any written materials, agreements and other documents related to the offer or sale of franchises is true, correct and not misleading at the time of such offer or sale and that the offer or sale of such franchise will not at that time be contrary to or in violation of any applicable state law related to the registration of the franchise offering. We shall provide Area Representative with any changes to our disclosure documents and other agreements on a timely basis and, upon request, provide Area Representative with confirmation that the information contained in any written materials, agreements or documents being used by Area Representative is true, correct and not misleading, except for information specifically relating to disclosures regarding Area Representative. If Area Representative notifies us of an error in any information in our documents, we shall have a reasonable period of time to attempt to correct any deficiencies, misrepresentations or omissions in such information.

6.4 Notification of Litigation. Area Representative shall notify us in writing within five (5) days after the commencement of any action, suit, arbitration, proceeding, or investigation, or the issuance of any order, writ, injunction, award and decree, by any court agency or other governmental instrumentality, which names Area Representative or any of its Owners or otherwise concerns the operation or financial condition of Area Representative, the Area Representative Business or any Franchisee.

6.5 Insurance. Area Representative shall at all times during the term of this Agreement maintain in force, at Area Representative's sole expense, insurance written on an occurrence basis for the Area Representative Business of the types, in the amounts and with such terms and conditions as we may from time to time prescribe in the Area Representative Manual or otherwise. All the required insurance policies shall name us, and affiliates designated by use as additional insured, contain a waiver of the insurance company's right of subrogation against us and the designated affiliates, and provide that we will receive thirty (30) days' prior written notice of termination, expiration, cancellation or modification of any such policy. You are responsible for any and all claims, losses or damages, including to third persons, originating from, in connection with, or caused by your failure to name us as an additional insured on each insurance policy. You agree to defend, indemnify and hold us harmless of, from, and with respect to any such claims, loss or damage arising out of your failure to name us as additional insured, which indemnity shall survive the termination or expiration and non-renewal of this Agreement.

Notwithstanding the existence of such insurance, you are and will be responsible for all loss or damage and contractual liability to third persons originating from or in connection with the operation of the Area Representative franchise, and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom; and you agree to defend, indemnify and hold us harmless of, from, and with respect to any such claims, loss or damage, which indemnity shall survive the termination or expiration and non-renewal of this Agreement. In addition to the requirements of the foregoing paragraphs of this Section 6.5, you must maintain any and all insurance coverage in such amounts and under such terms and conditions as may be required in connection with your lease or purchase of any premises used to operate your Area Representative franchise.

Your obligation to maintain insurance coverage as described in this Agreement will not be reduced in any manner by reason of any separate insurance we maintain on our own behalf, nor will our maintenance of that insurance relieve you of any obligations under this Agreement.

If you fail to pay the premiums for insurance required to operate your franchise, we may obtain insurance for you and you will be required to reimburse us within ten (10) days of receipt of a demand for reimbursement from us. We will have the right to debit your account the amounts owed to us for such premiums if you fail to pay us within ten (10) days of our request for reimbursement.

6.6 Proof of Insurance Coverage. Area Representative will provide proof of insurance to us before beginning operations of its Area Representative Business. This proof will show that the insurer has been authorized to inform us in the event any policies lapse or are cancelled or modified. We have the right to change the types, amount and terms of insurance that Area Representative is required to maintain by giving Area Representative prior reasonable notice. Noncompliance with these insurance provisions shall be deemed a material breach of this Agreement, and in the event of any lapse in insurance coverage, we shall have the right, in addition to all other remedies, to demand that Area Representative cease operations of its Area Representative Business until coverage is reinstated or, in the alternative, to pay any delinquencies in premium payments and charge the same back to Area Representative.

6.7 Advertising Requirements, Funds, & Cooperatives.

a. *Minimum Advertising Requirement*. You must meet the minimum advertising requirement we establish for your Area Representative Business ("Minimum Advertisement Requirement"). We will establish the Minimum Advertising Requirement at the time you sign this Agreement. You may be required to provide receipts to show you are meeting this requirement. We reserve the right to increase the Minimum Advertisement Requirement for your Area Representative Business if we determine that it is necessary for you to meet your Minimum Development Obligation.

6.8 Approval of Advertising. Prior to their use by Area Representative, samples of all advertising and promotional materials not prepared or previously approved by us shall be submitted to us for approval, which approval shall not be unreasonably withheld. Area Representative shall not use any advertising or promotional materials that we have not approved or have disapproved. Area Representative acknowledges and understands that certain states require the filing of franchise sales advertising materials with the appropriate state agency prior to dissemination. Area Representative agrees fully and timely to comply with such filing requirements at

Area Representative's own expense unless such advertising has been previously filed with the state by us. We may charge Area Representative for the costs incurred by us in printing large quantities of advertising and marketing materials supplied by us to Area Representative at Area Representative's request.

6.9 Websites. As used in this Agreement, the term "Website" means an interactive electronic document contained in a network of computers linked by communications software that refers to the ERVEXIA ™ franchise or the Marks. The term "Website" includes, but is not limited to, Internet and World Wide Web pages. You agree that you will not establish a separate Website for your Area Representative franchise, nor will you use any social media websites, such as Facebook, LinkedIn, etc., in connection with your franchise.

6.10 Accounting, Bookkeeping & Records. Area Representative shall maintain at its business premises in the Development Area all original invoices, receipts, checks, contracts, licenses, acknowledgement of receipt forms, and bookkeeping and business records we require from time to time. Area Representative shall furnish to us, within one hundred twenty (120) days after the end of Area Representative's fiscal year, a balance sheet and profit and loss statement (audited by a CPA, if requested by us) for Area Representative's Business for such year (or a monthly or quarterly statement if required by us, in which case such statements also shall reflect year-to-date information). In addition, upon our request, within ten (10) days after such returns are filed, exact copies of federal and state income, sales and any other tax returns and such other forms, records, books and other information as we periodically require regarding Area Representative's Business, shall be furnished to us. Area Representative shall maintain all records and reports of the business conducted pursuant to this Agreement for at least two (2) years after the date of termination or expiration of this Agreement.

6.11 Reports. Area Representative shall, as often as required by us, deliver to us a written report of its Area Representative Business activities in such form and detail as we may from time to time specify, including information about efforts to solicit prospective Franchisees, the status of pending real estate transactions and the status of Franchises.

6.12 Computer Systems. Area Representative agrees to use in the development and operation of the Area Representative's Business the computer systems and operating software ("Computer System") that we specify from time to time. You acknowledge that we may modify such specifications and the components of the Computer System from time to time. As part of the Computer System, we may require you to obtain specified computer hardware and/or software, including without limitation a license to use proprietary software developed by us or others. Our modification of such specifications for the components of the Computer System may require you to incur costs to purchase, lease and/or obtain by license new or modified computer hardware and/or software, and to obtain service and support for the Computer System during the term of this Agreement. You acknowledge that we cannot estimate the future costs of the Computer System (or additions or modifications thereto), and that the cost to you of obtaining the Computer System (or additions or modifications thereto), including software, may not be fully amortizable over the remaining term of this Agreement. Nonetheless, you agree to incur such costs in connection with obtaining the computer hardware and software comprising the Computer System (or additions or modifications thereto). Within sixty (60) days after you receive notice from us, you agree to obtain the components of the Computer System that we designate and require. You further acknowledge and agree that we and our affiliates have the right to charge a reasonable systems fee for software or systems installation services; modifications and enhancements specifically made for us or our affiliates that are licensed to you; and other maintenance and support Computer System-related services that we or our affiliates furnish to you. You will have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained, and upgraded.

The Company will provide to you its proprietary office management software (the "Company Software"), which you will be required to install onto the Computer System and use in the operation of your Area Representative Business. You are required to pay a monthly technology fee which allows you to access our intranet site, including, training programs and our propriety management software. The monthly technology fee is currently One Hundred and Eighty-Nine and N0/100 Dollars ($189) per month. In addition, we may, at any time and from time to time, contract with one or more software providers, business service providers, or other third parties (individually, a "Service Provider") to develop, license, or otherwise provide to or for the use and benefit of you and other Company franchises certain software, software applications, and software maintenance and support services related to the Computer System that you must or may use in accordance with our instructions with respect to your Computer System. You will not be required to pay the technology fee for the continuing use and upgrade of our proprietary office management software until the first Clinic opens in your Development Area. We anticipate that you will not pay a technology fee in the first three (3) months of operations unless you purchase a Development Area with an existing Clinic.

6.13 Management of Business. You must personally participate in the direct operation of your Area Representative Business. If you do not personally participate in the direct operation of your Area Representative Business on a full-time basis, then you are obligated to have a fully-trained Manager operate the franchise. We believe that only a person with an equity interest can adequately ensure that our standards of quality and competence are maintained. We required that you be directly involved in the day-to-day operations and utilize your best efforts to promote and enhance the performance of the Franchised Business.

Any Manager you employ at the launching of your franchise operations must complete the initial management-training course required by the Company. All subsequent Managers must be trained fully according to our standards by either the franchise owner or the Company. However, the Company may charge a fee for this additional training.

7. DEVELOPMENT FEE

Area Representative shall pay to us a non-refundable "Development Fee" as specified in Appendix I, payable upon execution of this Agreement. If we require Area Representative to acquire an in-depth demographic analysis of the Development Area, Area Representative shall also purchase the demographic analysis from us or our designated supplier for the then-applicable fee.

8. PAYMENTS TO AREA REPRESENTATIVE

8.1 Initial Fee Commission & Conditions of Payment. During the term of this Agreement, Area Representative shall be paid a flat fee commission, as set forth in this Section, paid from the initial franchise fees paid by Franchisees and/or Area Representative for the purchase of Unit Franchises to be located within the Development Area (the "Initial Fee Commission"), subject to fulfillment of the following conditions: (a) the Franchisee (or Area Representative) executes a Franchise Agreement with us and an initial franchise fee has been paid to and actually received by us (we shall not be deemed to have received any fees paid into escrow, if applicable, until such fees actually have been remitted to us); and (b) Area Representative has complied with all of its other obligations under this Agreement with respect to such sale and has verified the same to us in writing in a form prescribed by us. The Initial Fee Commission shall be an amount equal to Fourteen Thousand Five Hundred Fifty and No/100 Dollars ($14,500) for each Franchise that is sold pursuant to this Agreement minus any broker's fees or sales commissions, if any, and will be payable to Area Representative within twenty (20) days after the conditions of this Section 8.1 have been fulfilled.

8.2 Commissions on Royalty Fees. We shall pay to Area Representative, on the tenth (20th) day of the month after royalty payments are actually received by us from each Franchise located in the Development Area, three percent (3%) of the gross revenues (which excludes advertising and marketing fees) actually received by us from each Franchise located in the Development Area during the applicable period pursuant to their Franchise Agreement ("Royalty Fees"). The terms "gross revenues" shall, for purposes of this Agreement, mean the total of all revenue and receipts derived from the operation of a Unit Franchise, including all amounts received at or away from the site of the Unit Franchise, or through the business the Unit Franchise conducts (such as fees for the sale of any service or product, gift certificate sales, and revenue derived from products sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions); and excludes only sales taxes collected from customers and paid to the appropriate taxing authority, and all customer refunds and credits the Unit Franchise actually makes. Notwithstanding the foregoing, if Area Representative has failed to conduct the periodic inspections described in Section 5.7 and failed to perform in any material respect, with respect to one (1) or more Franchise(s) located in the Development Area, the other services described in Section 5 to be provided to Franchises located in the Development Area during any applicable month, then Area Representative shall not be entitled to receive commissions on Royalty Fees with respect to such Franchises for the period during which reports or services were not provided.

8.3 Commissions After Termination. All payments under this Section 8 shall immediately and permanently cease after the expiration or termination of this Agreement, although Area Representative shall receive all amounts which have accrued to Area Representative as of the effective date of expiration or termination.

8.4 Application of Payments. Our payments to Area Representative shall be based on amounts actually collected from Franchisees, not on payments accrued, due or owning. In the event of termination of a franchise agreement for a Franchise within the Development Area, we shall apply any payments received from a Franchisee to pay past due indebtedness of that Franchisee for Royalty Fees, advertising contributions, purchases from us or our affiliates, interest or any other indebtedness on that Franchisee to us or our affiliates. To the extent that such payments are applied to a Franchisee's overdue Royalty Fee payments, Area Representative shall be entitled to its pro rata share of such payments, less its pro rata share of the costs of collection paid to third parties.

8.5 Setoffs. Area Representative shall not be allowed to set off amounts owed to us for fees or other amounts due under this Agreement against any monies owed to Area Representative by us, which right to set-off, is hereby expressly waived by Area Representative. We shall be allowed to set off against amounts owed to Area Representative for commissions, Royalty Fees or other amounts due under this Agreement any monies owed to us by Area Representative.

9. MARKS

9.1 Ownership & Goodwill of Marks. Area Representative's right to use the Marks is derived only from this Agreement and is limited to Area Representative's operation of its Area Representative Business. Area Representative's unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks. Area Representative acknowledges and agrees that Area Representative's use of the Marks and any goodwill established by that use are for our exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon Area Representative (other than the right to operate an Area Representative Business under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks we authorize Area Representative to use.

9.2 Limitations on Area Representative's Use of Marks. Area Representative may not use any Mark (1) as part of any corporate or legal business name; (2) with any prefix, suffix or other modifying words, terms, designs, symbols other than logos we have licensed to Area Representative; (3) in selling any unauthorized services or products; (4) as part of any domain name, electronic address or search engine, without our consent; or (5) in any other manner we have not expressly authorized in writing. Area Representative may not use any Mark in advertising the transfer, sale or other disposition of Area Representative's business under this Agreement or an ownership interest in Area Representative (if a corporation, partnership, limited liability company or another business entity holds the franchise at any time during this Agreement's term) without our prior written consent.

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

9.4 Discontinuance of Use of Marks. If we believe at any time that it is advisable for us and/or Area Representative to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, Area Representative agrees to comply with our directions within a reasonable time after receiving noticed. We need not reimburse Area Representative for Area Representative's expenses in complying with these directions, for any loss of revenue due to any modified or discontinued Mark, or for Area Representative's expenses of promoting a modified or substitute trademark or service mark.

9.5 Indemnification for Use of Marks. We agree to indemnify and reimburse Area Representative against and for all damages for which Area Representative is held liable in any trademark infringement proceeding arising out of Area Representative's authorized use of any Mark pursuant to and in compliance with this Agreement, and for all costs Area Representative reasonably incurs in the defense of any such claim in which Area Representative is named as a party, so long as Area Representative has timely notified us of the claim, and have otherwise complied with this Agreement. At our option, we may defend and control the defense of any proceeding relating to any Mark. We have the exclusive right to control any litigation or other proceeding arising out of any actual or alleged infringement, challenge, or claim relating to any Marks. Area Representative agrees to sign any documents, render any assistance, and do any acts that our attorneys say is necessary or advisable in order to protect and maintain our interests in any litigation or proceeding related to the Marks, or to otherwise protect and maintain our interests in the Marks.

10. CONFIDENTIAL INFORMATION

We possess (and may continue to develop and acquire) certain confidential information relating to the development and operation of Franchises and Area Representative Businesses (the "Confidential Information"), which includes (without limitation) (1)site selection criteria; (2) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating Franchises and Area Representative Businesses; (3) marketing research and promotional, marketing and advertising programs for Franchises and Area Representative Businesses; (4) knowledge of specifications for and suppliers or, and methods of ordering, certain operating assets and products that Franchises and Area Representative Businesses use: (5) knowledge of the operating results and financial performance of Franchises and Area Representative Businesses; (6) customer communication and retention programs, along with data used or generated in connection with those programs; graphic designs and related intellectual property; (7) information generated by or used or developed in the operation of Franchises and Area Representative Businesses, including customer names, addresses, telephone numbers and related information; and (8) any other information designated confidential or proprietary by us.

Area Representative acknowledges and agrees that by entering into this Agreement, Area Representative will not acquire any interest in Confidential Information, other than the right to use certain Confidential Information in accordance with this Agreement, and that Area Representative's use of any Confidential Information in any other business would constitute an unfair method of competition with us and our franchisees. Area Representative further acknowledges and agrees that the Confidential Information is proprietary, includes our trade secrets, and is disclosed to Area Representative only on the condition that Area Representative agrees, and it does agree, that Area Representative:

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

(2) will keep the Confidential Information absolutely confidential during and after this Agreement's term;

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

(4) will adopt and implement all reasonable procedures that we periodically prescribe to prevent unauthorized use or disclosure of Confidential Information, including, without limitation: (i) restricting its disclosure to Area Representative's personnel and Franchisees needing to know such Confidential Information in order to develop and operate the Franchises; and (ii) requiring those having access to Confidential Information to sign confidentiality and non-disclosure agreements. We have the right to regulate the form of agreement that Area Representative uses and to be a third-party beneficiary of that agreement with independent enforcement rights; and

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

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

"Confidential Information" does not include information, knowledge or know-how which is or becomes generally known in business consulting industry or which Area Representative knew from previous business experience before we provided it to Area Representative (directly or indirectly) or before Area Representative attended our initial training program. If we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that the exclusion in this paragraph is fulfilled.

11. ASSIGNABILITY

11.1 Assignability by Company.

a. We shall have the right, but not the obligation, to cause a subsidiary or affiliate of ours to perform any or all of our obligations and exercise any or all of our rights under this Agreement and under any Franchise Agreement, and to require Area Representative to perform any or all of its obligations hereunder, in favor or such subsidiary or affiliate, by delivery of written notice thereof to Area Representative.

b. We shall have the right to assign this Agreement, or any of our rights and privileges under this Agreement to any other person, firm or corporation, other than a subsidiary or affiliate of ours, without Area Representative's prior consent, and we shall not be liable for any obligations accruing under this Agreement after the effective date of such assignment; provided the assignee shall expressly assume and agree to perform our obligations under this Agreement and is reasonably capable of performing them.

11.2 Assignments by Area Representative.

a. We have entered into this Agreement in reliance upon and in consideration of the singular personal skills, character, aptitude, business ability, financial capacity and qualifications of Area Representative and the trust and confidence reposed in Area Representative or, in the case of a business entity Area Representative, its owners (individually, an "Owner"). Therefore, neither Area Representative's interest in this Agreement nor any of its rights or privileges hereunder shall be assigned or transferred, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise, in any manner, without our prior written approval.

b. Any assignment or transfer without our approval is a breach of this Agreement and has no effect. In this Agreement, the term "transfer" includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events:

(1) transfer of record or beneficial ownership of capital stock in Area Representative (if Area Representative is a corporation), a partnership or membership interest (if Area Representative is a partnership or limited liability company), or any other ownership interest or right to receive all or a portion of Area Representative's profits or losses;

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

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

(4) transfer of an interest in Area Representative, this Agreement, or Area Representative Business or its assets (or any right to receive all or a portion of Area Representative's or the Area Representative Business' profits or losses or any capital appreciation relating to the Area Representative Business) in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law;

(5) if Area Representative or an Owner (if Area Representative is a business entity) dies, transfer of an interest in Area Representative, this Agreement, or the Area Representative Business or its assets (or any right to receive all or a portion of Area Representative's or the Area Representative Business' profits or losses or any capital appreciation relating to the Area Representative business) by will, declaration or transfer in trust, or under the law of intestate succession; or

(6) pledge of this Agreement (to someone other than us) or of an ownership interest in Area Representative (if Area Representative is a business entity) as security, foreclosure upon the development area franchises, or Area Representative's transfer, surrender or loss of the area development franchise possession, control or management.

11.3 Conditions for Approval of Assignment or Transfer. We may impose any reasonable condition(s) to the granting of our consent to such assignments. Without limiting the generality of the foregoing, the imposition by us of any or all of the following conditions to our consent to any such assignment shall be deemed to be reasonable:

a. that the assignee (or the principal officers, shareholders, directors or general partners of the assignee in the case of a business entity assignee) demonstrates that it has the skill, qualifications and economic resources necessary, in our judgment, reasonably exercised, to own and operate the Area Representative Business;

b. that Area Representative has paid all amounts owed to us;

c. that the assignee shall expressly assume in writing for our benefit all of the obligations of Area Representative under this Agreement and any other agreements proposed to be assigned to such assignee;

d. that neither the assignee nor its owners or affiliates operates, has an ownership interest in or performs services for a Competitive Business (defined in Section 12.2);

e. that the assignee shall have completed (or agreed to complete) our training program;

f. that the assignee signs our then-current form of Area Representative Agreement, the provisions of which may differ materially from any and all of those contained in this Agreement, and the term of which shall be the remaining term of this Agreement;

g. that as of the date of any such assignment, the assignor shall have strictly complied with all of its obligations to us, whether under this Agreement or any other agreement, arrangement or understanding with us;

h. that the assignee is not then in default of any of the obligation to us under any agreement between such assignee and us;

i. that the assignor shall pay to us a transfer fee of Thirty Thousand and No/100 Dollars ($30,000.00), except for transfers pursuant to Section 11.4 below;

j. that the assignor and the assignor's spouse (if any) shall sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective shareholders, officers, directors, employees, representatives, agents, successors and assigns; and

k. that assignor will not directly or indirectly at any time or in any manner identify himself, herself or itself or any business as a current or former Franchise or as one of our Franchisees or Area Representatives, use any Mark, any colorable imitation of a Mark, or other indicia of a Franchise or Area Representative Business in any manner or for any purpose, or utilize for any purpose any trade name, trademark, service mark or other commercial symbol that suggests or indicates a connection or association with us.

Area Representative shall not in any event have the right to pledge, encumber, charge, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever without our express prior written permission, which permission may be withheld for any reason whatsoever in our sole subjective judgment.

11.4 Assignment to Entity Principally Controlled by You. The Area Representative franchise business and its assets and liabilities may be assigned to a newly-formed corporation or other legal entity that conducts no business other than the operation of the franchise and in which you and any of your principals own and control in the aggregate not less than ninety percent (90%) of the equity and voting power of all outstanding capital stock or ownership interest, provided as follows:

a. that the proposed transferee complies with the provisions of this Agreement; and

b. that you are empowered to act for said corporation or other legal entity; and

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

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

e. that all certificates of shares or interests issued by transferee at any time shall be endorsed thereon the appropriate legend to conform with state law, referring to this Agreement by date and name of parties hereto and stating "Transfer to This Certificate is Limited by the Terms and Conditions of an Area Representative Agreement dated _________9/25/25___________;" and

f. that a copy of this Agreement shall be given to every shareholder, member or partner; and

g. that a copy of the organizational documents and any corporate resolutions and a Certificate of Good Standing will be furnished to us at our reasonable request, and prompt notification in writing of any amendments thereto will be provided to us; and

h. that the number of shares or interests issued or outstanding in the transferee will not be increased or decreased without prior written notice to us, which notice will in its terms guarantee compliance with this Agreement. In addition, new shareholders, members of partners must be approved by use and agree to be bound by this entire Agreement. Shareholders, members or partners may make a separate agreement among them providing for purchase by the survivors amount them of the shares of any shareholders or interests of any members or partners upon death, or other agreements affecting ownership or voting rights, so long as voting control and a majority representation of the board of directors or members or partners remains with those individuals who initially applied for and were approved as Franchisees under this Agreement. Shareholders, members or partners must notify us in writing of any such agreement which affects control of the transferee.

11.5 Death or Disability.

a. Upon the death or disability of Area Representative or an Owner, the executor, administrator, conservator, guardian or other personal representative must assign, sell, or transfer Area Representative's interest in this Agreement, the Area Representative Business and its assets, or the Owner's ownership interest in Area Representative, to a third party approved by us. That transfer (including, without limitation, transfer by bequest or inheritance) must occur, subject to our rights, within a reasonable time, not to exceed nine (9) months from the date of death or disability and is subject to all of the terms and conditions in this Section 11. A failure to transfer such interest within this time period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Area Representative from supervising the Development Area management and operation for ninety (90) or more consecutive days.

b. If, upon the death or disability of Area Representative or an Owner, a trained manager who we approve is not managing the day-to-day operations, then the executor, administrator, conservator, guardian or other personal representative must, within a reasonable time not to exceed thirty (30) days from the date of death or disability, appoint a manager that we must approve to operate the Area Representative Business. The manager must, at Area Representative's or the Owner's estate's expense, satisfactorily complete the training we designate with the specified time period.

11.6 Company's Right of First Refusal. If Area Representative at any time determines to sell or transfer an interest in this Agreement or the Area Representative Business, or if Owner determines to sell or transfer a controlling ownership interest in Area Representative, then Area Representative or the Owner, as applicable (the "Seller") must obtain from a responsible and fully disclosed buyer, and send us a true and complete copy of a bona fide, executed written offer relating exclusively to an interest in Area Representative or this Agreement and the Area Representative Business. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a fixed dollar amount and without any contingent payments of purchase price (such as earn-out payments).

We may, by delivering written notice to the Seller within fifteen (15) days after we receive both an exact copy of the offer and all other information requested, elect to purchase the interest for the price and on the terms and conditions contained in the offer, provided that: 1) we may substitute cash for any form or payment proposed in the offer; (2) our credit will be deemed equal to the credit of any proposed buyer; (3) the closing will be not less than thirty (30) days after notifying the Seller of our election to purchase or, if later, the closing date proposed in the offer; and (4) we must receive, and the Seller agrees to make, all customary representations and warranties, given by the seller of the assets of a business or ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests and validity of contracts and the liabilities, contingent on otherwise, relating to the assets or ownership interests being purchased. If we exercise our right of first refusal, the Seller agrees that, for two (2) years beginning on the closing date, the Seller and members of its immediate family will be bound by the non-competition covenant contained in Section 12.2 below.

If we do not exercise our right of first refusal, the Seller may complete the sale to the proposed buyer on the original offer's terms, subject to our approval of the transfer as provided above. If the Seller does not complete the sale to the proposed buyer within sixty (60) days after we notify the Seller that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which the Seller must let us know promptly), we will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our option.

11.7 Ownership Structure. Area Representative represents and warrants that all persons holding direct or indirect, legal or beneficial ownership interests in Area Representative (collectively, the "Owners'") are listed in Appendix I and that its ownership structure is as set forth on Appendix I. In consideration of, and as an inducement to, the execution of this Agreement, each Owner of the Area Representative and their respective spouses shall personally and unconditionally sign our form Guaranty and Acceptance of Obligations, guarantying to us and our successors and assigns that the Area Representative will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and agreeing to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement. Area Representative shall not change its ownership structure without complying with all of the terms and conditions of this Section 11. Within ten (10) days of any change in Area Representative's ownership structure, Area Representative shall submit a revised ownership structure to us showing the new ownership structure, and any new Owners shall sign our form Guaranty and Acceptance of Obligations.

12. Non-Competition

12.1 In Term. During the term of this Agreement, neither Area Representative, any of the Principals, nor any member of Area Representative's or a Principal's immediate family will have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, controlling shareholder, employee, consultant, representative or agent, or in any other capacity, in a Competitive Business (defined below), whether located within or outside the Development Area, unless we shall first consent thereto in writing.

12.2 Post-Term. For an eighteen (18) month period following the assignment, expiration or termination of this Agreement, for any reason, neither Area Representative, any Owner, nor any member of Area Representative's or an Owner's immediate family will have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business located or operating: (a) within the Development Area; (b) within the development area of any of our other Area Representatives, (c) within twenty-five (25) miles of any Franchise or Area Representative franchise or in operation or development on the date of assignment, expiration or termination; or (d) within any unsold development areas. The term "Competitive Business" means any business which derives more than Fifty-Thousand and No/100 Dollars ($50,000.00) of revenue per year from the performance of occupational health services or related services, including management services, or any business which grants franchises or licenses to others to operate such a business, other than a franchise operated under a franchise agreement with us.

13. Termination

13.1 Termination by Company. We may terminate this Agreement, effective upon written notice of termination to Area Representative, if:

a. Area Representative or one of its Owners makes or attempts to make a transfer in violation of Section 11;

b. Area Representative fails to meet the Minimum Development Obligation for any Development Period;

c. Area Representative has made or makes a material misrepresentation or omission in acquiring the rights under this Agreement or in operating the Area Representative Business;

d. Area Representative does not satisfactorily complete initial training;

e. Area Representative is convicted by a trial court of, or pleads no contest to, a felony;

f. Area Representative fails to maintain the insurance we require from time to time;

g. Area Representative or an Owner engages in any dishonest, unethical or illegal conduct or any other conduct which, in our opinion, adversely affects our reputation, the reputation or other Franchises or the goodwill associated with the Marks;

h. Area Representative knowingly makes any unauthorized use or disclosure of any part of the Manuals or any other Confidential Information;

i. Developer (a) fails on three (3) or more separate occasions within any twenty-four (24) consecutive month period to submit when due reports or other data, information or supporting records, pay when due any amounts due to us (or our affiliates), or otherwise comply with this Agreement, whether or not Area Representative corrects any of these failures after we deliver written notice to Area Representative; or (b) fails on two (2) or more separate occasions within any twelve (12) consecutive month period to comply with the same obligations under this Agreement, whether or not Area Representative corrects either of the failures after we deliver written notice to Area Representative;

j. Area Representative makes an assignment for the benefit of creditors or admits in writing insolvency or inability to pay debts generally as they become due; Area Representative consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of the assets of the Area Representative Business; or the assets of the Area Representative Business are attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within thirty (30) days following the order' entry;

k. Area Representative abandons its franchise. The term "abandon" shall be defined as one or more of the following: 1) failing to fulfill its obligations under this Agreement for a period of sixty (60) days or more as provided in Section 13.1(l); 2) failing to have any contact with us or the Unit Franchisees within the Development Area for a period of forty-five (45) consecutive days or more; and/or 3) failing or refusing to respond to us or any Unit Franchisees for a period of thirty (30) consecutive days.

l. Area Representative fails or refuses to support the Unit Franchisees within the Development Area, and does not cure such failure or refusal within sixty (60) days of receipt of notice from us;

m. Area Representative fails to comply with any other provision of this Agreement and does not correct the failure within thirty (30) days after we deliver written notice of the failure to Area Representative; or

n. Area Representative fails to pay any sums due to us and does not correct the failure within ten (10) days after we deliver written notice of that failure to Area Representative.

We have the right to terminate any other agreement between us and Area Representative due to a default by Area Representative.

13.2 Rights and Obligations Upon Termination or Expiration. Upon the expiration of the Term, or upon the earlier termination of this Agreement, Area Representative shall have no further right to construct, equip, own, open or operate additional Franchises (except pursuant to a Franchise Agreement between Area Representative and us which is in full force and effect on the date of expiration or termination). Upon expiration or termination of this Agreement, we may ourselves construct, equip, open, own or operate, or license others to construct, equip, open, own or operate Franchises in the Development Area, except as provided in any Franchise Agreement executed pursuant to this Agreement. When this Agreement expires or is terminated for any reason and except as required to perform Area Representative's obligations under a valid Franchise Agreement with us, Area Representative shall:

a. not directly or indirectly at any time thereafter or in any manner: (a) identify itself or any business as a current or former Area Representative or ours; (b) use any Mark, any colorable imitation of a Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Mark or other indicia of an Franchise in any manner or for any purpose; or (c) use for any purpose any trade name, trademark, service mark or other commercial symbol that indicates or suggests a connection or association with us;

b. take the actions required to cancel all fictitious or assumed name or equivalent registrations relating to Area Representative's use of any Mark;

c. deliver to us within thirty (30) days all advertising, marketing and promotional material, forms and other materials containing any Mark or otherwise identifying or relating to the Area Representative Business or to a Franchise;

d. if applicable, notify all search engines of the termination or expiration of Area Representative's right to use all domain names, Websites and other search engines associated directly or indirectly with the Marks or Franchises and authorize those search engines to transfer to us or our designee all rights to the domain names, Websites and search engines relating to the Marks or Franchises. We have the absolute right and interest in and to all domain names, Websites and search engines associated with the Marks or Franchises, and Area Representative hereby authorizes us to direct all applicable parties to transfer Area Representative's domain names, Websites and search engines to us or our designee if this Agreement expires or is terminated for any reason whatsoever. All parties may accept this Agreement as conclusive of our right to such domain names, Websites and search engines and this Agreement will constitute the authority from Area Representative for all parties to transfer all such domain names, Websites and search engines to us;

e. immediately cease using any of our Confidential Information in any business or otherwise and return to us all copies of the Manuals and any other confidential materials that we have loaned Area Representative; and

f. give us, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to us of Area Representative's compliance with these obligations.

14. Mediation & Arbitration

14.1 Mediation.

a. During the term of this Agreement certain disputes may arise that you and we are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, you and we agree to submit any claim, controversy or dispute between us or any of our affiliates (and their respective owners, officers, directors, agents, representatives and/or employees) and you (and your owners, agents, officers, directors, representatives and/or employees) arising out of or related to (a) this Agreement or any other agreement between us and you, (b) our relationship with you, or (c) the validity of this Agreement or any other agreement between us and you, to mediation before either of us may bring any such claim, controversy or dispute in court.

b. The mediation shall be conducted by a mediator that you and we mutually select from the then current panel approved by the American Arbitration Association ("AAA") for Phoenix, Arizona or as we and you otherwise agree. In the event we are unable to reach agreement on a mediator within fifteen (15) days after either party has notified the other of its desire to seek mediation, you and we agree that the mediator may be selected by the AAA based on selection criteria that you or we supply to the AAA. The costs and expenses of the mediation, including the mediator's compensation and expenses (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally.

14.2 Jurisdiction & Forum Selection. With respect to any controversies, disputes or claims that are not fully resolved through mediation as provided in section 17.9(a) above, the parties irrevocably agree to submit themselves to the jurisdiction of the Superior Court of Maricopa County, Arizona or the U.S. District Court for the District of Arizona and hereby waive any and all objections to personal or subject matter jurisdiction in these courts. You and we further agree that venue for any proceeding relating to or arising out of this agreement shall be the courts of Maricopa County, Arizona.

15. GENERAL CONDITIONS & PROVISIONS.

15.1 Relationship of Area Representative to Company. It is expressly agreed that the parties intend by this Agreement to establish between us and Area Representative the relationship of franchisor and franchisee. Except as expressly provided herein, it is further agreed that Area Representative has no authority to create or assume in our name or on our behalf, any obligation, express or implied, or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. In no event shall either party be deemed to be fiduciaries of the other. Neither we nor Area Representative is the employer, employee, agent, partner or co-venturer of or with the other, each being independent contractors. Area Representative agrees that it will not hold himself out as the agent, employee, partner or co-venturer of ours, or as having any of the aforesaid authority. All Employees hired by or working for Area Representative shall be the employees of Area Representative and shall not, for any purpose, be deemed employees of us or subject to our control.

15.2 Indemnification. To the fullest extent permitted by law, Area Representative agrees to indemnify, defend and hold harmless us, our affiliates, and our and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (the "Indemnified Parties") from and against, and to reimburse any one or more of the Indemnified Parties for any and all claims, obligations and damages directly or indirectly arising out of: (1) the Area Representative Business conducted by Area Representative pursuant to this Agreement, (2) Area Representative's breach of this Agreement, or (3) Area Representative's non-compliance or alleged non-compliance with any law, ordinance, rule or regulation. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, punitive or otherwise) and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness' fees, costs of investigation and proof of facts, court costs, travel and living expenses and other expenses of litigation, arbitration or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. Each Indemnified Party may defend and control the defense of any claim against it which is subject to this indemnification at Area Representative's expense, and Area Representative may not settle any claim or take any other remedial, corrective or other actions relating to any claim without our consent. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from an insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Area Representative. Area Representative agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Area Representative.

15.3 Waiver & Delay. Except as otherwise expressly provided to the contrary, no waiver by us of any breach or series of breaches or defaults in performance by the Area Representative, and no failure, refusal or neglect of or by us to exercise any right, power or option given to us under this Agreement or under any other agreement between us and Area Representative, whether entered into before, after or contemporaneously with the execution of this Agreement (and whether or not related to this Agreement) or to insist upon strict compliance with or performance of the Area Representative's obligations under this Agreement or any other agreement between us and Area Representative, whether entered into before, after or contemporaneously with the execution of this Agreement (and whether or not related to this Agreement), shall constitute a novation, or a waiver of the provisions of this Agreement with respect to any subsequent breach thereof or a waiver of our right at any time thereafter to require exact and strict compliance with the provisions thereof.

15.4 Survival of Covenants. The covenants contained in this Agreement which, by their terms, require performance by the parties after the expiration or termination of this Agreement or ancillary agreements, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

15.5 Successors & Assigns. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of us and Area Representative.

15.6 Joint & Several Liability. If either party consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to the other under this Agreement are joint and several.

15.7 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) and except for all issues relating to arbitrability or the enforcement or interpretation of the agreement to arbitrate set forth in Section 14 that will be governed by the United States Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law relating to arbitration, this Agreement and the Area Representative franchise will be governed by the internal laws of the State of Arizona (without reference to its choice of law and conflict of law rules), except that the provisions of any Arizona law relating to the offer and sale of business opportunities or franchises or governing the relationship of a franchisor and its franchisees will not apply unless their jurisdictional requirements are met independently without reference to this Section. You agree that we may institute any action against you arising out of or relating to this Agreement (which is not required to be arbitrated hereunder or as to which arbitration is waived) in any state or federal court of general jurisdiction in Maricopa County, Arizona, and you irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such court.

15.8 Consent to Jurisdiction. Subject to Section 14 and the provisions below, Area Representative and its owners agree that all actions arising under this Agreement or otherwise as a result of the relationship between Area Representative and us must be commenced in the State of Arizona, and in the state or federal court of general jurisdiction closest to where our principal business address then is located, and Area Representative (and its Owners) irrevocably submits to the jurisdiction of those courts and waives any objection Area Representative (or its owners) might have with either the jurisdiction of or venue in those courts. Nonetheless, Area Representative and any of its Owners agree that we may enforce this Agreement and any arbitration orders and awards in the courts of the state or states in which Area Representative or its Owners are domiciled.

15.9 Waiver of Punitive Damages and Jury Trial. Except for Area Representative's obligation to indemnify us under Section 15.2 above and except where authorized by federal statute, we and Area Representative and its Owners waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us and Area Representative, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. We and Area Representative irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

15.10 Limitation of Claims. Any and all claims arising out of or relating to this Agreement or our relationship with Area Representative, except for claims for indemnification under Section 15.2 above, will be barred unless a judicial or arbitration proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

15.11 Entire Agreement. This Agreement and the Exhibits incorporated in the Agreement contain all of the terms and conditions agreed upon by the parties to this Agreement with reference to the subject matter of this Agreement. No other agreements, and all prior agreements, understanding and representations are merged in this Agreement and superseded by this Agreement. Each party represents to the other that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Agreement that are not contained in this Agreement. This Agreement cannot be modified or changed except by written instrument signed by all of the parties to this Agreement, provided that we may modify or amend the Manuals at any time without notice to, or approval of, Area Representative or any other person. Nothing in this Agreement shall have the effect of disclaiming any of the information in the Franchise Disclosure Document or its attachments or addenda.

15.12 Title for Convenience. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

15.13 Gender. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context or sense of this Agreement or any section or paragraph hereof may require.

15.14 Severability. Except as expressly provided to the contrary in this Agreement, each Section, paragraph, term and provision of this Agreement in severable, and if, for any reason, any part thereof, to be invalid or contrary to or in conflict with any applicable present or future law and regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction, that ruling will not impair the operation or, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and Area Representative agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a successor agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement is invalid or unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provisions to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. Area Representative agrees to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

15.15 Fees & Expenses. Should any party to this Agreement commence any action or proceeding for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, whether by arbitration, judicial or quasi-judicial action or otherwise, or for damages for any alleged breach of any provision of this Agreement, or for a declaration of such party's rights or obligations under this Agreement, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.

15.16 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant to this Agreement shall be deemed so delivered at the time delivered by hand, one (1) business day after transmission by mail, via registered or certified mail, return receipt requested; or one (1) business day after placement with Federal Express, or other reputable air courier service, requesting delivery on the most expedited basis available, postage prepaid and addressed as follows:

If to company: UNITED OCCUPATIONAL HEALTH
Attention: Matt Hale, President of Franchising
7047 E. Greenway Pkwy # 250
Scottsdale, AZ 85254
Email: franchise@ervexia.com

If to Area Representative, see Appendix I for specific contact information.

Or to such other addresses any such party may designate by ten (10) days' advance written notice to the other party.

15.17 Time of Essence. Time shall be of the essence for all purposes of this Agreement.

15.18 Lien and Security Interest. To secure your performance under this Agreement and indebtedness for all sums due us or our affiliates, we shall have a lien upon, and you hereby grant us a security interest in, the following collateral and any and all additions, accessions, and substitutions to or for it and the proceeds from all of the same: (a) all inventory now owned or after-acquired by you and the Area Representative Business, including but not limited to all inventory and supplies transferred to or acquired by you in connection with this Agreement; (b) all accounts of you and/or the Area Representative Business now existing or subsequently arising, together with all interest in you and/or the Area Representative Business, now existing or subsequently arising, together with all chattel paper, documents, and instruments relating to such accounts; (c) all contract rights of you and/or the Area Representative Business, now existing or subsequently arising; and (d) all general intangibles of you and/or the Area Representative Business, now owned or existing, or after-acquired or subsequently arising. You agree to execute such financing statements, instruments, and other documents, in a form satisfactory to us, that we deem necessary so that we may establish and maintain a valid security interest in and to these assets.

15.19 Cross-Default. Any default by Area Representative under any other agreement between Franchisor or its affiliate as one party and Area Representative or any of Area Representative's owners or affiliates as the other party, shall be deemed to be a default of this Agreement, and Franchisor shall have the right, at its option, to terminate this Agreement without affording Area Representative an opportunity to cure, effective immediately upon notice to the Area Representative.

15.20 Counterpart Execution. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto. This Agreement, once executed by a party, may be delivered to the other parties hereto by facsimile transmission or other electronic means of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

16. Submission of Agreement

This Agreement shall not be binding upon us unless and until it shall have been submitted to and signed by our authorized agent, and the date of said signing as set forth on the first page of this Agreement shall be the effective date of this Agreement.

17. Acknowledgements

To induce us to sign this Agreement and grant Area Representative the Franchise, Area Representative acknowledges:

1. That Area Representative has independently investigated the Area Representative Business franchise opportunity and recognizes that, like any other business, the nature of the Area Representative Business may, and probably will, evolve and change over time.

2. That an investment in an Area Representative Business involves business risks.

3. That Area Representative's business abilities and efforts are vital to Area Representative's success.

4. That performing Area Representative's obligations will require a high level of customer service and strict adherence to the System.

5. That Area Representative has not received or relied upon, and we expressly disclaim making any representation, warranty or guaranty, express or implied, as to the revenues, profits or success of an Area Representative Business or any Franchise.

6. That any information Area Representative has acquired from other Unit Franchisees or Area Representatives regarding their sales, profits or cash flows is not information obtained from us, and we make no representation about that information's accuracy.

7. That Area Representative has no knowledge of any representations made about the Area Representative franchise opportunity by us, our subsidiaries or affiliates or any of their respective officers, directors, shareholders or agents that are contrary to the statements made in our Franchise Disclosure Document or to the terms and conditions of this Agreement.

8. That in all of their dealing with Area Representative, our officers, directors, employees and agents act only as a representative, and not in an individual capacity and that business dealings between Area Representative and them as a result of this Agreement are only between Area Representative and us.

9. That Area Representative has represented to us, to induce us to enter into this Agreement, that all statements Area Representative has made, and all materials Area Representative has given to us in acquiring the franchise are accurate and complete and that Area Representative has made no misrepresentations or material omissions in obtaining the franchise.

10. That Area Representative has read this Agreement and our Franchise Disclosure Document and understands and accepts that the terms and covenants in this Agreement are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each Area Representative Business and Franchise, and to protect and preserve the goodwill of the Marks.

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

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of UNITED OCCUPATIONAL HEALTH	By: ___________________ (Principal Operator) ___________________ (Position) of ___________________ (Entity Name)
	______________________________
	By: ___________________ (Principal Operator) ___________________ (Position) of ___________________ (Entity Name)

APPENDIX I
AREA REPRESENTATIVE SPECIFIC TERMS

The following includes items that are specific to this Area Representative and will be completed when the Area Representative is provided for signature

FRANCHISE AGREEMENT SECTION	ITEM	DESCRIPTION
Preamble	**Area Representative Effective Date**	
Preamble	**Franchisor** **Type of entity & place of organization** **Franchisor Address**	UNITED OCCUPATIONAL HEALTH an Arizona Limited Liability Company 7047 E. Greenway Pkwy # 250 Scottsdale, Arizona 85254
Preamble	**Area Representative** **Type of entity & place of organization** **Area Representative Address**	______i_______ a/an ________ corporation / limited liability company
Recitals	**Ownership of Area Representative Franchise**	If the Area Representative is an Entity (as defined in the Agreement), the following persons constitute all of the owners of a legal and/or beneficial interest in the Area Representative franchisee: (Owner) (%) (Owner) (%) (Owner) (%)
Recitals	**Principal Operator**	
Recitals	**Primary Contact**	NA
Article 2.1	**Development Schedule**	Area Developer shall open ________ Franchised Businesses according to the following schedule:

Location	Area Description	Opening Deadline
		NA

Franchise Agreement Section	Item	Description
Article 2.5	**Development Area Description**	In the State of The Development Area will be located in the area known as: Areas with Special Laws or Requirements: To the extent any portion of the territory includes area designated as an Indian Reserve, a governmental entity or other territory which may have separate or additional laws, regulations or other requirements for performing work in such territory, Area Representative is granted such territory only to the extent and for so long as Area Representative may become qualified under such separate or additional requirements to perform work in such area; knowledge of and compliance with such requirements being the sole responsibility of Area Representative.
Article 6.7	**Marketing Fund Fee**	0% of Area Representative's Initial Fee Commissions & 0% of Area Representative's share of Royalty Fees
Article 7	**Initial Area Representative Development Fee**	$
Article 8.1	**Initial Fee Commission**	$8,750
Article 8.2	**Royalty Fee**	3% of Franchisee's Gross Sales within Area Representative's Area paid to Area Representative.
Article 15.16	**Notices for Area Representative**	All Notices for Area Representative shall be sent to: NA
Additional Provisions / Addendums to Area Representative Agreement		n/a

FRANCHISOR

By: Matthew Hale
President of Franchising of
UNITED OCCUPATIONAL HEALTH

AREA REPRESENTATIVE

By: ____________________ (Principal Operator)
____________________ (Position) of
____________________ (Entity Name)

By: ____________________ (Principal Operator)
____________________ (Position) of
____________________ (Entity Name)

APPENDIX II
PAYMENT & PERFORMANCE GUARANTEE

In order to induce United Occupational Medicine, LLC ("Franchisor") to enter into a ERVEXIA OCCUPATIONAL HEALTH™ Area Representative Agreement (the "Area Representative Agreement") by and between Franchisor and ______________________, the Area Representative named in the Area Representative Agreement on the date specified below (the "Effective Date") to which this Payment and Performance Guarantee (the "Guarantee") is attached ("Area Representative"), the undersigned (collectively referred to as the "Guarantors" and individually referred to as a "Guarantor") hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Area Representative to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Area Representative Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the "Guaranteed Liabilities"). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Area Representative when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Area Representative and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary and will be enforceable without Franchisor having to proceed first against Area Representative or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Area Representative by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Area Representative Franchise. The Guarantors represent and agree that they have each reviewed a copy of the Area Representative Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Area Representative Agreement and this Guarantee.

3. Term: No Waiver. This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until the later of (i) such time as all Guaranteed Liabilities of Area Representative to Franchisor and its affiliates have been paid and satisfied in full, or (ii) the Area Representative Agreement and all obligations of Area Representative thereunder expire. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to comply with the provisions of Sections 7 (Intellectual Property), 9 (Confidentiality), 8.3 (Indemnification), 9.3 (Covenants Not to Compete), and 16 (Post-Term Obligations) of the Area Representative Agreement as though each such Guarantor were the "Area Representative e" named in the Area Representative Agreement and agrees that the undersigned will take any and all actions as may be necessary or appropriate to cause Area Representative to comply with the Area Representative Agreement and will not take any action that would cause Area Representative to be in breach of the Area Representative Agreement.

5. Dispute Resolution. Article 17 (Dispute Resolution and Governing Law) of the Area Representative Agreement is hereby incorporated herein by reference and will be applicable to any all disputes between Franchisor and any of the Guarantors, as though Guarantor were the "Area Representative" referred to in the Area Representative Agreement.

6. Miscellaneous. This Agreement will be binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Franchisor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be duly executed as of this day ______________________________.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)
	______________________________
	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

APPENDIX III
NON-DISCLOSURE AND NON- COMPETITION AGREEMENT

This Non-Disclosure & Non-Competition Agreement (the "Agreement") is made and entered into effective this day by and between United Occupational Medicine, LLC, an Arizona Limited Liability Company ("Company"), located at 7047 E. Greenway Pkwy # 250, Scottsdale, Arizona 85254 and ____________________ ________________________ ("Associate"), who resides at ______________________________.

RECITALS

A. The Company has developed methods for establishing and operating franchises for the operation of an occupational health services businesses ("Franchised Business") which use the service mark "ERVEXIA OCCUPATIONAL HEALTH™" and related service marks, trade names and trademarks ("Marks").

B. The Company has developed methods for establishing, operating and promoting occupational health services pursuant to the Company's distinctive business format, plans, methods, data, processes, marketing systems, formulas, techniques, designs, layouts, operating procedures, trademarks, proprietary marks and information and know-how of the Company ("Confidential Information") and such Confidential Information as may be further developed from time to time by the Company;

C. The Company and its affiliates have established substantial goodwill and an excellent reputation with respect to the quality of services and products available, which goodwill and reputation have been and will continue to be of major benefit to the Company;

D. Associate is or will become involved with the Company in the capacity of an officer, partner, director, agent, General Manager, Principal Operator, employee, principal, beneficial owner or as an immediate family member of one of the foregoing persons, all of whom are associated with a Franchised Business pursuant to the terms of an Area Representative / Franchise Agreement between the Company and the party identified as the " Area Representative / Franchisee" at the end of this Agreement, and in such capacity, Associate will become privileged as to certain Confidential Information; and

E. Associate and the Company have reached an understanding with regard to nondisclosure by Associate of Confidential Information and with respect to noncompetition by Associate with the Company.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Associate and the Company, intending legally to be bound, agree as follows:

1. Confidential Information. Associate and the Company acknowledge that the distinctive business format, plans, methods, data, processes, marketing systems, Operations Manual, product formulas, techniques, designs, layouts, operating procedures, trademarks, proprietary marks and information and know-how of the Company which are developed and utilized in connection with the operation of the Franchised Business are the Company's Confidential Information. Such Confidential Information is unique, exclusive property and a trade secret of the Company. Associate acknowledges that any unauthorized disclosure or use of the Confidential Information would be wrongful and would cause irreparable injury and harm to the Company. Associate further acknowledges that the Company has expended a great amount of effort and money in obtaining and developing the Confidential Information, that the Company has taken numerous precautions to guard the secrecy of the Confidential Information and that it would be very costly for competitors to acquire or duplicate the Confidential Information.

2. Operations Manual as Trade Secrets. It is understood that Confidential Information, constituting "trade secrets", as used in this Agreement is deemed to include, without limitation, client lists, written information, vendor lists and product formulas and any and all information contained in the Company's Operations Manual, which may be provided as one or more separate Operations Manual, or written instructional guides, as the same are changed or supplemented from time to time, and any information of whatever nature which gives the

Company and its affiliates an opportunity to obtain an advantage over its competitors who do not have access to, know or use such lists, written materials, formulas or information.

3. Nondisclosure of Confidential Information. Associate shall not at any time, publish, disclose, divulge or in any manner communicate to any person, firm, corporation, association, partnership or any other entity whatsoever or use, directly or indirectly, for its own benefit or for the benefit of any person, firm, corporation or other entity other than for the use of the Company or the Franchisee, any of the Confidential Information of the Company or its affiliates.

4. Noncompetition Covenant. Associate hereby covenants and agrees that, during the term of the Area Representative / Franchise Agreement and any extension of the Area Representative / Franchise Agreement governing the establishment and operation of the Franchised Business, except while associated with or operating the Franchised Business in a manner authorized by the Company, neither Associate nor any member of Associate's immediate family, shall:

a. engage in or participate in or derive any benefit from a Competitive Business which is located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchised Business or Business of Company or its Affiliates, has used, sought registration of or registered the Marks or similar marks or operates or licenses others to operate a business under the Marks or similar marks; or

b. employ, seek to employ or otherwise induce any person to leave his employment who is then employed by any other franchisee or by Company, unless, in the case of any employee of Company, Area Representative / Franchisee has obtained Company's prior written consent and paid the then current Company Employee Training Fee as defined in Area Representative / Franchisee's Area Representative / Franchise Agreement with Company; or

c. interfere or attempt to interfere with any of the business relationships or advantages of Company or any franchisee; or

d. use any Confidential Information whatsoever in any manner which is or is intended to be damaging or derogatory or hinder the relationship of Company with its franchisees, clients, suppliers or other third parties, or the relationship of any franchisee with its clients or suppliers; or

e. divert, attempt to divert, solicit, or endeavor to obtain any client, account or business from Company or any franchisee.

The term "Competitive Business" as used in this Agreement shall mean any business (other than the Franchised Business by which Associate is employed or with which Associate is affiliated), operating, or granting franchises or licenses to others to operate, an occupational health services business deriving more than five percent (5%) of its gross sales from pet services or products.

Notwithstanding the foregoing, the Associate shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent five percent (5%) or less of that class of securities issued and outstanding.

5. Post-Termination Covenant Not to Compete. Associate covenants and agrees that, for a period of two (2) years after the effective date of termination, transfer or expiration of the Area Representative / Franchise Agreement for the Franchised Business, or for a period of two (2) years after termination or cessation of Associate's relationship with the Franchised Business, whichever is later, neither Associate, nor any member of Associate's immediate family, shall have any direct or indirect interest as a disclosed or a beneficial owner, investor, partner , director, officer, manager, employee, consultant, representative or agent or in any other capacity in any Competitive Business located or operating within the Territory of the Area Representative / Franchisee's Area Representative / Franchised Business, within the Territory of any other Franchised Business or within the Territory of any Company or affiliate-owned Business. The restrictions of this paragraph shall not

be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding. Associate and its officers, directors, shareholders, and/or partners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of this covenant will not deprive them of their personal goodwill or ability to earn a living.

6. Injunction. Associate hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, the Company shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which the Company may be entitled. Associate agrees that the Company may obtain such injunctive relief, without posting a bond or bonds totaling more than Five Hundred and No/100 Dollars ($500.00), but upon due notice, and Associate's sole remedy in the event of the entry of such injunctive relief shall be dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by Associate.

7. Effect of Waiver. The waiver by Associate or the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Associate and the Company and their respective heirs, executors, representatives, successors and assigns.

9. Entire Agreement. This instrument contains the entire agreement of Associate and the Company relating to the matters set forth herein. It may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

10. Governing Law. This instrument shall be governed by and construed under the laws of the state of Arizona.

11. Jurisdiction and Venue. In the event of a breach or threatened breach by Associate of this Agreement, Associate hereby irrevocably submits to the jurisdiction of the state and federal courts of Arizona, and irrevocably agrees that venue for any action or proceeding shall be in the state and federal courts of Maricopa County, Arizona. Both parties waive any objection to the jurisdiction of these courts or to venue in the state and federal courts of Maricopa County, Arizona. Notwithstanding the foregoing, in the event that the laws of the state where the Associate resides prohibit the aforesaid designation of jurisdiction and venue, then such other state's laws shall control.

12. 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 provisions of this Agreement which shall otherwise remain in full force and effect.

13. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses and reasonable attorneys' fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of such judgment.

IN WITNESS WHEREOF, the parties have signed this Agreement on this day ______________.

FRANCHISOR	ASSOCIATE
________________________________	________________________________
By: Matthew Hale	By: __________________ (Associate)
President of Franchising of	__________________ (Position) of
United Occupational Medicine, LLC	__________________ (Entity Name)
dba	ERVEXIA OCCUPATIONAL HEALTH™ of ______
____________	

APPENDIX VI
STATE SPECIFIC ADDENDUMS

GENERAL

These states have statutes which may supersede the franchise agreement in your relationship with United Occupational Medicine, LLC, including the areas of termination and renewal of your Area Representative franchise:

Arkansas	Stat. Section 70-807
California	Bus. & Prof. Code Sections 20000-20043
Connecticut	Gen. Stat. Section 42-133e et seq.
Delaware	Code, Tit. 6, Chap. 25, Section 2551 et seq.
Hawaii	Rev. Stat. Section 482E-1
Illinois	ILCS 705/1-44
Indiana	Stat. Section 23-2-2.7
Iowa	Code Sections 523H.1 - 523H.17
Michigan	Stat. Section 19.854(27)
Minnesota	Stat. Section 80C.14
Mississippi	Code Section 75-24-51
Missouri	Stat. Section 407.400
Nebraska	Rev. Stat. Section 87-401
New Jersey	Stat. Section 56:10-1
South Dakota	Codified Laws Section 37-5B
Virginia	Code 13.1-557-574-13.1-564
Washington	Code Section 19.100.180
Wisconsin	Stat. Section 135.03

These and other states may have court decisions that may supersede the Area Representative agreement in your relationship with us including the areas of termination and renewal of your Area Representative franchise.

Some states have statutes that limit our ability to restrict your activity after the Area Representative agreement has ended. Other states have court decisions limiting our ability to restrict your activity after the Area Representative agreement has ended.

A provision in the franchise agreement that terminates the Area Representative franchise upon your bankruptcy may not be enforceable under Title 11, United States Code.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW

(Applies only to California franchisees)

CALIFORNIA CORPORATIONS CODE SECTION 31125 REQUIRES THAT THE FRANCHISOR GIVE THE FRANCHISEE A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF CORPORATIONS PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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

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

The California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination and non-renewal of a franchise. If the Franchise Agreement contains a provision that in inconsistent with the law, the law will control. We may not terminate your franchise except for good cause, and we must give you a notice of default and a reasonable opportunity to cure the defects (except for certain defects specified in the statute, for which no opportunity to cure is required by law). The statute also requires that we give you notice of any intention not to renew your franchise at least 180 days before expiration of the Franchise Agreement.

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).

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

THE AREA REPRESENTATIVE AGREEMENT REQUIRES APPLICATION OF THE LAW OF ARIZONA. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

To the extent permitted by law, you and we waive any right to or claim for any punitive or exemplary damages against each other and agree that in the event of a dispute between us, each will be limited to the recovery of actual damages only (except in limited circumstances). Each party further waives trial by jury and, to the extent permitted by law, all claims arising out of or relating to the Franchise Agreement must be brought within one year from the date on which you or we knew or should have known of the facts giving rise to such claims (except for claims relating to nonpayment or underpayment of amounts you owe us).

The Area Representative Agreement requires mediation. The mediation will occur at the office of the American Arbitration Association Office closest to our principal executive offices. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

OUR WEBSITE (www.**ervexiaoccupationalhealth.com**.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this California Amendment concurrently with the execution of the Area Representative Agreement on this day _______ ______.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: ___________________ (Principal Operator) ___________________ (Position) of ___________________ (Entity Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE HAWAII FRANCHISE INVESTMENT LAW

(Applies only to Hawaii Area Representatives)

These Area Representatives will be/have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation or endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete, and not misleading.

The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee, or subfranchisor, at least seven (7) days prior to the execution by the prospective Area Representative of any binding franchise or other agreement, or at least seven (7) days prior to the payment of any consideration by the Area Representative, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with an copy of all proposed agreements relating to the sale of the franchise.

This Disclosure Document contains a summary only of certain material provisions of the Area Representative agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the Area Representative.

A. (1) This registration (or one substantially similar) is presently on file or will shortly be on file in the States of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

(2) The registration is exempt from the registration requirements of the States of Florida, Kentucky, Nebraska, Texas and Utah.

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

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

(5) The proposed registration of these franchises has been withdrawn in no states.

B. No release language set forth in the Area Representative agreement shall relieve us or any other person, directly or indirectly, from liability imposed by laws concerning franchising in the State of Hawaii.

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

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
& AREA REPRESENTATIVE AGREEMENT

(Applies only to Illinois Area Representatives)

Item 17 of the Disclosure Document is amended by the addition of the following language at the beginning of that Item:

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

3. The "Summary" section of Item 17(w), entitled Choice of law, is deleted and replaced with the following:

Illinois law applies to this transaction and supersedes any conflicting provisions of the Area Representative Agreement.

4. Any provision in an Area Representative agreement that designates jurisdiction or venue in a forum outside of Illinois is void, provided that arbitration may take place outside of Illinois. 815 ILCS 705/4 (West 2010)

5. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void. 815 ILCS 705/41 (West 2010)

The Area Representative Agreement is specifically amended as follows:

1. Section 18.7, "CHOICE OF LAWS," is deleted in its entirety and replaced with the following:

EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), THE FEDERAL ARBITRATION ACT, OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF THE STATE OF ILLINOIS.

2. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void. Accordingly, insofar as the Area Representative Agreement requires you to waive your rights under the Illinois franchise law, these requirements are deleted from the Area Representative Agreement. This provision will not prevent the franchisor from requiring you to sign a general release of claims as part of a negotiated settlement of a dispute or actual lawsuit filed under any of the provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

3. ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 85 ILCS 15/2, 5 (West 2014); Medical Practice Act of 1987, 225 ILCS 60/ (West 2014); and Prohibition Against Fee Splitting at 225 ILCS 60/22.2 (West 2014).

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

FRANCHISOR	AREA REPRESENTATIVE
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all Area Representative franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the Area Representative Agreement, the other agreements or Arizona law if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code § 23-2-2. 7-1 (7) against unilateral termination of the Area Representative franchise without good cause or in bad faith, good cause being defined therein as material breach of the Area Representative Agreement, shall supersede the provisions of the Area Representative Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

3. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the Disclosure Document and the Area Representative Agreement are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

"Notwithstanding any such termination, and in addition to the obligations of the Area Representative as otherwise provided, or in the event of termination or cancellation of the Area Representative Agreement under any of the other provisions therein, the Area Representative nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Area Representative Agreement on the part of the Area Representative for the unexpired Term of the Area Representative Agreement.

At the time of such termination of the Area Representative Agreement, the Area Representative covenants to pay to Franchisor within ten (10) days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Area Representative Agreement. This Agreement does not constitute a waiver of the Area Representative's right to a trial on any of the above matters."

4. No release language set forth in the Disclosure Document or Area Representative Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

5. The Area Representative Agreement is amended to provide that such agreement will be construed in accordance with the laws of the State of Indiana.

6. Any provision in the Area Representative Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Area Representative Agreement issued in the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Indiana Amendment concurrently with the execution of the Area Representative Agreement on this day ____________ ______.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

(Applies only to Maryland residents, franchisees and franchises operated within this State)

1. Item 17 of the FDD and all applicable provisions of the Franchise Agreement are amended to include the following:

> "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."
>
> "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."
>
> "Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

2. It is important to note the Professional Corporation / Management Company Structure, referenced in Item 1 is not required in the state of Maryland at the time of the publication of this FDD, per current statutes and regulations. This requirement could change during the course of this Agreement and, while we will do our best to keep up with state regulations relating to medicine, it is and will continue to be your responsibility to ensure you are operating according to all current laws as they are updated and changed.

3. With regard to both the Area Representative Agreement and the Disclosure Questionnaire attached thereto as Appendix IV, the representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Additionally, the provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

6. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland Amendment concurrently with the execution of the Area Representative Agreement on this day ________________ ______.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

(Applies only to Michigan franchisees)

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

(a) A prohibition on the right of an Area Representative to join an association of Area Representatives.

(b) A requirement that an Area Representative assent to a release, assignment, novation, waiver or estoppel which deprives the Area Representative of rights and protections provided in this Act. This shall not preclude an Area Representative, after entering into a license agreement, from settling any and all claims.

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

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

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

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

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

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

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

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

(iv) The failure of the Area Representative or proposed transferee to pay any sums owning to the franchisor or to cure any default in the license agreement existing at the time of the proposed transfer.

(h) A provision that requires the Area Representative to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants a franchisor a right of first refusal to purchase the assets of an Area Representative franchise on the same terms and conditions as a bona fide third (3rd) party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of an Area Representative franchise for the market or appraised value of such assets if the Area Representative has breached the lawful provisions of the license agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the Area Representative unless provisions have been made for providing the required contractual service.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 525 WEST OTTAWA STREET, 670 G. MENNAN WILLIAMS BLDG., LANSING, MICHIGAN 48933 (517) 272-7117.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Michigan Amendment, concurrently with the execution of the Area Representative Agreement on this day ______ ______.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND LICENSE AGREEMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

(Applies only to Minnesota Area Representatives)

Notwithstanding anything to the contrary set forth in the Disclosure Document and/or Area Representative Agreement, as applicable, the following provisions shall supersede and apply to all Area Representative franchises offered and sold in the State of Minnesota:

1. The following language is added to the Disclosure Document and the Area Representative Agreement:

"The Minnesota Department of Commerce requires the Franchisor to indemnify Minnesota Area Representatives against liability to third (3rd) parties resulting from claims by third (3rd) parties that the Area Representative's use of the tradename infringes trademark rights of the third (3rd) party. Franchisor indemnifies Area Representative against the consequences of Area Representative's use of the tradename in accordance with the requirements of the license, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claims within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim."

2. The Disclosure Document and the Area Representative Agreement are amended as follows:

"With respect to Area Representative franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that an Area Representative be given ninety (90) day notice of termination (with sixty (60) days to cure) and one hundred, eighty (180) day notice for non-renewal of the Area Representative Agreement."

3. No release language set forth in the Area Representative Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

4. Liquidated damages and termination penalties are prohibited by law in the State of Minnesota and, therefore, the Area Representative Agreement is amended by the addition of the following language to the original language that appears therein:

"Notwithstanding any such termination, and in addition to the obligations of the Area Representative as otherwise provided, or in the event of termination or cancellation of the Area Representative Agreement under any of the other provisions therein, the Area Representative nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Area Representative Agreement on the part of the Area Representative for the unexpired Term of the Area Representative Agreement.

At the time of such termination, of the Area Representative Agreement, the Area Representative covenants to pay to Franchisor within ten (10) days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Operating Term of the Area Representative Agreement. This does not constitute a waiver of the Area Representative's right to a trial on any of the above matters."

5. Item 17 of the Disclosure Document is amended to add the following and the following language will appear at the end of any Area Representative Agreement issued in the State of Minnesota:

"Pursuant to Minnesota Statutes, Chapter 80C and Minn. Rule Part 2860-4400J, this Section shall not in any way abrogate or reduce any rights of the Area Representative as provided for in the Minnesota Statutes Chapter SOC."

6. The Disclosure Document and the Area Representative Agreement are amended as follows:

"Nothing contained herein shall limited Area Representative's right to submit matters to the jurisdiction of the courts of Minnesota to the full extent required by Minn. Rule 2860.4407J."

7. The Area Representative cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. Also, a court will determine if a bond is required.

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed with the franchise.

9. The Limitations of Claims section must comply with Minn. Stat., Section 80C.17, Subd. 5.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Minnesota Amendment concurrently with the execution of the Area Representative Agreement on this day ___________.

FRANCHISOR	AREA REPRESENTATIVE
________________________________	________________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

(Applies only to New York franchisees)

1. The cover page of the Disclosure Document is amended to add the following statement:

“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. Item 3 of the Disclosure Document is amended by adding the following:

“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. Item 4 of the Disclosure Document is amended by adding the following:

“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. Item 5 of the Disclosure Document is amended by adding the following to the subsection entitled "Initial Franchise Fee":

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

5. Item 17 of the Disclosure Document is amended by adding 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. Item 17 of the Disclosure Document is further amended by adding 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. Item 17 of the Disclosure Document is further amended by adding 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. Item 17 of the Disclosure Document is further amended by adding 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.”

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York Amendment concurrently with the execution of the Area Representative Agreement on this day ___________________.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: ____________________ (Principal Operator) ____________________ (Position) of ____________________ (Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE NORTH DAKOTA FRANCHISE LAW

(Applies only to North Dakota franchisees)

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

1. Liquidated damages and termination penalties are prohibited by law in the State of North Dakota:

"15.2 Remedies Upon Termination. If the Area Representative Franchise is so terminated, and in addition to the obligations of the Area Representative as otherwise provided herein, Franchisor shall retain the full amount of any fees heretofore paid to Franchisor and Area Representative shall continue to remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Area Representative Agreement on the part of the Area Representative for the unexpired Term of the Area Representative Agreement."

2. The laws of the State of North Dakota supersede any provisions of the Area Representative Agreement, the other agreements or Arizona law if such provisions are in conflict with North Dakota law.

3. Any provision in the Area Representative Agreement which designates jurisdiction or venue, or requires the Area Representative to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Area Representative Agreement issued in the State of North Dakota.

4. The laws of the State of North Dakota does not allow for the following statement and they are therefore deleted from any Area Representative Agreement issued in the State of North Dakota:

a. a general release to be signed upon renewal; and

b. the requirement that franchisees consent to termination or liquid damages, a waiver of trial by jury, a waiver of exemplary and punitive damages, and/or to a limitation of claims within one (1) year.

5. Item 17(r) of the Franchise Disclosure Document and Section 16 of the Area Representative Agreement are amended adding the following statement to each section:

“Covenants not to compete, such as those mentioned above are generally considered unenforceable in the State of North Dakota.”

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment concurrently with the execution of the Area Representative Agreement on this day ___________________.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: ____________________ (Principal Operator) ____________________ (Position) of ____________________ (Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE RHODE ISLAND FRANCHISE DISCLOSURE ACT

(Applies only to Rhode Island Area Representatives)

The following language applies to any Area Representative agreement issued in the State of Rhode Island:

"Section 19-28.1-14 of the Rhode Island Franchise Investment Act, as amended by laws of 1993, dictates that 'a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act."

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment concurrently with the execution of the Area Representative Agreement on this day ___________.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE SOUTH DAKOTA CODIFIED LAWS

(Applies only to South Dakota Area Representatives)

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of South Dakota:

1. The Area Representative Agreement is amended by the deletion of the requirement to pay liquidated damages and the addition of the following language to the original language that appears therein:

"Notwithstanding any such termination, and in addition to the obligations of the Area Representative as otherwise provided herein, or in the event of termination or cancellation of the Area Representative Agreement under any of the other provisions set forth herein, the Area Representative nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Area Representative Agreement on the part of the Area Representative for the unexpired Operating Term of the Area Representative Agreement.

At the time of such termination of the Area Representative Agreement, the Area Representative covenants to pay to Franchisor within ten (10) days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Operating Term of the Area Representative Agreement."

2. Franchise registration, employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota. As to contractual and all other matters, the Franchise Agreement will be and remains subject to the construction, enforcement and interpretation of the laws of the State of Arizona. Any provision in the Area Representative Agreement which designates jurisdiction or venue, or requires the Area Representative to agree to jurisdiction or venue, in a forum outside of South Dakota, is deleted from any Area Representative Agreement issued in the State of South Dakota.

3. No release language set forth in the Area Representative Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of South Dakota.

4. Termination provisions covering breach of the Area Representative Agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Area Representative Agreement shall afford the Area Representative thirty (30) days written notice with an opportunity to cure said default prior to termination.

5. REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL OR RECOMMENDATION OF THE FRANCHISE BY THE DIRECTOR.

To the extent this Addendum is inconsistent with any terms or conditions of the Area Representative Agreement or exhibits or attachments thereto, or the Disclosure Document, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this South Dakota Amendment concurrently with the execution of the Area Representative Agreement on this day _______.

FRANCHISOR	AREA REPRESENTATIVE
___________________________________	___________________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: ___________________ (Principal Operator) ___________________ (Position) of ___________________ (Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE VIRGINIA FRANCHISE LAW

(Applies only to Virginia Area Representatives)

Item 17 of the Franchise Disclosure Document is amended by adding the following:

The provision in the Area Representative Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section IOI, et. seq.).

Item 17.h of the Franchise Disclosure Document is amended by adding the following:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Area Representative agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia Amendment concurrently with the execution of the Area Representative Agreement on this day _________________.

FRANCHISOR	AREA REPRESENTATIVE
____________________________	____________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT & AREA DEVELOPER AGREEMENT PURSUANT TO THE WASHINGTON FRANCHISE INVESTMENT LAW

(Applies only to Washington Area Representatives)

This Addendum amends the Area Representative Agreement, Franchise Disclosure Documents, and Related Agreements:

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

2. RCW 19.100.180 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 the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

6. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Amendment concurrently with the execution of the Area Representative Agreement on this day _______.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE WISCONSIN FRANCHISE INVESTMENT LAW

(Applies only to Wisconsin franchisees)

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following shall apply to Area Representative Agreements in the State of Wisconsin:

a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act"), shall apply to and govern the provisions of Area Representative Agreements issued in the State of Wisconsin.

b. The Act's requirements, including that in certain circumstances an Area Representative receive ninety (90) day notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of the Area Representative Agreement to the extent they may be inconsistent with the Act's requirements.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Wisconsin Amendment concurrently with the execution of the Area Representative Agreement on this day _______.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

Appendix VIII
Closing Acknowledgements

You are preparing to enter into a Ervexia Occupational Health™ Area Representative Agreement. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue or misleading.

1. Establishment of New Business. The purchase of a Ervexia Occupational Health™ Area Representative Franchise is primarily the purchase of a license to establish and operate a business under the Ervexia Occupational Health™ name and trademark. You must operate the Area Representative Franchise in accordance with our business format. You understand that the operation of a new business involves a number of business risks, which exist in connection with any business.

2. Ability to Operate a Ervexia Occupational Health™ Business. The ability to operate a profitable Area Representative Franchise requires some level of business and management skills and the capability of providing good customer service. Our Area Representatives must always provide excellence in customer service. How you treat customers is critical to the Business.

3. Importance of Your Effort. Starting a business is a complicated undertaking and will require both a financial investment and a commitment of personal time to work at and on the business a substantial number of hours per week. Although we will provide assistance and advice, we cannot guarantee your success as a franchisee. The earnings and profits that you earn as an Area Representative will depend upon your own individual efforts in operating your Area Representative Franchise. You understand that the success or failure of your Area Representative Franchise may depend primarily on your local marketing efforts and you agree to engage actively and continuously in local marketing efforts such as door hangers, flyer distribution, placement of advertisements in local newspapers and magazines, community, marketing, digital marketing, social media marketing, and otherwise as we recommend. Your failure to follow our Licensed Methods may have a negative effect on the Business.

4. Additional Funds and Financial Requirements. In our Franchise Disclosure Document ("FDD"), we have disclosed an estimate of the amount of additional funds that you should have available to invest in the Business in the start-up phase. However, no amount of investment can guarantee you will have a profitable Area Representative Franchise.

5. Pricing of Products and Services. Although we recommend methods to establish your pricing, as an independent business owner, you must establish your own pricing for products and services sold by your Area Representative Franchise. If you elect to price products and services too low, you may adversely affect your profit margin. If you elect to set your prices too high, you may lose business to your competitors.

6. Training and Support. We produce and distribute various training materials, programs, Operations Manual and newsletters to our franchisees, and we facilitate the holding of local, regional and/or national conferences in order to encourage networking and exchange of ideas for the purpose of making your Area Representative Franchise more profitable. While we can make recommendations and suggestions on how to improve your Area Representative Franchise, it is up to you to avail yourself of and use the information and ideas we provide.

7. Competition. Each of the services you provide are provided by others and new competitors may appear at any time within your Territory although these competitors are not licensed to use our Licensed Methods or our Marks. It is also possible that another franchisee may be located near or adjacent to your Territory.

8. Taxes, Fees and Governmental Regulations. Your Area Representative Franchise is a business operation and will be required to pay all existing and any new taxes and fees imposed on businesses by various governmental entities. Your Area Representative Franchise will be subject to a variety of federal, state, and local laws and governmental regulations, including local licensing requirements, safety matters, environmental matters, toxic and hazardous materials, compliance with the Americans with Disabilities Act (ADA), OSHA, EEO,

and any new or proposed legislation. You understand that we cannot advise you with regard to all such laws and it is your responsibility to know and comply with them.

9. Complaints and Litigation. Occasionally, we may receive complaints from or be served with lawsuits by our Area Representatives or customers of our Area Representatives alleging misconduct and/or a violation of law. Adverse publicity resulting from such allegations may materially affect us and all of our Area Representatives, regardless of whether such allegations are true. On occasion, we will file suit against Area Representatives or former Area Representatives to enforce the terms of the Area Representative agreement. While we believe we have not violated any franchise laws or misled or defrauded any prospective Area Representatives, we cannot provide any assurance that an adverse result may not occur.

10. Liability Insurance. You may, from time to time, receive complaints from or be served with lawsuits by customers alleging breach of contract or other misconduct resulting from your operation of the Area Representative Franchise. Because you are licensed to use our trade name in your operation of the Area Representative Franchise, we are occasionally included in these lawsuits. If we are sued because of something you have allegedly done or failed to do, you must defend us in the lawsuit. As a result, you must carry proper insurance on the Area Representative Franchise and you must name us as an additional insured. If you do not carry the proper coverage or if you fail to defend us, we may cancel your Area Representative Agreement.

11. Renewal Option at End of Term. Your Area Representative Agreement gives you a license to operate an Area Representative Franchise for an initial term of ten (10) years. At the end of the ten (10) years, if you have complied with the terms of the Area Representative Agreement, you may renew your Area Representative Franchise by executing the then-current Area Representative agreement and complying with all other requirements for renewal. If we refuse to renew your Area Representative Agreement because you have not complied with the Area Representative Agreement or if you choose not to renew your Area Representative Agreement, you may be required to turn your customer list and your telephone numbers and electronic identities, including domain names, over to us and/or you may be prohibited from operating any similar business which competes with us or our Area Representatives for a period of two (2) years in your Territory.

12. Use of Independent Professional Advisers. We recommend that you consult with your own independent advisors in order to satisfy yourself concerning your ability to establish and operate a profitable business, taking into account the amount of working capital you have available, your anticipated debt service, your expenses, etc.

Please review each of the following questions carefully and provide responses.

1. Have you received and carefully reviewed the FDD provided to you?

☐ Yes ☐ No

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

☐ Yes ☐ No

3. Have you received and carefully reviewed the Area Representative Agreement and each exhibit and schedule attached to the Area Representative Agreement?

☐ Yes ☐ No

4. Do you understand that you may not rely on, and we will not be bound by (i) any representation or statement other than those included in our franchise disclosure document; or (ii) any promise or obligation that is not specifically set forth in the Area Representative Agreement or an exhibit or schedule attached to the Area Representative Agreement?

☐ Yes ☐ No

5. Have you been given the opportunity, whether or not you may have done so, to discuss the risks of operating a ERVEXIA OCCUPATIONAL HEALTH™ Area Representative Franchise with an attorney, accountant or other professional advisor?

☐ Yes ☐ No

6. Do you understand that the purchase of a ERVEXIA OCCUPATIONAL HEALTH™ Area Representative Franchise is a business decision that has many of the same risks associated with starting any type of business and that the success or failure of your ERVEXIA OCCUPATIONAL HEALTH™ Area Representative Franchise will depend in large part upon your skills and abilities, the number of hours you work, your ability to follow and apply the Licensed Methods, competition from other businesses providing the same services, interest rates, inflation, the economy, labor costs, supply costs, and other economic and business factors?

☐ Yes ☐ No

7. Do you understand and acknowledge that we cannot guarantee the success of your ERVEXIA OCCUPATIONAL HEALTH™ Area Representative Franchise or that it will ever achieve profitability?

☐ Yes ☐ No

8. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and us?

☐ Yes ☐ No

9. Do you understand that any information concerning the revenue, profits, income or costs of a ERVEXIA OCCUPATIONAL HEALTH™ Area Representative Franchise that was given to you by one of our franchisees is not information obtained from our employees or representatives, and we make no representation about the information's accuracy?

☐ Yes ☐ No

10. If you answered "No" to any of the Questions 1 thru 9, please indicate the number(s) of the questions and provide a further explanation of your answer(s) in the space provided below. If necessary, attach additional sheets.

Questions Number Explanation

____

____

____

____

Please review each of the following questions carefully and provide responses. When answering these questions, please remember that a ERVEXIA OCCUPATIONAL HEALTH™ Area Representative is not our representative for the purposes of answering these questions.

11. Other than any statements specifically provided in Item 19 of our Franchise Disclosure Document, have any of our employees or representatives made any promise, prediction, guarantee, projection or other statement concerning the revenues, profits and/or income of a ERVEXIA OCCUPATIONAL HEALTH™ Area Representative Franchise?

☐ Yes ☐ No

12. Have any of our employees or representatives made any promise, prediction, guarantee, projection or other statement about the amount of money you may earn or the revenue or profits that you should or might expect to achieve as an Area Representative that is contrary to, or different from, the information contained in our Franchise Disclosure Document?

☐ Yes ☐ No

13. Have any of our employees or representatives made any statement or promise regarding the costs you may incur in operating a ERVEXIA OCCUPATIONAL HEALTH™ Area Representative Franchise; the advertising, marketing, training, support service or assistance that we will furnish to you; or any other statement, promise or agreement that is contrary to, or different from, the information contained in the FDD provided to you?

☐ Yes ☐ No

14. Have any of our employees or representatives made any promise or agreement concerning the amount or type of customers that may be available to you if you purchase a ERVEXIA OCCUPATIONAL HEALTH™ Area Representative Franchise?

☐ Yes ☐ No

15. If you answered "Yes" to any of the Questions 11 thru 14, please indicate the number(s) of the question(s) and provide a further explanation of your answer(s) in the space provided. If necessary, attach additional sheets.

Questions Number Explanation

____

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____

____

Notes:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

This questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

You understand that your answers are important and that we will rely on them when making our decision to award you an Area Representative Franchise. By signing below, you are representing that you have responded truthfully to the above questions and that you FULLY UNDERSTAND AND ACCEPT ALL OF THE BUSINESS RISKS described above.

DATED: ______________________

AREA REPRESENTATIVE

____

By: ______________________(Principal Operator)
______________________ (Title) of
______________________ (Entity Name)

APPENDIX VI
SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made and entered into as of the dated specified below (the "Effective Date") by and between United Occupational Medicine, LLC, a Delaware corporation, with its principal place of business at 7047 E. Greenway Pkwy # 250, Scottsdale, AZ 85254 (hereinafter referred to as "Secured Party"); and the party listed below ("Debtor").

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor grants to Secured Party a security interest in all Franchise related property, together with all after-acquired property of the same general class and description and the proceeds of all property encumbered hereby (the "Collateral").

TO SECURE:

(a) Payment of sums owed by Debtor to Secured Party in connection with Debtor's purchase of products and goods from Secured Party;

(b) Debtor's obligations to Secured Party under that or those certain Area Representative Agreement(s) between Secured party and Debtor;

(c) Debtor's obligations to Secured Party and its affiliates, under that certain Promissory Note made in favor of Secured Party, if a Promissory Note has been made by Debtor in favor of Secured Party and any obligations under it remain outstanding;

(d) Any and all other obligations, indebtedness and liabilities of Debtor to Secured Party, or any subsidiary or affiliate of Secured Party, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and

(e) Performance of each agreement of Debtor contained herein.

DEBTOR WARRANTS & AGREES:

1. Debtor is the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and Debtor will defend against all claims and demands of all persons at any time claiming the same or an interest therein. Collateral is described as, but not limited to, any and all personal property of Debtor, including but not limited to all furniture, fixtures, leasehold improvements, equipment, inventory, goods and supplies, accounts, chattel paper and other tangibles and intangibles and all after-acquired property and proceeds related to any of the foregoing.

2. Except as otherwise provided herein, no Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. Debtor hereby authorizes Secured Party to execute, on behalf of both Debtor and Secured Party, one or more Financing Statements, pursuant to the Uniform Commercial Code, in form satisfactory to Secured Party, and to file or record same in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable and Debtor agrees to pay the cost of filing or recording the same and/or this Agreement.

3. To do all acts that may be necessary to maintain, preserve and protect the Collateral, not to commit or permit any waste thereof, and to maintain the Collateral in good order, repair and condition, reasonable wear and tear excepted.

4. Except in the ordinary course of business, not to sell, assign, lease, encumber, or otherwise dispose of all or any of the Collateral without the prior written consent of Secured Party.

5. To pay, at least ten (10) days before delinquency, all taxes, assessments and liens now or hereafter imposed on the Collateral, and to provide, maintain in force at all times, and deliver to Secured Party fire and other insurance policies (including all risk, and earthquake insurance) on the Collateral, as Secured Party may, at its discretion, require, in amounts and with companies satisfactory to Secured Party with loss payable to Secured Party.

6. If Debtor fails to make any payment or do any act as herein required, then Secured Party, without obligation to do so and without notice to or demand upon Debtor, may make such payments and do such acts as Secured Party may deem necessary to protect its security interest in the Collateral, Secured Party being hereby authorized (without limiting the general nature of the authority hereinabove conferred) to take possession of the Collateral or any part thereof and to pay, purchase, contest or compromise any security interest, encumbrance, charge or lien which, in the judgment of Secured Party, appears to be prior or superior to or to jeopardize the security interest granted hereby, and in exercising any such powers and authority to incur necessary expenses, including attorneys' fees. Secured Party's determination as to whether or not Debtor has failed to make any payment or do any act as herein required shall be final and conclusive. Debtor hereby agrees to repay immediately and without demand all sums expended by Secured Party pursuant to the provisions of this paragraph with interest from date of expenditure at the rate of ten (10%) percent per annum.

7. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions:

(a) Default by Debtor in the payment of the obligations or liabilities secured hereby, or failure by Debtor to perform any agreement herein contained or secured hereby.

(b) Any warranty, representation or statement, made or furnished to Secured Party by or on behalf of Debtor, proves to have been false in any material respect when made or furnished;

(c) Substantial uninsured damage, destruction, or danger, in the opinion of Secured Party, of misuse or confiscation of Collateral or the making of any levy, seizure or attachment thereof or therein; or

(d) Insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by, or against, Debtor.

8. Upon any such default, Secured Party, at its option, without demand upon or notice to Debtor, may declare all indebtedness's, obligations and liabilities secured hereby to be immediately due and payable, and Secured Party shall have all the rights and remedies provided a secured party under the Uniform Commercial Code and may proceed to foreclose the security interest created hereby according to law, and may, at its option, and it is hereby empowered, with or without foreclosure action, to enter upon any premises where the Collateral or any part thereof may be and take possession thereof and remove the Collateral or any part thereof. In addition, Secured Party may require and Debtor agrees to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private or other intended disposition is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown above at least ten (10) days before the time of the sale or disposition. The Collateral may be sold in one or more lots and at one or more sales, which may be held on different days and need not be held within view of the Collateral being sold. Secured Party shall deduct and retain from the proceeds of such sale or sales all costs and expenses paid or incurred in the taking, removal, holding, preparing for sale or sales of the Collateral, including any reasonable attorneys' fees and legal expenses incurred or paid by Secured Party; the balance of the proceeds shall be applied by Secured Party upon the indebtedness's, obligations and liabilities secured hereby, in such order and manner as Secured Party may determine, and the surplus, if any, shall be paid to Debtor or to the person or persons lawfully entitled to receive the same.

(a) Secured Party, at its option, shall have the right to commence any action or proceeding against a third party or appear in or defend any action or proceeding brought by a third party purporting to affect the rights, duties or liabilities of the parties hereto, including, without limiting the generality of the foregoing, an action to foreclose the security interest created hereby, and in connection therewith to incur costs, expenses and attorneys' fees in any such action or proceeding in which the Secured Party shall appear, all of which costs, expenses and attorneys' fees will be paid or reimbursed to Secured Party by Debtor together with interest from the date of expenditure at the rate of ten (10%) percent per annum.

(b) In the event of any default hereunder, Secured Party shall be entitled, without notice and without regard to the adequacy of the Collateral and of any other security for the indebtedness hereby secured, to the appointment of a receiver to take possession of all or any part of the Collateral and to exercise such powers as the Court shall confer upon it/him/her.

(c) At any public sale or sales made under this Section 8 or authorized herein or by laws, or at any sale or sales made upon judicial foreclosure of this security interest, Secured Party (or its representative) may bid for and purchase any Collateral being sold and, in the event of such purchase, shall hold such property thereafter discharged of all rights of redemption.

9. Secured Party shall be entitled to enforce any indebtedness, obligation or liability secured hereby and to exercise all rights and powers hereby conferred, although some or all of the indebtedness, obligations and liabilities secured hereby are now or shall hereafter be otherwise secured. Debtor's acceptance of this Agreement shall not affect or prejudice Secured Party's right to realize upon or enforce any other security now or hereafter held by Secured Party, and Secured Party shall be entitled to exercise all rights of setoff to the same effect and in the same manner as if this security interest had not been given.

10. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of damages, its cost of suit and, not as damages, a reasonable attorneys' fee to be fixed by the Court.

11. The words "Secured Party" and "Debtor", as used herein, shall be construed to include the heirs, legatees, devisees, administrators, executors, successors and assigns, respectively, of Secured Party and Debtor. This Agreement shall bind and inure to the benefit of such third persons. Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. All references herein to the Uniform Commercial Code means the Uniform Commercial Code as adopted by the State in which Secured Party's principal place of business is located.

DEBTOR HEREBY SPECIFICALLY CERTIFIES THAT IT HAS READ AND FULLY UNDERSTANDS THIS SECURITY AGREEMENT, ON THIS DAY ___________________________.

SECURED PARTY	DEBTOR
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: __________________ (Principal Operator) __________________ (Position) of __________________ (Entity Name)

AREA REPRESENTATIVE OPERATIONS MANUAL TABLE OF CONTENTS

EXHIBIT C

AREA REPRESENTATIVE OPERATIONS MANUAL
TABLE OF CONTENTS

Total Pages (Approximate) – 40

FINANCIAL STATEMENTS

EXHIBIT D

UNITED OCCUPATIONAL MEDICINE, LLC

FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2025

CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

UNITED OCCUPATIONAL MEDICINE, LLC
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2025

INDEPENDENT AUDITORS' REPORT

Members
United Occupational Medicine, LLC
Scottsdale, Arizona

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of United Occupational Medicine, LLC, which comprise the balance sheet as of December 31, 2025, and the related statements of operations and changes in members' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of United Occupational Medicine, LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about United Occupational Medicine, LLC's ability to continue as a going concern for a reasonable period of time.

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Tempe, Arizona
March 19, 2026

UNITED OCCUPATIONAL MEDICINE, LLC
BALANCE SHEET
DECEMBER 31, 2025

ASSETS

CURRENT ASSETS		
Cash and Cash Equivalents	$	51,445
Accounts Receivable		334
Current Portion of Deferred Commission Costs		1,313
Total Current Assets		53,092
DEFERRED FRANCHISE COSTS, Net of Current Portion		11,484
Total Assets	$	64,576

LIABILITIES AND MEMBERS' DEFICIT

CURRENT LIABILITIES		
Current Portion of Deferred Area Representative Fees	$	3,500
Total Current Liabilities		3,500
LONG-TERM LIABILITIES		
Deferred Area Representative Fees		30,625
Deferred Franchise Fees		42,400
Total Long-Term Liabilities		73,025
Total Liabilities		76,525
MEMBERS' DEFICIT		(11,949)
Total Liabilities and Members' Deficit	$	64,576

See accompanying Notes to Financial Statements.

UNITED OCCUPATIONAL MEDICINE, LLC
STATEMENT OF OPERATIONS AND CHANGES IN MEMBERS' EQUITY (DEFICIT)
YEAR ENDED DECEMBER 31, 2025

REVENUE		
Royalties, Marketing, and Technology Fees	$	5,614
Area Representative Fees		875
Total Revenue		6,489
OPERATING EXPENSES		82,534
NET LOSS		(76,045)
Members' Equity - Beginning of Year		14,096
Contribution from Members		50,000
MEMBERS' DEFICIT - END OF YEAR	$	(11,949)

See accompanying Notes to Financial Statements.

UNITED OCCUPATIONAL MEDICINE, LLC
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2025

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	$	(76,045)
Reconciliation of Net Loss to Net Cash Used by Operating Activities:		
Amortization of Deferred Commission Cost		328
Changes in Assets and Liabilities:		
Accounts Receivable		103
Deferred Commission Costs		(13,125)
Deferred Franchise Fees		42,400
Deferred Area Representative Fees		34,125
Net Cash Used by Operating Activities		(12,214)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contribution from Members		50,000
NET INCREASE IN CASH AND CASH EQUIVALENTS		37,786
Cash and Cash Equivalents - Beginning of Period		13,659
CASH AND CASH EQUIVALENTS - END OF PERIOD	$	51,445

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principal Business Activity

United Occupational Medicine, LLC (the Company) was formed on May 8, 2023 in the state of Arizona and began operations in April 2024. The Company was established for the purpose of selling franchises under the Ervexia Occupational Health brand. Ervexia Occupational Health provides occupational health services such as physicals, drug and alcohol testing, DNA testing, and other wellness programs.

Franchisee activity for the year ended December 31, 2025 was as follows:

Franchised Locations:	
Unit Count as of January 1, 2025	2
Unit Openings During 2025	-
Unit Closings During 2025	(1)
Unit Count as of December 31, 2025	1
Affiliated Locations:	
Unit Count as of January 1, 2025	2
Unit Openings During 2025	-
Unit Closings During 2025	-
Unit Count as of December 31, 2025	2
Total Unit Count as of December 31, 2025	3

Basis of Presentation

The Company's financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

Estimates and Assumptions

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Allowances for Credit Losses and Accounts Receivable

Accounts receivable consists primarily of franchise royalty fees and receivables from franchised facilities. An allowance for credit losses is determined based on management's evaluation of historical losses and the financial stability of its franchisees.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Allowances for Credit Losses and Accounts Receivable (Continued)

The Company records accounts receivable and contract assets at their face amounts less an allowance for credit losses. The allowance represents an estimate of expected credit losses based upon a specific review of all significant outstanding invoices. For those invoices not specifically reviewed, provisions are provided at differing rates, based upon the age of the receivable, historical experience and current and expected future economic conditions. The Company writes off a receivable and charges it against its recorded allowance when management have exhausted collection efforts without success. There was no allowance for estimated credit losses at December 31, 2025.

Deferred Commission Costs

Deferred commission fees represent commissions that are direct and incremental to the Company and are paid in conjunction with the sale of a franchise or area representative agreement. These costs are recognized as an expense when the respective revenue is recognized, which is generally over the term of the related franchise or area representative agreement.

Deferred Franchise Fee and Area Representative Revenue

Deferred franchise fee and area representative revenue represent franchise fee and area representative fees received that have not been fully earned and will be recognized in future periods.

Advertising Costs

Advertising costs include franchise marketing and advertising costs. These costs are expensed as incurred. Advertising costs for the year ended December 31, 2025 were $6,700.

Income Taxes

The Company and its members have elected to be treated as a partnership for income tax reporting purposes. Accordingly, the members are taxed on the Company's income. Therefore, no provision or liability for income tax is included in the financial statements.

The Company follows the income tax standard for uncertain tax positions. The Company recognized no liability for uncertain tax positions for the year ended December 31, 2025.

Revenue Recognition

The Company recognizes revenue when its customer obtains control of promised goods or services in an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services. To determine revenue recognition for the arrangements that the Company determines are within the scope of Topic 606, the Company performs the following five steps: (1) identify the contract(s) with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the Company satisfies a performance obligation.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Royalties and Advertising Fund Revenue
The Company collects royalties and advertising fund fees, as stipulated in the franchise agreement, currently equal to 8% and 1% of gross revenues, respectively. Royalties and advertising fund fees are calculated as a percentage of sales over the term of the franchise agreement. The franchise agreement royalties and advertising fund fees, represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchisee store-level sales occur. Royalties and advertising fund fees are collected monthly.

Franchise Fees
The Company generally requires the entire nonrefundable initial franchise fee to be paid upon execution of the franchise agreement, which typically has an initial term of ten years. Initial franchise fees are recognized ratably on a straight-line basis over the term of the franchise agreement, commencing upon the opening date of the franchise location. The Company's services under the franchise agreement include: training of franchisees and staff, site selection, the right to use trademarks and proprietary information, and ongoing operations support. The Company generally does not provide financing to franchisees and offers no guarantees on their behalf. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation.

Area Representative Fees
The Company has an area representative program where area representatives are granted an exclusive geographical territory and commit a minimum development obligation within that defined territory. Area representative fees paid to the Company are nonrefundable and are recognized as revenue ratably on a straight-line basis over the term of the agreement, which is considered upon executive of the agreement. The Company's services under area representative agreements include training and general operational support of the area representative. The services provided by the Company are highly interrelated with the development of the territory and resulting franchise licenses sold by the area representative and as such are considered to represent a single performance obligation.

Technology Fees
The Company charges a technology fee of $149 per month for access to its CRM software, training software and other technology. Technology fees are collected monthly and recognized as revenue in the month the services are provided.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

The following is a summary of accounts receivable and contract liabilities as of:

	December 31, 2025	January 1, 2025
Accounts Receivable	$ 334	$ 437
Contract Liabilities:		
Deferred Franchise Fees	$ 42,400	$ -
Deferred Area Representative Fees	$ 34,125	$ -

Subsequent Events

In preparing this financial statement, the Company has evaluated events and transactions for potential recognition or disclosure through March 19, 2026, the date the financial statement was available to be issued.

NOTE 2 DEFERRED COMMISSION COSTS

Estimated future deferred commission costs as of December 31 is as follows:

Year Ending December 31,	Amount
2026	$ 1,313
2027	1,313
2028	1,313
2029	1,313
2030	1,313
Thereafter	6,232
Total	$ 12,797

Commission cost amortization expense for the year ended December 31, 2025 was $328.

NOTE 3 MEMBERS' EQUITY

Members' equity consists of a single class of members' interest.

NOTE 4 RELATED PARTIES

The two affiliate franchisee locations paid technology fees to the Company during the year ended December 31, 2025 totaling approximately $1,800. The Company received a transfer fee from a member totaling $7,400 which is recorded within deferred franchise fees. The Company also received an area representative fee totaling $35,000 which is recorded within deferred area revenue fees and is amortized to revenue over the term of the agreement. The Company paid a member a commission of $13,125 which was recorded in deferred commission cost and amortized to expense over the term of the related franchise agreement.

Global

INDEPENDENT
NETWORK MEMBER

UNITED OCCUPATIONAL MEDICINE, LLC

FINANCIAL STATEMENTS

PERIOD FROM APRIL 1, 2024
THROUGH DECEMBER 31, 2024

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UNITED OCCUPATIONAL MEDICINE, LLC
TABLE OF CONTENTS
PERIOD FROM APRIL 1, 2024 THROUGH DECEMBER 31, 2024

INDEPENDENT AUDITORS' REPORT

Members
United Occupational Medicine, LLC
Scottsdale, Arizona

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of United Occupational Medicine, LLC, which comprise the balance sheet as of December 31, 2024, and the related statements of operations and changes in members' equity, and cash flows for the period from April 1, 2024 through December 31, 2024, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of United Occupational Medicine, LLC, as of December 31, 2024, and the results of its operations and its cash flows for the period from April 1, 2024 through December 31, 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Members
United Occupational Medicine, LLC

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of United Occupational Medicine, LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about United Occupational Medicine, LLC's ability to continue as a going concern for a reasonable period of time.

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Phoenix, Arizona
April 15, 2025

UNITED OCCUPATIONAL MEDICINE, LLC
BALANCE SHEET
DECEMBER 31, 2024

ASSETS

CURRENT ASSETS		
Cash and Cash Equivalents	$	13,659
Accounts Receivable		437
Total Current Assets		14,096
Total Assets	$	14,096

MEMBERS' EQUITY

MEMBERS' EQUITY	$	14,096

See accompanying Notes to Financial Statements.

(3)

UNITED OCCUPATIONAL MEDICINE, LLC
STATEMENT OF OPERATIONS AND CHANGES IN MEMBERS' EQUITY
PERIOD FROM APRIL 1, 2024 THROUGH DECEMBER 31, 2024

REVENUE	$	2,630
OPERATING EXPENSES		5,015
NET LOSS		(2,385)
Members' Equity - Beginning of Period		-
Contribution from Members		16,481
MEMBERS' EQUITY - END OF PERIOD	$	14,096

See accompanying Notes to Financial Statements.

UNITED OCCUPATIONAL MEDICINE, LLC
STATEMENT OF CASH FLOWS
PERIOD FROM APRIL 1, 2024 THROUGH DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	$	(2,385)
Reconciliation of Net Loss to Net Cash Used by Operating Activities:		
Changes in Assets and Liabilities:		
Accounts Receivable		(437)
Net Cash Used by Operating Activities		(2,822)
CASH FLOWS FROM FINANCING ACTIVITIES		
Members Contribution		16,481
NET INCREASE IN CASH AND CASH EQUIVALENTS		13,659
Cash and Cash Equivalents - Beginning of Period		-
CASH AND CASH EQUIVALENTS - END OF PERIOD	$	13,659

See accompanying Notes to Financial Statements.

(5)

UNITED OCCUPATIONAL MEDICINE, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principal Business Activity

United Occupational Medicine, LLC (the Company) was formed on May 8, 2023 in the state of Arizona and began operations in April 2024. The Company was established for the purpose of selling franchises under the Ervexia Occupational Health brand. Ervexia Occupational Health provides occupational health services such as physicals, drug and alcohol testing, DNA testing, and other wellness programs.

Franchisee activity for the period April 1, 2024 though December 31, 2024 was as follows:

Franchised Locations:	
Unit Count as of April 1, 2024	-
Unit Openings During 2024	2
Unit Closings During 2024	-
Unit Count as of December 31, 2024	2
Affiliated Locations:	
Unit Count as of April 1, 2024	2
Unit Openings During 2024	-
Unit Closings During 2024	-
Unit Count as of December 31, 2024	2
Total Unit Count as of December 31, 2024	4

Basis of Presentation

The Company's financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

Estimates and Assumptions

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Allowances for Credit Losses and Accounts Receivable

Accounts receivable consists primarily of franchise royalty fees and receivables from franchised facilities. An allowance for credit losses is determined based on management's evaluation of historical losses and the financial stability of its franchisees.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Allowances for Credit Losses and Accounts Receivable (Continued)

The Company records accounts receivable and contract assets at their face amounts less an allowance for credit losses. The allowance represents an estimate of expected credit losses based upon a specific review of all significant outstanding invoices. For those invoices not specifically reviewed, provisions are provided at differing rates, based upon the age of the receivable, historical experience and current and expected future economic conditions. The Company writes-off a receivable and charges it against its recorded allowance when management have exhausted collection efforts without success. There was no allowance for estimated credit losses at December 31, 2024.

Advertising Costs

Advertising costs include franchise marketing and advertising costs. These costs are expensed as incurred. Advertising costs for the period ended December 31, 2024 were $1,000.

Income Taxes

The Company and its members have elected to be treated as a partnership for income tax reporting purposes. Accordingly, the members are taxed on the Company's income. Therefore, no provision or liability for income tax is included in the financial statements.

The Company follows the income tax standard for uncertain tax positions. The Company recognized no liability for uncertain tax positions for the period ended December 31, 2024.

Revenue Recognition

The Company recognizes revenue when its customer obtains control of promised goods or services in an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services. To determine revenue recognition for the arrangements that the Company determines are within the scope of Topic 606, the Company performs the following five steps: (1) identify the contract(s) with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the Company satisfies a performance obligation.

Royalties and Advertising Fund Revenue

The Company collects royalties and advertising fund fees, as stipulated in the franchise agreement, currently equal to 8% and 1% of gross revenues, respectively. Royalties and advertising fund fees are calculated as a percentage of sales over the term of the franchise agreement. The franchise agreement royalties and advertising fund fees, represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchisee store-level sales occur. Royalties and advertising fund fees are collected monthly. For the period ended December 31, 2024, the Company waived its royalties and advertising fund fees.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Franchise Fees

The Company generally requires the entire nonrefundable initial franchise fee to be paid upon execution of the franchise agreement, which typically has an initial term of ten years. Initial franchise fees are recognized ratably on a straight-line basis over the term of the franchise agreement. The Company's services under the franchise agreement include: training of franchisees and staff, site selection, the right to use trademarks and proprietary information, and ongoing operations support. The Company generally does not provide financing to franchisees and offers no guarantees on their behalf. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. For the period ended December 31, 2024, the Company waived the franchise fees.

Technology Fees

The Company charges a technology fee of $149 per month for access to its CRM software, training software and other technology. Technology fees are collected monthly and recognized as revenue in the month the services are provided.

Subsequent Events

In preparing this financial statement, the Company has evaluated events and transactions for potential recognition or disclosure through April 15, 2025, the date the financial statement was available to be issued.

NOTE 2 MEMBERS' EQUITY

Members' equity consists of a single class of members' interest.

NOTE 3 RELATED PARTIES

The two affiliate franchisee locations paid technology fees to the Company during the period ended December 31, 2024 totaling approximately $1,750, of which, approximately $295 was included in accounts receivable.

LIST OF AREA REPRESENTATIVES

EXHIBIT E

ERVEXIA OCCUPATIONAL HEALTH™
LIST OF CURRENT AREA REPRESENTATIVES

Opened Area Representative Franchise Outlets as of December 31, 2025:

State	Name of Area Rep	Contact Name	Address	Phone
Arkansas	Arkansas Physical Medicine and Rehabilitation	Steve Bennett	636 West Broadway North Little Rock, AR 72114	501-374-1153

Area Representative Franchisees with Signed Area Representative Agreements But Outlet Not Yet Opened as of December 31, 2025:

None

The following lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of Area Representatives who had an opened outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement with us during our most recently completed fiscal year or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

None

TRANSFER AGREEMENT

EXHIBIT F

ERVEXIA OCCUPATIONAL HEALTH™
TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (the "Agreement") is made and entered into and effective as of the day of _____________, 20___ ("the Effective Date"), by and between UNITED OCCUPATIONAL MEDICINE, LLC, an Arizona Limited Liability Company ("Franchisor"), and _______________________________ ("Area Representative" or "Assignor"), and each undersigned owner of Area Representative franchise and his or her spouse (individually, a "Area Representative Franchise Owner," and collectively, the "Area Representative Franchise Owners"), and ___________________ ("Assignee"), and each undersigned owner of Assignee and his or her spouse (individually, an "Assignee Owner," and collectively, the "Assignee Owners") (collectively, Franchisor, Area Representative Franchise, Area Representative, Assignee, and Assignee Owners are referred to hereinafter as the "Parties").

RECITALS

WHEREAS, Franchisor and Area Representative previously entered into that certain Area Representative Agreement dated ___________________ and any and all addenda thereto (collectively the "Agreement"), granting to Area Representative that certain ERVEXIA OCCUPATIONAL HEALTH™ Area Representative franchise in __________________________ ("Development Area"), and hereinafter the "Area Representative";

WHEREAS, the Agreement provides as follows with respect to the Transfer (as defined below) of the Agreement, the Area Representative Franchise, or any interest therein:

a. Section 14.4 of the Agreement states that any Transfer (as defined below) of the Area Representative's interest in the Agreement or of Area Representative's rights or privileges under the Agreement must be approved by Franchisor in writing before such Transfer may be made or become effective;

b. Section 14.5 of the Agreement sets forth certain terms and conditions that must be complied with, or that Franchisor may require be complied with, before any Transfer may be made or become effective; and

WHEREAS, Area Representative and/or each undersigned Area Representative Franchise Owner wish(es) to Transfer (as set forth in Section 14 of the Agreement) to Assignees the following interest (the "Transferred Interest"):

____
____
____

WHEREAS, Franchisor is willing to consent to the above Transfer of the Transferred Interest, and the Parties desire that the Transfer be made in accordance with the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual agreements, covenants and undertakings herein contained and other valuable consideration, the adequacy of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Recitals. The above recitals are hereby incorporated into and made part of this Agreement.

2. Consent to Transfer. Franchisor hereby consents to the Transfer of the Transferred Interest as described in the Recitals. The following conditions apply to the transfer:

A. The Franchisor represents and warrants that the conditions for approval of Transfer as set forth in Section 14.5 of the Agreement, except to the extent such requirements have been otherwise addressed by the Parties, have been fully and completely satisfied to Franchisor's satisfaction.

B. Notwithstanding the foregoing, the _______________ agrees to pay a transfer fee to Franchisor equal to $___________ ("the Transfer Fee"). The Transfer Fee must be paid before the Transfer will be approved, and before ERVEXIA OCCUPATIONAL HEALTH™ will countersign this Agreement.

3. Release. Area Representative and/or each undersigned Area Representative Franchise Owner, and their present or former affiliated entities, officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through them (the "Releasing Entities"), hereby fully release Franchisor and its present or former affiliated entities, and their respective officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through it (the "Released Entities") from any and all liabilities, claims, demands, debts, damages, obligations and causes of action of any nature or kind, whether presently known or unknown, which the Releasing Entities may have against the Released Entities, whether arising prior to or after the date this Agreement is executed, and which are related to or arise out of the Transferred Interest or the Agreement.

4. Non-Competition; Non-Solicitation; Confidentiality.

A. *Definitions.* Wherever used in this Section 5, the term "Franchisor" shall refer to Franchisor and any affiliate, subsidiary, or any successor or assign of Franchisor. Wherever used in this Section, the phrase "directly or indirectly" includes, but is not limited to, acting, either personally or as principal, owner, shareholder, employee, independent contractor, agent, manager, partner, joint venturer, consultant, or in any other capacity or by means of any corporate or other device, or acting through the spouse, children, parents, brothers, sisters, or any other relatives, friends, trustees, agents, or associates of any of the undersigned parties. Wherever used in this Section, the term "employees" shall refer to employees of Franchisor; any affiliate, subsidiary, or any successor or assign of Franchisor; and any franchisee of Franchisor existing as of the date of this Agreement and, to the extent allowable by law, any other person that has been an employee (as defined above) in the twelve (12) months preceding the date of this Agreement. Whenever used in this Section, the term "Confidential Information" shall be defined as provided in Section 9.1 of the Agreement, which provisions are hereby incorporated by reference.

B. *Consideration*. The undersigned Parties acknowledge that consideration for this Agreement has been provided and is adequate. The consideration includes, but is not limited to, the granting of the Area Representative Franchise to Area Representative and/or each undersigned Owner, and Franchisor's consent to the Transfer of the Transferred Interest as provided in this Agreement.

C. *Need for this Agreement*. The undersigned Parties recognize that in the highly competitive business in which Franchisor and its affiliates and franchisees are engaged, preservation of Confidential Information is crucial and personal contact is important in securing new Area Representatives and employees, and retaining the goodwill of present franchisees, employees, customers, and suppliers. Personal contact is a valuable asset and is an integral part of protecting the business of Franchisor. Area Representative and/or each undersigned Owner recognize that it has had substantial contact with Franchisor's employees, customers, and suppliers and Confidential Information. For that reason, Area Representative and/or each undersigned Owner may be in a position to take for his or her benefit the Confidential Information and goodwill Franchisor has with its employees and Confidential Information now or in the future. If Area Representative and/or each undersigned Owner, after the Transfer of the Transferred Interest as provided in this Agreement, takes advantage of such Confidential Information or goodwill for Franchisee's and/or each undersigned Owner's own benefit, then the competitive advantage that Franchisor has created through its efforts and investment will be irreparably harmed.

D. *Non-Competition with Franchisor*. Area Representative and/or each undersigned Owner of Area Representative Franchise agrees that for twenty-four (24) months following the date of this Agreement, neither Area Representative, nor any Owner, nor any member of Area Representative's or an Owner's immediate family will have any direct or indirect interest (e.g., through a spouse) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business located or operating: (a) within twenty-five (25) miles of the Area Representative's current Development Area; or (b) within twenty-five (25) miles of any ERVEXIA OCCUPATIONAL HEALTH™ Area Representative franchise in operation or development on the date of this Agreement. The term "Competitive Business" means any business which derives more than Ten Thousand and No/100 Dollars ($10,000.00) of revenue per year from the performance of occupational health services or related services, or any business which grants franchises or licenses to others to operate such a business, other than a ERVEXIA OCCUPATIONAL HEALTH™ franchise operated under an Area Representative agreement with us.

E. *Non-Solicitation of Franchisor's Employees*. Area Representative and/or each undersigned Owner agrees that for twelve (12) months after the date of this Agreement, it will not directly or indirectly: (a) induce, canvas, solicit, or request or advise any employees of Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ Area Representative franchise to accept employment with any person, firm, or business that competes with any business of Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ franchise; or (b) induce, request, or advise any employee of Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ franchise to terminate such employee's relationship with Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ franchise; or (c) disclose to any other person, firm, partnership, corporation or other entity, the names, addresses or telephone numbers of any of the employees of Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ franchise, except as required by law.

F. *Non-Solicitation of Franchisor's Customers*. Area Representative and/or each undersigned Owner agrees that for twelve (12) months after the date of this Agreement, it will not directly or indirectly: (a) induce, canvas, solicit, or request or advise any customers of Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ franchise to become customers of any person, firm, or business that competes with any business of Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ franchise; or (b) induce, request or advise any customer of Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ franchise to terminate or decrease such customer's relationship with Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ franchise; or (c) disclose to any other person, firm, partnership, corporation or other entity, the names, addresses or telephone numbers of any of the customers of Franchisor, the Area Representative Franchise, or any ERVEXIA OCCUPATIONAL HEALTH™ franchise, except as required by law.

G. *Confidential Information*. Area Representative and/or each undersigned Owner agrees at all times following the date of this Agreement, to hold the Confidential Information in the strictest confidence and not to use such Confidential Information for Area Representative's and/or each undersigned Owner's personal benefit, or the benefit of any other person or entity other than Franchisor, or disclose it directly or indirectly to any person or entity without Franchisor's express authorization or written consent. Area Representative and each undersigned Owner fully understand the need to protect the Confidential Information and all other confidential materials and agree to use all reasonable care to prevent unauthorized persons from obtaining access to Confidential Information at any time.

5. <u>Subordination.</u> Area Representative and/or each undersigned Owner and Assignee each agrees that all of Assignee's obligations to make any installment payments to or for the benefit of Franchisee and/or an undersigned Owner in connection with the Transfer of the Transferred Interest as provided under this Agreement shall be subordinate to Assignee's obligations under the Agreement or any New Agreement (as defined below) to pay to us or our affiliates any fees and payments provided for therein.

6. <u>No New FA</u>. Assignee agrees that in connection with the Transfer of the Transferred Interest to it, Assignee shall be bound by all of the terms and conditions of the existing Agreement and that a new Agreement will not be executed by the Assignee. As such, any and all deadlines in the Agreement shall remain unchanged. Assignee will also be bound by the terms of any and all addenda to the Agreement, which are attached as Exhibit A hereto. Each principal owner of the Assignee shall execute the Guaranty and Assumption of Obligations in

the form attached as Exhibit B hereto. The executed Guaranty and Assumption of Obligations shall be submitted to Franchisor with an executed copy of this Agreement.

OR

New FA. Assignee agrees that in connection with the Transfer of the Transferred Interest to it, Assignee shall sign at Franchisor's request the form of Franchisee Agreement currently used by Franchisor in selling and offering franchises like the Area Representative Franchise (the "New Agreement").

7. Guaranty of Obligations. In consideration of, and as an inducement to, the execution of this Agreement by Franchisor, each of the undersigned Assignee Owners hereby personally and unconditionally guarantees to Franchisor and its successors and assigns that the Assignee Owners will punctually pay and perform each and every undertaking, agreement and covenant of Assignees set forth in the Agreement; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including without limitation, monetary obligations, the obligations to take or refrain from taking certain actions and arbitration of disputes. Each of the undersigned Assignee Owners waives (1) protest and notice of default, demand for payment or nonperformance of any obligations guaranteed by this Section 8; (2) any right the Assignee Owners may have to require that an action be brought against Franchisor or any other person as a condition of the Assignee Owners' liability; (3) all right to payment or reimbursement from, or subrogation against, Franchisor which Assignee Owners may have arising out of this guaranty of Assignee; and (4) any and all other notices and legal or equitable defenses to which Assignee Owners may be entitled in its capacity as guarantor. Each of the undersigned Assignee Owners consents and agrees that (1) its direct and immediate liability under this Section shall be joint and several; (2) it will make any payment or render any performance required under the Agreement on demand if Assignee fails or refuses to do so when required; (3) its liability will not be contingent or conditioned on our pursuit of any remedies against Assignees or any other person; (4) its liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Assignee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims; and (5) the guaranty under this Section will continue and be irrevocable during the term of the Agreement and afterward for so long as Assignee has any obligations under the Agreement. If Franchisor is required to enforce the guaranty provided for under this Section in a judicial or arbitration proceeding, and prevail in such proceeding, then each of the undersigned Assignee Owners agrees that Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by any undersigned Assignee Owner to comply with the guaranty provisions of this Section, then the Assignee Owners shall reimburse Franchisor for any of the above-listed costs and expenses incurred by Franchisor.

8. Breach. The Parties hereby agree that each of the matters stated herein are important, material, and confidential, and substantially affect the effective and successful conduct of the business of Franchisor and its reputation, and goodwill. Any breach of the terms of this Agreement is a material breach of this Agreement, which will result in substantial and irreparable injury to Franchisor, for which the breaching Party may be preliminarily and permanently enjoined and for which the breaching Party shall also pay to Franchisor all damages (including, but not limited to, compensatory, incidental, consequential and lost profits damages) which arise from the breach, together with interest, costs and Franchisor's reasonable attorneys' fees (through final unappealable judgment) to enforce this Agreement. This Agreement does not limit any other remedies available at law or in equity available to Franchisor.

9. No Waiver. Franchisor may waive a provision of this Agreement only in writing executed by an authorized representative. No Party shall rely upon any oral representations as to a waiver of any provision of this Agreement. No waiver by a Party of a breach by another Party of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach by the breaching Party.

10. Assignment. This Agreement is fully transferable by Franchisor. Area Representative and/or each undersigned Area Representative Franchise Owner, Assignee and Assignee Owner shall not assign, convey, sell, delegate, or otherwise transfer this Agreement or any right or duty hereunder without obtaining Franchisor's prior written consent.

11. Binding Agreement. This Agreement shall be binding upon the Parties' heirs and legal representatives. This Agreement shall be enforceable by the successors and assigns of Franchisor, any person or entity which purchases substantially all of the assets of Franchisor, and any subsidiary, affiliate or operation division of Franchisor.

12. Headings. The paragraph headings of this Agreement are not a substantive part of this Agreement and shall not limit or restrict this Agreement in any way.

13. Choice of Law and Venue. This Agreement shall be construed in accordance with and governed for all purposes by the laws of Arizona. If any action or proceeding shall be instituted by any Party, or any representative thereof, all Parties and their representatives hereby consent and will submit to the jurisdiction of, and agree that venue is proper in Maricopa County, State of Arizona.

14. Severance and Reformation. In case any one or more of the provisions or restrictions contained in this Agreement, or any part thereof, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or restrictions of this Agreement. In case any one or more of the provisions or restrictions contained in this Agreement shall, for any reason, be held to be unreasonable, improper, overbroad or unenforceable in any manner, it is agreed that they are divisible and separable and should be valid and enforceable to the extent allowed by law. The intention of the Parties is that Franchisor shall be given the broadest protection allowed by law with respect to this Agreement.

15. Entire Agreement. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon any Party unless in writing and signed by the Parties. Insofar as matters within the scope of this Agreement are concerned, this Agreement is the entire Agreement between the Parties and replaces and supersedes all prior agreements and understandings pertaining to the matters addressed in this Agreement. There are no oral or other agreements or understandings between the Parties affecting this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts (via electronic means or facsimile), all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

17. Opportunity to Seek Independent Advice. The undersigned Parties recognize that this Agreement is an important document that affects their legal rights. For this reason, the Parties may wish to seek independent legal advice before accepting the terms stated herein. The undersigned Parties acknowledge that they have had an opportunity to seek such independent legal advice. They acknowledge that they have read and understand the provisions contained herein and acknowledge receipt of a copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Agreement as of the day and year first above written.

FRANCHISOR	AREA REPRESENTATIVE
______________________________	______________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: ________________ (Principal Operator) ________________ (Position) of ________________ (Entity Name)

ASSIGNEES

____

By: ______________________________________

_________________________________(Title)

EXHIBIT A
TO TRANSFER AGREEMENT

AREA REPRESENTATIVE AGREEMENT AND ADDENDA (IF ANY)

(ATTACHED)

EXHIBIT B
TO TRANSFER AGREEMENT
GUARANTY & ASSUMPTION OF OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Transfer Agreement dated ________ __________________, 20___, by and between United Occupational Medicine, LLC, a Delaware corporation company ("us"), ______________________, ("Assignor"), and __________________________ ("Assignee") for relating to the Area Representative Agreement dated ___________________, and all addenda thereto (collectively the "Agreement"), each of the undersigned owners of the Assignee and their respective spouses (the "Assignee Owners" or "you"), hereby personally and unconditionally agree to perform and keep during the terms of the Agreement, each and every covenant, obligation, payment, agreement, and undertaking on the part of Assignee contained and set forth in the Agreement. Each of you agree that all provisions of the Agreement relating to the obligations of Assignee, including, without limitation, the covenants of confidentiality and non-competition and other covenants set forth in the Agreement, shall be binding on you.

Each of you waives (1) protest and notice of default, demand for payment or nonperformance of any obligations guaranteed by this Guaranty; (2) any right you may have to require that an action be brought against Assignee or any other person as a condition of your liability; (3) all right to payment or reimbursement from, or subrogation against, the Assignee which you may have arising out of your guaranty of the Assignee's obligations; and (4) any and all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantor.

Each of you consents and agrees that (1) your direct and immediate liability under this Guaranty shall be joint and several; (2) you will make any payment or render any performance required under the Agreement on demand if Assignee fails or refuses to do so when required; (3) your liability will not be contingent or conditioned on our pursuit of any remedies against Assignee or any other person; (4) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Assignee or to any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims; and (5) this Guaranty will continue and be irrevocable during the term of the Agreement and afterward for so long as the Assignee has any obligations under the Agreement.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we will be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by you to comply with this Guaranty, you agree to reimburse us for any of the above-listed costs and expenses incurred by us.

This Guaranty may be executed in counterparts (via electronic means or facsimile), all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

This Guaranty is now executed as of the Agreement Date.

ASSIGNEES

____
By: ___________________________________
______________________________(Title)

General Release

Exhibit G

ERVEXIA OCCUPATIONAL HEALTH™
GENERAL RELEASE

THIS GENERAL RELEASE AGREEMENT ("Release") is made and entered into this ______ day of _____________, 20__, by and between United Occupational Medicine, LLC, a Delaware corporation ("Franchisor"), and __________________________________, a _______________ corporation/limited liability company/partnership (circle one) ("Area Representative"), and each owner of Area Representative Franchise and his or her spouse (individually, an "Owner," and collectively, the "Owners") (collectively, Franchisor, Area Representative, and Owners are referred to hereinafter as the "Parties").

WITNESSETH

WHEREAS, the Parties previously entered into that certain Area Representative Agreement dated _________________, 20___ (the "Agreement"), granting Area Representative the right to operate an Area Representative Franchise Business of Franchisor ("Clinic") for a specific Term (as defined in the Agreement); and

WHEREAS, Area Representative desires to renew the Agreement for an additional Term (as defined in the Agreement); and

WHEREAS, Section 2.4(c) of the Agreement requires Area Representative and each of its Owners and their respective spouses to execute, in favor of Franchisor and its officers, directors, agents, and employees, and Franchisor's affiliates and their officers, directors, agents, and employees, as a condition to renew the Agreement, a general release from liability of all claims that Area Representative, its Owners, and their respective spouses may have against Franchisor, its affiliates, and their respective owners, officers, directors, employees, and agents; and

WHEREAS, the Parties desire to enter into this Release to comply with the requirements of the Agreement and preserve Area Representative's eligibility to renew the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other valuable consideration, the Parties hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated into and made part of this Release.

2. Release. Area Representative, each Owner and his or her spouse, and their present or former affiliated entities, officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through them (the "Releasing Entities"), hereby fully release Franchisor and its present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, and Franchisor's affiliates and their respective present or former officers, directors, shareholders, partners, members, employees, contractors, agents, predecessors, successors, assigns, attorneys, representatives, heirs, personal representatives and any spouses of each, as well as all other persons, firms, corporations, limited liability companies, associations or partnerships or other affiliated entities claiming by or through Franchisor (the "Released Entities") from any and all liabilities, claims, demands, debts, damages, obligations and causes of action of any nature or kind, whether presently known or unknown, which the Releasing Entities may have against the Released Entities as of the date this Release is executed.

3. Miscellaneous.

A. This Release contains the entire agreement and representations between the Parties hereto with respect to the subject matter hereof. This Release supersedes and cancels any prior understanding or agreement between the parties hereto whether written or oral, express or implied. No modifications or amendments to this Release shall be effective unless in writing, signed by all Parties.

B. In the event any provision hereof, or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining portion of any provision, or of any other provision hereof, and each provision of this Release shall be deemed severable from all other provisions hereof.

C. This Release shall be governed by the laws of the State of Arizona. Any litigation or court action arising under or related to this Release shall be filed in state or federal court in Maricopa County, State of Arizona.

D. In the event a court action is brought to enforce or interpret this Release, the prevailing Party in that proceeding or action shall be entitled to reimbursement of all of its legal expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred. The prevailing Party shall be entitled to reimbursement of all such expenses both in the initial proceeding or action and on any appeal therefrom.

E. This Release is binding on the Parties hereto and their respective successors, heirs, beneficiaries, agents, legal representatives, and assigns, and on any other persons claiming a right or interest through the Parties.

F. This Release may be executed in any number of counterparts (via electronic means or facsimile), all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Release as of the day and year first above written.

FRANCHISOR	AREA REPRESENTATIVE
________________________	________________________
By: Matthew Hale President of Franchising of United Occupational Medicine, LLC	By: ____________ (Principal Operator) ____________ (Position) of ____________ (Entity Name)

State Effective Dates

Exhibit H

STATE EFFECTIVE DATES

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

This Franchise 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	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ACKNOWLEDGEMENT OF RECEIPT

EXHIBIT I

ACKNOWLEDGEMENT OF RECEIPT BY PROSPECTIVE AREA REPRESENTATIVE

The disclosure document summarizes certain provisions of the Area Representative agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If United Occupational Medicine, LLC offers you an Area Representative franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If United Occupational Medicine, 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, DC 20580, and the appropriate state agency listed in Exhibit A.

Issuance Date: March 21, 2026

The following franchise seller(s) will represent us in connection with the sale of our franchises: Dallas Humble, CDO,7047 E. Greenway Pkwy # 250, Scottsdale, AZ 85254, (928) 275-1450.

I have received the Disclosure Document dated March 21, 2026 , which included the following Exhibits:

A. Directory of State Administrators & Agents for Service of Process
B. Area Representative Agreement
C. Operations Manual for Area Representatives
D. Financial Statements
E. List of Area Representatives
F. Transfer Agreement
G. General Release
H. State Effective Dates
I. Receipts

____
Prospective Area Representative Signature

____
Printed Name

Date Received: ________________________

Instructions for returning the receipt:

If the disclosure document is not delivered in person, the prospective franchisee must sign both copies, retaining one (1) for the prospective franchisee's records. The other copy must be mailed to the franchisor: United Occupational Medicine LLC, at 7047 E. Greenway Pkwy #250, Scottsdale, AZ 85254, or by emailing a copy of the signed and dated receipt to us at franchise@ervexia.com.

ACKNOWLEDGEMENT OF RECEIPT BY PROSPECTIVE AREA REPRESENTATIVE

The disclosure document summarizes certain provisions of the Area Representative agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If United Occupational Medicine, LLC offers you an Area Representative franchise, it must provide this disclosure document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If United Occupational Medicine, 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, DC 20580, and the appropriate state agency listed in Exhibit A.

Issuance Date: March 21, 2026

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A. Directory of State Administrators & Agents for Service of Process
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C. Operations Manual for Area Representatives
D. Financial Statements
E. List of Area Representatives
F. Transfer Agreement
G. General Release
H. State Effective Dates
I. Receipts

______________________________ ______________________________

Prospective Area Representative Signature Printed Name

Date Received: ____________________

Instructions for returning the receipt:

If the disclosure document is not delivered in person, the prospective franchisee must sign both copies, retaining one (1) for the prospective franchisee's records. The other copy must be mailed to the franchisor: United Occupational Medicine LLC, at 7047 E. Greenway Pkwy #250, Scottsdale, AZ 85254, or by emailing a copy of the signed and dated receipt to us at franchise@ervexia.com.