

FRANCHISE DISCLOSURE DOCUMENT



United Occupational Medicine, LLC
7047 E. Greenway Pkwy # 250
Scottsdale, AZ 85254
Phone: (928) 275-1450
Email: franchise@ervexia.com
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We offer single-unit franchises that will conduct business under the name of Ervexia Occupational Health™ and will own and operate a business that will deliver fast, efficient, and dependable occupational health services, such as DOT Physicals, drug alcohol testing, DNA testing, and wellness programs in an existing healthcare practice or a new stand-alone clinic (a "Clinic"). Each Unit Franchise will report to and receive support directly and indirectly from our corporate headquarters.

The total investment necessary to begin operation of an add on Ervexia Occupational Health™ Unit Franchise ranges from \$45,269 to \$96,769. This includes \$35,000 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of a new stand-alone Ervexia Occupational Health™ Unit Franchise ranges from \$89,269 to \$202,769. This includes \$35,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 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 for United Occupational Medicine, LLC, 7047 E. Greenway Pkwy #250, Scottsdale, AZ 85254, (928) 275-1450.

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: April 30, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about 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 Occupational Health™ 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 Occupational Health™ 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*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About This Franchise

1. **Out-of-State Dispute Resolution.** Out-of-state dispute resolution. The Franchise 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. **Spousal Liability.** 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. **Unregistered Trademark.** 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. **Financial Condition.** 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. **Short Operating History.** 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.

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

United Occupational Medicine LLC, an Arizona Limited Liability Company, is offering prospective Franchisees the opportunity to operate a Unit 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 Medicine LLC, the franchisor (but not the Franchisor’s officers, directors, agents or employees). “You” or “Franchisee” means the person who buys a franchise from us. The term “Unit Franchise” or “Unit Franchises” mean one or several Ervexia Occupational Health™ single-unit franchises. If you are a corporation, partnership or other entity, our Franchise Agreement will also apply to your owners, officers and directors. Unless otherwise indicated, the term “Franchised Business” means an Ervexia Occupational Health™ Unit 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 13, 2018, and is owned by our Sterling Health and Wellness LLC, 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 executed a franchise agreement and area representative agreement 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 Occupational Health™ Franchised Businesses must operate in compliance with our business operating system (the “System”) under the trade name and service mark “Ervexia Occupational Health™” and the other trade names, service marks, trademarks, logos, emblems and other indicia of origin that we designate in writing for use by Ervexia Occupational Health™ businesses operating under the System (collectively, the “Marks”). The System includes our methods and procedures for the establishment, management and operation of Ervexia Occupational Health™ Franchised Businesses, 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 Occupational Health™ single unit franchises, referred to as Clinics or Unit Franchises or businesses; and 2) Ervexia Occupational Health™ area representative franchises, referred to as Area Representative franchises or businesses. We began offering Unit Franchises and Area Representative franchises in January 2024. Area Representative franchises are offered under a separate Disclosure Document (“AR FDD”). This Disclosure Document is for our Unit Franchise concept only and does not contain information about the costs of opening or operating an Area Representative franchise. Neither we nor our affiliates currently own or operate any Unit Franchise or Area Representative franchises, which are subject to franchise or area representative agreements, however, we or they may in the future.

Unit Franchises

Ervexia Occupational Health™ Unit Franchises have been developed to offer occupational medicine services performed by licensed professionals. The Ervexia Occupational Health™ philosophy is focused on delivering fast, efficient, and dependable occupational health services, such as DOT and Non-DOT Physicals, drug and alcohol testing, DNA testing and wellness programs in an existing healthcare practice or a stand-alone clinic. Each Clinic will also offer Functional Capacity Evaluations, Pulmonary Function Testing, Audio-metric Testing, Vision Testing and Laboratory Testing. We may in the future, authorize Ervexia Occupational Health™ Unit Franchises to offer additional services and products.

We offer Ervexia Occupational Health™ Unit Franchises to persons or legal entities that meet our qualifications, and are willing to undertake the investment and effort to own and operate Franchised Businesses that will own, operate and/or manage Clinics that specialize in delivering fast, efficient, and dependable occupational health services, such as DOT Physicals, drug and alcohol testing, and DNA testing in an existing healthcare practice or a stand-alone clinic (a “Clinic”). You may purchase your Unit Franchise as a new, stand-alone Clinic (a “New Clinic or Franchise”), or you may begin utilizing the Ervexia Occupational Health™ franchise system at an existing medical or healthcare clinic (referred to as an “Add-On Clinic or Franchise”). If you are an unlicensed person, you may own and operate a Clinic only if it is permissible under applicable law, otherwise, you may only manage a Clinic for a licensed medical professional or entity that is authorized to own and operate a medical practice.

Professional Corporation/Management Company Structure

Except where unlicensed ownership and operation of a Clinic is allowed by applicable law, each Clinic must be owned and operated by 1 or more licensed professionals (typically persons licensed or certified to practice medicine) that will provide occupational medical services in the state in which the Clinic is located. In those states that require a Professional Corporation (“PC”) (or similar entity, such as a professional limited liability company structure) to own and/or operate a medical practice, you as a potential franchisee will, in those circumstances, supply management and general business services to the PC, who will in turn, own and operate the practice where occupational health services are delivered. We expect that these licensed professionals (persons licensed or certified to practice medicine) will form a “PC”, and will operate the PC with or as permitted under local and state laws.

To operate a Unit Franchise, you must enter into a Franchise Agreement with us. A copy of our Franchise Agreement is included as Exhibit B to this Disclosure Document. If you are a non-licensed Unit Franchisee, in addition to signing the Franchise Agreement with us, before you begin operating the Franchised Business, you must enter into a management services agreement (“Management Services Agreement”) with a PC. Depending on the law of your state, if you are a licensed medical professional and/or have your own PC, you may not be required to execute a Management Services Agreement. Under a Management Services Agreement, a non-licensed Unit Franchisee will provide a PC with management, administrative services and general business and operational support consistent with the System and generally supports the PC’s medical practice and its delivery of occupational medicine services and related products to patients at a Clinic; consistent and in compliance with all applicable laws and regulations. Subject to changes that may be required by laws of the state where you will

operate your Unit Franchise, you must use our applicable standard form of Management Services Agreement (Exhibit H of this Disclosure Document). While we provide you a generic form of management services agreement, you are responsible for ensuring that it complies with the laws and regulations of your state. If needed, you may negotiate the monetary terms and certain other discretionary business terms of your relationship as a management company for the PC, who owns and operates the occupational medicine practice and who delivers occupational medicine services for your Clinic. You must obtain our written approval of the final Management Services Agreement prior to signing it with a PC. Prior to entering into any agreement with a PC, you must also submit the PC and its licensed medical professionals, and their credentials, for our approval. You must maintain a current, conforming and compliant Management Services Agreement with a valid and approved PC, who is in regulatory good standing at all times during the operation of the Franchised Business.

The PC is responsible to employ and control any and all medical professionals and staff who provide actual occupational medicine services to be delivered at and through the Clinic where you operate your Franchised Business. A non-licensed Unit Franchisee may NOT provide nor direct the administering of any actual occupational medicine services, nor supervise, direct, control or suggest to the PC or its licensed medical professionals the manner in which the PC provides or administers actual medical services to its patients (except as described below under “Waiver of Management Services Agreement”). Due to various federal and state laws regarding the practice of medicine, and the ownership and operation of occupational medicine practices and health care businesses that provide medical services, it is critical that you, as a non-licensed Unit Franchisee, do not engage in practices that are, or may appear to be, the practice of medicine. The PC is responsible for, and must offer all medical services in accordance with all manner of law and regulation, a conforming Management Services Agreement and the System.

You must also ensure that your relationship with the PC for which you manage the Clinic complies with all laws and regulations, and that the PC complies with all laws and regulations and secures and maintains in force all required licenses, permits and certificates relating to the operation of a Clinic. Each state has medical, health, nursing, physician assistant, naturopathic, chiropractic, and other boards that determine rules and regulations regarding their respective members and the scope of services that may legally be offered by their members. The laws and regulations generally include requirements for the medical providers to hold required state licenses and registrations to work as licensed medical professionals or assistants in the state where the Clinic is located, and to hold required certifications by, or registrations in, any applicable professional association or registry. If a state or jurisdiction has such a law or regulation, these laws and regulations are likely to vary from state to state, and these may change from time to time.

Ownership and Operation of Clinics By Unlicensed Persons

In certain states, it may be permissible under the existing laws that may be applicable to medical professionals and/or practices, such as medical Clinics, for a non-licensed person to both own and operate a Clinic and a Unit Franchise, including hiring medical and other professional personnel and provide occupational medicine services to patients at the Clinic. If you determine that the laws that would apply to a Clinic in your state would permit you to do so, you may request that we waive certain requirements of the Franchise Agreement related to separating the operation of the medical aspects of the Clinic from the management aspects. In particular, you (i) may not need to enter into a management services agreement with a PC that, as a separate entity, would otherwise operate the Clinic and provide all medical services, and (ii) you would not be restricted from hiring and supervising medical professionals. Any waiver, or any modification of our standards, would be subject to compliance with all applicable laws and regulations. If we agree to do a waiver, we may require you to execute an Amendment to Waive Management Services Agreement (“Waiver Agreement”) (Exhibit I of this Disclosure Document). However, even if you do not execute the Waiver Agreement you will be required to (a) operate the Clinic, including performing all responsibilities and obligations of the PC under the Management Services Agreement, and (b) manage the Clinic as required in the Franchise Agreement and by performing all the responsibilities and obligations of the “Company” under the Management Services Agreement in conformity and be compliant with all applicable laws and regulations.

You are responsible for operating in full compliance with all laws that apply to a Clinic, and you must make your own determination as to your legal compliance obligations. Additionally, the laws applicable to your

Clinic may change, and if there are any regulations or other laws (including those relating to medicine) that would render your operation of the Clinic through a single entity (or otherwise) in violation of any regulations (including those relating to medicine), you must immediately advise us of such change and of the your proposed corrective action to comply with medical regulations, including (if applicable) entering into a management services agreement with a PC. Similarly, if we discover any such laws, upon providing you notice of such laws, you agree to make such changes as are necessary to comply with any regulations, including (if applicable) entering into a management services agreement with a PC.

If you are a non-licensed person or entity, if we grant you the right to operate a Franchised Business, neither we nor you are engaging in the practice of medicine or any other profession that requires specialized training or certification, and you, as franchisee, must not engage in the practice of medicine or any other profession that requires specialized training or certification, unless you are properly licensed to do so. The Franchise Agreement and Management Services Agreement will not interfere, affect or limit the independent exercise of professional judgment by the PC and its licensed medical professionals. It will be your responsibility for researching all applicable laws, and we strongly advise that you consult with an attorney and/or contact local, state and federal agencies before signing a Franchise Agreement with us, or a Management Services Agreement with a PC, to determine your legal obligations and evaluate the possible effects on your costs and operations.

Unit Franchises are typically located in existing medical practices or other similarly suitable locations, or other locations, such as medical or corporate Clinics where medical services are typically offered. In the future, we may also offer the right to operate a Franchised Business in a “Non-Traditional Site.” For purposes of this Disclosure Document, a “Non-Traditional Site” is defined as any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or centers.

Market and Competition

The market for Ervexia Occupational Health™ Unit Franchises includes all individuals who desire occupational medical care is well-established. 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 and companies. These competitors may include other medical 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 other medical and health services to their clients or patients.

Laws and Regulations

You are responsible for operating in full compliance with all laws that apply to your Franchised Business and any Clinics that you 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 medical services; the relationship of providers and suppliers of health care services, including anti-kickback laws (including the Federal Medicare Anti-Kickback Statute and similar state laws); restrictions or prohibition on fee splitting; physician self-referral restrictions (including the federal “Stark Law” and similar state laws); payment systems for medical benefits available to individuals through insurance and government resources (including Medicare and Medicaid); privacy of patient records (including the Health Insurance Portability and Accountability Act of 1996); use of medical devices; 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 must ensure that all employees that will work with patients in your Franchised Business undergo a background check.

Providing DOT physicals is regulated federally, which allows all Doctor of Chiropractic and other Licensed Medical Professionals such as MD’s and NP’s, to provide these services through a federal certification. At the state level, there might be certain restrictions on who can provide these services which will be up to you to determine.

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and the other licenses applicable to Clinics. You must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files and displayed as may be required. You must comply with all state and local laws and regulations regarding the management of any Clinic.

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

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

Some states may permit an unlicensed person to own and operate a medical practice, but require you to first obtain a license or permit. You understand that it is your responsibility to obtain all necessary licenses or permits to operate your franchise Unit Franchise.

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 in Groveport, OH, since October 13, 2018.

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 Franchise Fee

You must pay to us an initial fee ("Initial Franchise Fee") of \$35,000 upon signing your Franchise Agreement for each franchise you purchase. The initial franchise fee is not refundable under any circumstances. There is no financing available from us for the payment of the Initial Franchise Fee. We reserve the right to modify the Initial Franchise Fee in the future to reflect the changing costs of doing business and changes in the value of a Ervexia Occupational Health™ Unit Franchise. We may also discount the Initial Franchise Fee: (i) if we are unable to locate a Unit Franchisee in a particular area we consider desirable; or (ii) based on other subjective factors we deem important to the System.

Item 6 Other Fees

Fee	Amount	Due Date	Remarks
Royalty Fee	8% of monthly Gross Revenues subject to the following minimum Royalty Fees: Months 6-12: \$500/month Months 13-24: \$1,000/month Months 25-36: \$1,000 Months 37 and beyond: \$1,500	1 st of each month	We require this fee to be paid by an electronic transfer. See Note 1 & 2. Your obligation to pay the minimum Royalty Fee begins on the date that you are required to open your franchise for business under the Franchise Agreement, and not on the date that you actually open for business.
Minimum Local Advertising Spending	\$1,000 month	As incurred	This amount is not paid to us but spent by you in your local market.
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.
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.
Fee for Sale of Prohibited Products or Services	\$50 per day administrative fee plus the associated royalty fees due and any costs incurred by us	As incurred	Payable if you use, sell or distribute non-authorized products or services in your Unit Franchise.

Fee	Amount	Due Date	Remarks
Technology Fee	Currently \$149	Monthly	We require this fee to be paid by an electronic transfer. This is for access to our CRM, training software, and other technology. We may increase after giving your 30 days' prior written notice.
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 4.
Renewal Fee	50% of the then current Initial Franchise Fee	Upon renewal	Payable upon renewal of the Franchise Agreement.
Remodeling, expansion, redecorating or refurbishing costs	At least \$7,500 every 4 years	As incurred	Payable directly to vendors when you remodel, expand, redecorate or refurbish your Unit Franchise.
Fee for Sale of Prohibited Products or Services	\$100 per day administrative fee plus the associated royalty fees due and any costs incurred by us	As incurred	Payable if you use, sell or distribute non-authorized products or services in your Unit Franchise.
Transfer Fee	\$2,000	Before transfer completed	Applies to any transfer of the Franchise Agreement, the franchise, or a controlling interest in the franchise. See Note 5.
Relocation Fee	currently \$2,500	Before relocation is completed	Applies to any relocation of the Unit Franchise in the same market and as approved by us. 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.
Compliance Fee	\$50 a day plus	As incurred	Payable for each day you remain in violation of any franchise standard after we send you a notice of non-compliance.

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.
De-Identification	All amounts incurred by us	As incurred	Payable if we de-identify the franchise upon its termination, relocation, or expiration.
Additional Hands on Operational Assistance Fee	\$300 per person, per day, plus our expenses	As incurred	At any time if you wish to travel to one of our affiliate locations for additional hands on training, you will pay this fee.
Management Fee	3% of Gross Sales	1 st and 16 th of each month	Paid when we must appoint a person to manage your store because of death, disability, or your defaults under the Franchise Agreement.
Conference Fee	\$650 per person	As incurred	Tuition for attendance to our annual conference. This fee does not include meals, travel or lodging for any attendees.
Non-Sufficient Funds Fee	\$100	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, except fees to any Regional/Local Marketing Cooperative, which may be payable to us or to the Regional/Local Marketing Cooperative. We had no Regional or Local Marketing Cooperatives as of the date of this Disclosure Document. 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 Unit Franchise's gross revenues for any week, then we may debit your account for one hundred twenty percent (120%) of the Royalty Fee amounts that we debited during the previous week. If the Royalty Fee amount we debit are less than the Royalty 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 amount we debit is greater

than the Royalty 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, 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 the location, 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 Franchisee receives payment for any services through a check, ACH, wire or some other alternative payment method, Franchisee must manually enter the payment into our POS System. 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. For franchisees that operate as the management company for a PC and any of its Clinics under a Management Services Agreement, "Gross Sales" includes all revenues and receipts of the PC and any of its Clinics, even if those revenues are not recognized on the books of the Franchisee.
3. Termination Related Events. If the franchise agreement expires or terminates, we may give you notice of our interest in purchasing some or all of the assets of the franchised business within 30 days' notice of our election to purchase some or all of the assets of the franchised business within 60 days. If we give you either type of notice, we may appoint a person to oversee the operation of the franchised business by your personnel pending the closing on our purchase of the assets, and the Royalty Fee will be 10%, rather than 8% during the oversight period. In addition, during the oversight period, you must pay us a fee for the appointed person and for any persons doing onsite visits (currently \$400 per person, per day) and must reimburse us for the reasonable expenses of the appointed person and any persons doing onsite visits.

If the franchise agreement terminates after we have given you notice of default, because the default is non-curable or you have not cured the default within the appropriate cure period, and if we agree that the franchised business may continue to operate for a reasonable time while you attempt to sell it, we may appoint a person to oversee the operation of the franchised business by your personnel pending the sale of the franchised business, and the Royalty Fee will be 10%, rather than 8% during the oversight period. In addition, during the oversight period, you must pay us a fee for the appointed person and for any persons doing onsite visits (currently \$400 per person, per day) and must reimburse us for the reasonable expenses of the appointed person and any persons doing onsite visits.
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 reimburse us for reasonable expenses incurred by us in investigating and processing any proposed new owner where a transfer is not finalized, for any reason, and you will be responsible for all expenses we incur including but not limited to attorneys' fees we incur, up to a total of \$2,500. 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.

6. **Relocation.** Any Unit Franchise relocation site needs to be approved by the Franchisor in the same manner as the approval of the Unit Franchise's initial site and must be within the same trading areas as the previous Clinic location, as is determined by us in our sole and absolute discretion. The relocation fee is due to the Franchisor within a week after the site approval by the Franchisor.

Item 7 Estimated Initial Investment

Your Estimated Initial Investment

(Add-On Unit Franchise)

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (1)	\$35,000	\$35,000	Lump sum	Upon execution of the Franchise Agreement	Us
Furniture, Fixtures and Décor (2)	\$0	\$12,500	As agreed	Before opening	Vendors
Operating Equipment (3)	\$4,000	\$25,000	As agreed	Before opening	Vendors
Interior & Exterior Signage (4)	\$1,000	\$5,000	As agreed	Before opening	Vendors
Opening Inventory (5)	\$1,000	\$5,000	As agreed	Before opening	Vendors
Computer System (6)	\$0	\$5,000	As agreed	Before opening	Vendors and/or us
Technology Fee (6) (1 st 3 months)	\$447	\$447	As agreed	As incurred	Us
POS System (6) (1 st 3 months)	\$597	\$597	As agreed	As incurred	Vendors
Pass My Physical (Set up and 1 st 3 months) (6)	\$225	\$225	As incurred	As agreed	Vendors
Insurance (1 st 3 months) (7)	\$0	\$0	As agreed	Before opening	Insurer
Local Marketing Fee (1 st 3 months)	\$3,000	\$3,000	As incurred	As agreed	Vendors
Additional Funds (8) (1 st 3 months)	\$0	\$5,000	As agreed	As incurred	Landlords, Vendors, Employees
Total Estimated Initial Investment	\$45,269	\$96,769	Amount to open, including first 3 months of business		

Notes

1. **Initial Franchise Fee.** The details of the Initial Franchise Fee are described in Item 5, including available financing, and the conditions in which this fee is refundable.

2. Furniture, Fixtures & Decor. You will need to purchase furniture and fixtures for the Premises that meet our specifications and purchased from our approved vendors 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.
3. Operating Equipment. The cost of equipment will vary from location to location depending on the services offered when the location opens. This amount includes the cost for all the equipment a location will need to do most, if not all, the services we offer. This equipment will include a Draegar machine, Spirometer, Audiometer, and Fit Testing Machine.
4. Interior & Exterior Signage. The cost of signage and graphics will vary from location to location depending on lease requirements, local ordinances and restrictions, store frontage, and related factors. This amount includes localization graphics and signage. We may, at our discretion, provide assistance to you if needed. The final design must be submitted to us for review and approval.
5. Opening Inventory. You will need to purchase some initial marketing materials such as banners, flyers, brochures as well as simple office equipment such as desks and chairs if your location currently doesn't have.
6. Computer Systems. You will be required to purchase and use certain specific hardware and software for the operation of your Unit Franchise. We estimate that the cost for your required hardware necessary for your Unit Franchise (a computer and printer) will be \$2,500. You will be required to pay a monthly Technology Fee of \$149 for access to our CRM, training software, and other technology. You will also need to pay a monthly fee of \$199 to our required vendor for access and use of our required POS System and \$75 a monthly fee access to Pass My Physical to our required vendor for use of this required software.
7. Insurance. 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.
8. Additional Funds. 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. The actual expenses you incur during the start-up period will depend on factors such as how fully you follow our methods and procedures, your management skills, your experience and business acumen, location of your franchise, local economic conditions and market for your product, prevailing wage rate, competition, and sales level reached during this initial period.

Your Estimated Initial Investment
(New Stand-Alone Unit Franchise)

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (1)	\$35,000	\$35,000	Lump sum	Upon execution of the Franchise Agreement	Us
Security & Utility Deposits (2)	\$6,000	\$14,500	As agreed	Before opening	Landlord and /or utility companies
Lease Expenses (3) (1 st 3 months)	\$3,000	\$17,500	As Agreed	As agreed	Landlord
Architectural Fee	\$3,000	\$6,000	As agreed	Before opening	Architect
Construction and Improvements (3)	\$15,000	\$35,000	As agreed	Before opening	Landlord or construction contractors
Furniture, Fixtures and Décor (5)	\$5,000	\$12,500	As agreed	Before opening	Vendors
Operating Equipment (6)	\$4,000	\$25,000	As agreed	Before opening	Vendors
Interior & Exterior Signage (7)	\$4,000	\$12,000	As agreed	Before opening	Vendors
Opening Inventory (8)	\$1,000	\$5,000	As agreed	Before opening	Vendors
Computer System (9)	\$3,000	\$6,000	As agreed	Before opening	Vendors and/or us
Technology Fee (9) (1 st 3 months)	\$447	\$447	As agreed	As incurred	Us
POS System (9) (1 st 3 months)	\$597	\$597	As agreed	As incurred	Vendors
Pass My Physical (Set up and 1 st 3 months) (9)	\$225	\$225	As incurred	As agreed	Vendors
Business Licenses & Permits (10)	\$1,000	\$4,000	As incurred	As incurred	Government agencies
Professional Fees (11)	\$1,500	\$5,000	As incurred	As agreed	Vendors or Third Parties
Insurance (1 st 3 months) (12)	\$1,000	\$2,000	As agreed	Before opening	Insurer
Local Marketing Fee (1 st 3 months)	\$3,000	\$3,000	As incurred	As agreed	Vendors
Additional Funds (13) (1 st 3 months)	\$2,500	\$19,000	As agreed	As incurred	Landlords, Vendors, Employees
Total Estimated Initial Investment	\$89,269	\$202,769	Amount to open, including first 3 months of business		

Notes

1. Initial Franchise Fee. The details of the Initial Franchise Fee are described in Item 5, including available financing, and the conditions in which this fee is refundable.
2. Security & Utility Deposits. These are estimated amounts of lease costs, security and utility deposits. These amounts will vary in each market and may be refundable.
3. Lease Expenses. Your actual lease payments may vary, depending upon your location, its size, and your market's retail lease rates and negotiated terms. We recommend that you lease a space between 800 and 1,200 square feet with access to bathrooms, and provisions for telecommunication equipment and office furniture. Note: If you purchase instead of leasing the Premises for your Unit Franchise, then the purchase price, down payment, interest rates, and other financing terms will determine the amount of your monthly mortgage payments.
4. Construction and Improvements. 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.

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.

5. Furniture, Fixtures & Decor. You will need to purchase furniture and fixtures for the Premises that meet our specifications and purchased from our approved vendors 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.
6. Operating Equipment. The cost of equipment will vary from location to location depending on the services offered when the location opens. This amount includes the cost for all the equipment a location will need to do most, if not all, the services we offer. This equipment will include a Draegar machine , Spirometer, Audiometer, and Fit Testing Machine.
7. Interior & Exterior Signage. The cost of signage and graphics will vary from location to location depending on lease requirements, local ordinances and restrictions, store frontage, and related factors. This amount includes localization graphics and signage. We may, at our discretion, provide assistance to you if needed. The final design must be submitted to us for review and approval.
8. Opening Inventory. You will need to purchase some initial marketing materials such as banners, flyers, brochures as well as simple office equipment such as desks and chairs if your location currently doesn't have.
9. Computer Systems. You will be required to purchase and use certain specific hardware and software for the operation of your Unit Franchise. We estimate that the cost for your required hardware necessary for

your Unit Franchise (a computer and printer) will be \$4,500. You will be required to pay a monthly Technology Fee of \$149 for access to our CRM, training software, and other technology. You will also need to pay a monthly fee of \$199 to our required vendor for access and use of our required POS System. You will be required to pay \$75 a month for access to Pass My Physical to our required vendor for use of this required software.

10. Business Licenses & Permits. You may be required to obtain business licenses from the local government agency to operate your Franchised Business and/or enter into a Management Agreement with a PC in those states that require a PC to own the medical or healthcare practice. We have estimated these costs will be between \$1,000 and \$1,800 just for business licenses depending upon the jurisdiction. Management agreements and affiliations with PCs and any associated legal and/or accounting or set-up fees are variable depending upon state laws and regulations and the negotiated arrangement with the PC.
11. Professional Fees. You may incur legal fees, accounting fees, and other professional fees in order to incorporate your business, set up a PC, and/or to form a relations with a PC using a Management Agreement, review agreements relating to the operation of the franchise, to perform background checks and personality profiles of potential employees and medical professionals, and to perform all necessary tax filings and to set up a small business or a PC, including a general ledger, tax reports, payroll deposits, etc. These fees will vary by jurisdiction and state.
12. Insurance. 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.
13. Additional Funds. 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. The actual expenses you incur during the start-up period will depend on factors such as how fully you follow our methods and procedures, your management skills, your experience and business acumen, location of your franchise, local economic conditions and market for your product, prevailing wage rate, competition, and sales level reached during this initial period.

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 and Services

You must purchase certain products, supplies, insurance, inventory, signage, fixtures, furniture, equipment, décor, 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 equipment, fixtures, inventory, 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 Unit Franchises. 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.

Third Party Administrator ("TPA") Participation. Franchisee shall be required to join and maintain participation in such third-party administrators ("TPAs") as Franchisor designates from time to time under Franchisor's national agreements. Any enrollment, participation, or associated fees for such TPAs shall be deemed required expenditures under this Agreement. In the event that any payments or reimbursements under such agreements are made payable to Franchisor, Franchisor shall remit such funds to Franchisee within fifteen (15) days of receipt.

Approval of Alternative Suppliers

We do not have any specific written criteria for supplier selection and do not intend to prepare one. Therefore, we will not furnish its criteria for supplier approval to Franchisees. 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 Franchisee Purchases

In the year ending December 31, 2024, revenues from sale of required products and services to franchisees was \$0, or approximately 0% of our total revenues of \$0.

Franchisees are required to sign some agreements with required vendors. Copies of any such agreements (if any) are attached in Exhibit J of the Franchise Disclosure Document. The exact form of these agreements (if any) may change from time to time.

The cost of purchasing required products and services to our specifications will represent approximately 85% of your total purchases in establishing your franchise and approximately 50% of your total purchases during the operation of your franchise.

We may receive revenue or other consideration from any other suppliers for goods and services that we require or advise you to purchase. In the event we enter agreements with any such suppliers, we anticipate that any revenue or other consideration received will include certain promotional allowances, rebates, volume discounts, and other payments, that may range from 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 from standard pricing, and that it may facilitate our ability to pass along a portion of the savings 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 Unit Franchise. 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 Unit Franchises, or for all 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 Unit Franchises must participate in these programs or other promotions that we may adopt in the future.

Price Restrictions

To the extent permitted by applicable law, we may periodically establish maximum and/or minimum prices for products and services that Unit Franchises offer, including without limitation, prices for promotions in which all or certain Ervexia Occupational Health™ Unit Franchises participate. If we establish such prices for any services or products, you cannot exceed or reduce that price, but will charge the price for the service or product that we establish. You will apply any pricing matrix or schedule established by us. However, in states where you must enter a Management Services Agreement this provision will be modified, to the extent legally permissible, to conform to the laws of the state where your Franchise location will be located.

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 will be required to purchase and use certain specific hardware and software for the operation of your Unit Franchise. We estimate that the cost for your required hardware necessary for your Unit Franchise (a computer and printer) will be \$1,000-\$2,500. You will be required to pay a monthly Technology Fee of \$149 for access to our CRM, training software, and other technology. You will also need to pay a monthly fee of \$99 to our required vendor for access and use of our required POS System and \$75 a monthly fee for access to Pass My Physical software to our required vendor for use of this required software. Our Technology Fee does not include the monthly cost to purchase and/or maintain the POS System or any 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 after giving you 30-day prior written notice. We do not control the cost of the POS System and/or other required software, so those fees may be increased by our vendor from time to time.

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.

Credit Cards

You are required to honor all credit, charge, courtesy and cash cards that we approve in writing. To the extent you store, process, transmit or otherwise access or possess cardholder data in connection with the sale of products and services at the Unit Franchise, you are required to maintain the security of cardholder data and adhere to the then-current credit card security standards which can be found at www.pcisecuritystandards.org for the protection of cardholder data throughout the term of your Franchise Agreement. You are responsible for the security of cardholder data in the possession or control of any of your employees that you engage to process credit cards. You must, if we request that you do so, provide appropriate documentation to us to demonstrate compliance with applicable PCIDSS requirements by you and all your employees.

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, "Grantor of the Franchise." You cannot open your franchise location 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.

Item 9 Franchisee's Obligations

This table lists your principal obligations under the Franchise 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 & 3	7 & 11
b.	Pre-opening purchases/leases	3	7
c.	Site development and other pre-opening requirements	2 & 3	7 & 11
d.	Initial and ongoing training	4 & 5	11

Obligations		Section(s) in Agreement	Disclosure Document Item(s)
e.	Opening	3	7 & 11
f.	Fees	2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15 & 16	5, 6, 7, 8 & 11
g.	Compliance with standards and policies/operating manual	2, 3, 5 & 10	8, 11 & 12
h.	Trademarks and proprietary information	7 & 9	13 & 14
i.	Restrictions on products/services offered	10	16
j.	Warranty and customer service requirements	10	Not applicable
k.	Territorial development and sales quotas	2 & 3	12
l.	On-going product/service purchases	3, 5, 10 & 11	7, 8 & 11
m.	Maintenance, appearance, and remodeling requirements	10	7, 8 & 11
n.	Insurance	10	6, 7 & 8
o.	Advertising	6 & 11	6, 7 & 11
p.	Indemnification	8	6 & 13
q.	Owner's participation/ management and staffing	4 & 10	11 & 15
r.	Records/reports	12 & 13	6
s.	Inspections/audits	13	6
t.	Transfer	14	6 & 17
u.	Renewal	2	6 & 17
v.	Post-termination obligations	16	17
w.	Non-competition covenants	9	17
x.	Dispute resolution	17	17
y.	Owners/ Shareholders/ Spousal Guarantee	2	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. We are unable to estimate whether you will be able to obtain financing for any of your investment and, if you are able to obtain financing, we cannot predict the terms of the financing. We do not receive payment from any person for obtaining or placing financing.

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 Unit Franchise for business, we (or our designee) will:

1. Define your designated territory, as further described in Item 12. (*Franchise Agreement § 3*)
2. Review and approve or disapprove the proposed site for your Unit Franchise ("Premises"). We will approve or disapprove any proposed site within 15 business days of receipt of a completed site submission package, as same may be defined and modified by us from time to time in our sole and absolute discretion. Your failure to submit a completed site approval package and request and secure our approval of a proposed site in a timely manner shall not be reason for extending the date for opening set forth in your Franchise Agreement. (*Franchise Agreement § 3.1*)
3. Approve or disapprove the lease for your Premises within 15 days of receipt of your request for approval. (*Franchise Agreement § 3.1*)
4. Identify the products, materials, supplies, and services you must use to develop and operate your Unit Franchise, the minimum standards and specifications that you must satisfy in developing and operating the franchise, and the designated and approved suppliers from whom you must or may buy or lease these items (which might be limited to or include us and/or our affiliates). (*Franchise Agreement § 3.1*)
5. Grant you access to our primary operations manual for Unit franchises along with other materials which contains our mandatory and suggested specifications, standards and procedures for operating your Unit Franchise (collective referred to as our "Manual"). After you have signed your Franchise Agreement, we will give you access to our training tutorials and workbooks via the Ervexia Occupational Health™ 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 the Manual which consists of approximately 95 pages, at this time. Our Manual contains our System Standards and information about your other obligations under the Franchise Agreement. (*Franchise Agreement § 5.1-5.2*)
6. Provide you with specifications for the computer system for your Unit Franchise. (*Franchise Agreement § 3.4*)
7. No later than 30 days before your Unit Franchise opens for business, provide to you, other members of your management team, and any agents you employ, our initial training program for Unit Franchises. You (if you are an individual) or at least one of your Owners as defined in your Franchise Agreement (if you are a legal entity), your general manager (if we agree for you to have a general manager; see Item 15), any licensed professional practicing at the Unit Franchise (to the extent permitted by applicable law), and other members of your management team that we designate must complete this initial training program to our satisfaction. The training program includes classroom instruction at our headquarters in Scottsdale, Arizona, and on-the-job training at either a training facility or a location we designate. There will be no tuition charge for these training programs for any persons who attend, but you must pay any wages or compensation owed to, and all travel, lodging, meal, and transportation expenses incurred by, all of your personnel who attend the training programs. (*Franchise Agreement § 5.1*)
8. Provide at our expense an opening supervisor to assist you with the Unit Franchise's operational efficiency, staff training, Unit Franchise setup and opening for your first Unit Franchise for a total of 5 consecutive days consisting of days both before and after the Unit Franchise's opening. If your Unit Franchise is within the Development Area of one of our Area Representatives, the Area Representative may provide pre- and post- opening support on our behalf. (*Franchise Agreement § 3.6*)

9. Maintain a website for the Ervexia Occupational Health™ concept and list your location and contact information on such website. Additionally, we will provide you with 1 registered domain name for your Franchised Business use only. (*Franchise Agreement § 11.4*)

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

1. Provide you with guidance and assistance in the following areas: (a) the products and services authorized for sale by the Unit Franchise, and specifications, standards, and operating procedures used by Unit Franchises; (b) purchasing approved equipment, furniture, furnishings, signs, products, operating materials, and supplies; (c) development and implementation of local advertising and promotional programs; (d) administrative, bookkeeping, accounting, inventory control and general operating and management procedures; (e) establishing and conducting employee training programs at the Unit Franchise; (f) changes in any of the above that occur from time to time; and (g) specify any approved brands, types and/or models of equipment, furniture, fixtures, and signs. (*Franchise Agreement § 5.1*)
2. Continue lending to you a copy of our Manual. (*Franchise Agreement § 5.1-5.2*)
3. Allow you to use our Marks and confidential information in operating your Unit Franchise. (*Franchise Agreement § 7 & 9*)
4. 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 Franchise Agreement, and reimburse you for costs you incur in defending against any such claim. (*Franchise Agreement § 7.5*)
5. 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). (*Franchise Agreement § 4.2*)
6. Review and approve or disapprove your advertising, marketing, and promotional materials). (*Franchise Agreement § 11.2*)
7. As we deem advisable, conduct inspections and/or audits of your Unit Franchise, including evaluations of its training methods, techniques, and equipment; its staff; and the services rendered to its customers. We may provide you with additional guidance and training based on the results of these inspections and/or audits. (*Franchise Agreement § 13.1*)
8. If requested by you, we may provide you with a Corporate Office employee or agent to assist you with the operation of your Unit Franchise ("Store Assistance"). (*Franchise Agreement § 5.1*)

Advertising & Marketing

You are required to contribute to the advertising of your Unit Franchise 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 open your Unit Franchise for 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. Upon request, 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 Advertising Cooperative (“Co-op”) covering your Unit Franchise that may be established and duly formed as a legal entity. A Co-op is an association of all Franchisees 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 Franchisee must contribute to a Co-op according to the Co-op’s rules and regulations, and bylaws, as determined by its members. While none exist at this time, if franchisor-owned outlets exist within any Advertising Co-Op DMAs, these outlets will contribute in the same amounts as all other franchisees within the same Advertising Co-Op. 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.

As of the date of this Disclosure Document, we have no Advertising Co-ops, 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.

System Website & Social Media

We have established a website to advertise, market and promote Ervexia Occupational Health™ Businesses and the franchise opportunity. We will provide you with a web page to promote your business if you provide us with the information that we request. 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.

Internet Access

You must have commercially appropriate 24 hours a day, 7 days a week, high speed Internet access, as designated in the Operations Manual, beginning at least 30 days before the anticipated opening of the franchised business, which will permit us to provide pre-opening assistance and training to you, and will permit you to communicate with your customers, to connect on-line with us in order to transfer data and to adequately run the webcam system. You may use any Internet service provider (ISP) of your choosing that provides high speed dedicated access. You must utilize your corporate issued Ervexia Occupational Health™ email for your Unit Franchise 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 Unit 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 Franchise 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. The main purpose of your Computer System will be for customer database maintenance and point of sale operations. You will be housing all of your clinic related accounting information, clinic related files and patient files, as applicable as an Area Representative, within the Franchisor accessible system.

You will be required to purchase and use certain specific hardware and software for the operation of your Unit Franchise. We estimate that the cost for your required hardware necessary for your Unit Franchise (a computer and printer) will be \$2,500. You will be required to pay a monthly Technology Fee of \$149 for access to our CRM, training software, and other technology. You will also need to pay a monthly fee of \$199 to our required vendor for access and use of our required POS System and \$75 a monthly fee for access to Pass My Physical software to our required vendor for use of this required software. Our Technology Fee does not include the monthly cost to purchase and/or maintain the POS System or any 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 after giving you 30-day prior written notice. We do not control the cost of the POS System and/or other required software, so those fees may be increased by our vendor from time to time.

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	Unit Franchise*
Mission, Vision, Values	1	0	Virtual
Software Systems and Onboarding	1	0	Virtual
Unit Franchise Employee Roles & Responsibilities	2	0	Virtual
Initial Services Offered	2	0	Virtual
Required Certification Training (DOT, Drug, Alcohol)	8	0	Virtual
2 nd Tier of Occupational Services	2	0	Virtual
Vendor Services	1	0	Virtual
PC/SMO Education (if applicable)	1.5	0	Virtual
Marketing of Your Business	1	0	Virtual
Preparing to Open Your Unit Franchise	1	0	Virtual
Total	24.5	0	

Dr. Humble and Dr. Maples, will oversee our initial training. They have over 18 years of experience in Occupational Health Services. All Ervexia Occupational Health™ training instructors have a minimum experience of 3 years with the above subject matter. You and all required personal must complete training at least 2 months prior to opening your Unit Franchise.

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 conduct all our Initial Training virtually for the Principal Operator(s) after signing the franchise agreement. We provide training at no cost for a total of 3 individuals, however, you must pay for all travel costs and living expenses for yourself and your trainees if we request to come to us or us to come to you to provide in-person training. We may charge you for initial training for more than 3 people, or for providing repeat initial training to any person who does not complete initial training to our satisfaction in the first instance. Although the successful completion of initial training is mandatory for the Designated Manager, it is also available for additional assistant. Additionally, you will be responsible for hiring and training your own employees and other management personnel at your own cost, which you must hire without assistance from us.

Initial Training will take place virtually and we may periodically require you and your managers to attend additional training that we consider necessary. You may also request additional training from us for a fee. We will conduct this additional training at a mutually agreeable location and may charge you for this additional training. You must pay for all travel costs and living expenses for yourself and your trainees.

In addition to providing the Initial Training described above, we reserve the right to offer and hold such additional ongoing training programs and franchisee meetings or conferences regarding such topics and at such times and locations as we may deem necessary or appropriate. We also reserve the right to make any of these

training programs mandatory for you and/or designated owners, and/or your representatives, including your General Manager (if any). We reserve the right to charge you a daily attendance fee in an amount to be set by us for each attendee of yours who attends any mandatory or optional training program or owners meeting. If we offer any such mandatory training programs, then you or your designated personnel must attend a minimum of seventy-five percent (75%) of the programs offered on an annual basis.

We may periodically provide you with additional operational assistance that we consider necessary, or you may request additional operational assistance from us. We may charge you for this additional operational assistance.

Site Identification, Acquisition & Construction

We will provide you with assistance with site identification, acquisition, design and construction through our vendors. The general site selection and evaluation criteria that we consider in approving your site includes the condition of the premises, demographics of the surrounding area, proximity to other Ervexia Occupational Health™ Businesses, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads, available parking and overall suitability. We do not own any premises to which we would lease to a franchisee, at this time. We will provide you with written notice of our approval or disapproval of any proposed site within 15 days after receiving all requested information. If we do not approve your proposed site, you must find an alternative location and submit it to us for approval through the same process described above. Unless specified in writing, disapproval of a proposed location will not extend your opening deadline.

You will be responsible with conforming to local ordinances, building codes and obtaining any required permits relating to the construction, remodeling or decorating your Unit Franchise. We offer construction service vendors that may assist with some or all of these activities, but you are ultimately responsible for obtaining the items above and are responsible for all final decisions and actions. At no time will our assistance, or even lack thereof, constitute a modification of your opening deadline. If a modification is needed, you must follow the opening deadline modification process outlined in this Disclosure Document.

At this time, we do not currently provide equipment, signs, fixtures, initial inventory and supplies, although we do have specific requirements for each, as outlined in the Operations Manual. We, or our designated supplier, may become the required supplier of some or all of the supplies and/or needed for your Unit Franchise. If we do, you will be required to discontinue using any of your current suppliers for these supplies and/or products upon expiration of any existing contracts for these supplies and/or products, or within 30 days after receiving notice from us, whichever occurs first.

Typical Length of Time Before Operation

We expect that you will open for business within 90 days of signing your Franchise Agreement if you are an Add-On Unit Franchise and 180 days if you are a new Stand-Alone Unit Franchisee. We will agree on the time you must open your Unit Franchise for business when you sign your Franchise Agreement, but we typically will require you to open no more than 120 days after you sign your Franchise Agreement ("Opening Deadline") if you are an Add-On Unit Franchise and 270 days if you are a new Stand-Alone Unit Franchisee. Factors affecting this length of time before you open include locating a site for the Premises and signing a lease, construction or remodeling of the site (if required), completion of required training, financing arrangements, local ordinance and building code compliance, delivery and installation of equipment, and hiring and training of your staff, securing of all manner of permits and operational licenses and approvals.

If you are delayed from opening your Unit Franchise by the Opening Deadline in your Franchise Agreement, you must provide us with a written request to extend the Opening Deadline, which we may, or we may withhold in our sole discretion. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to a delay if you have been diligently pursuing the opening.

Unless we agree to extend the Opening Deadline, if you do not open your Franchise for business by the deadline, you will be considered in default of your Franchise Agreement. Upon receipt of written notice from us of your default, you must cure your default by opening your Franchise for business no more than 90 days after receipt of notice of the default. If you fail to cure your default, we have the right to terminate your Franchise.

Regardless of whether you open your Franchise for business by the opening deadline, you will be required to pay us the required minimum royalty fees starting thirty (30) days after the original opening deadline.

Pricing

It is our goal to offer consistent pricing for all of our products and services. All pricing will be determined by us. We will take into consideration your location and market. Pricing may be adjusted with written approval from us.

Item 12 Territory

We will grant you a protected territory ("the Protected Territory"). We will define the Protected Territory in an addendum to the Franchise Agreement after you select, and we approve, the site for your Unit Franchise. Typically, the Protected Territory defined by the natural traffic and trade patterns of your particular approved site or area. We will describe the Protected Territory in general terms with a minimum of 12,000 businesses and the fixed geographical boundaries (such as streets or highways), zip codes or by a specific radius. The geographic size of the Protected Territory will encompass a minimum business population, dependent upon, and with the following considerations: geographical boundaries, cultural demographics, household income, population count, age, traffic/trip count, daytime population, competition, housing density and permit and zoning regulations, once you sign your location lease. In dense urban areas, the Protected Territory may encompass a city block or less, and at Non-Traditional Sites we might limit your Protected Territory to the site of your Unit Franchise. In less dense suburban areas, the Protected Territory could include an entire municipality. For purposes of this Disclosure Document, a "Non-Traditional Site" means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, and shopping malls or centers.

We will not modify your Protected Territory during the franchise term. If you intend to renew or transfer the franchise, and your Protected Territory is larger than our then-current standard size for territories or the then-current demographics of your Protected Territory have changed, then we may reduce the size of your Protected Territory on renewal or require your transferee to operate the Unit Franchise in a smaller territory. If we reduce the Protected Territory, we will give you or your transferee the option (as applicable) to develop the remaining territory.

If you are in full compliance with the Franchise Agreement, then during the Franchise Agreement's term, neither we nor our affiliates will operate or grant a franchise for the operation of another Ervexia Occupational Health™ Unit Franchise or Company-owned Unit Franchise located within your Protected Territory (except for Ervexia Occupational Health™ Unit Franchises at Non-Traditional Sites) that offers the same or similar goods or services under the same or similar trademarks. Because we retain the ability to operate or grant others the right to operate Ervexia Occupational Health™ Unit Franchises at Non-Traditional Sites in your Protected Territory, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You may not operate out of any site other than the Approved Unit Franchise without our prior written approval. You may not solicit business outside your designated territory through the use of a toll-free number, direct mail, Internet web site or other advertising method without our prior written approval.

We must approve the relocation of your franchised business. We will apply the same criteria for the relocation of a franchised business as we apply when determining the location of a new franchise. There is a relocation fee of \$2,500.00 to relocate and any relocation must be approved by us.

The Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.

Solicitation of Customers

There are no limitations on your ability to solicit customers from outside of your territory to receive services in your territory, except as may be decided by your Advertising Cooperative and by the policy requirement that you offer the participation of neighboring Ervexia Occupational Health™ Unit Franchises if your proposed marketing solicitation will extend into their respective territories. When a customer purchases a service or a contract from you and then receives a service outside of your territory from another franchisee, the service fees shall be reimbursed to the other franchisee based on amount you agree upon with the other franchisee(s). If you and the franchisee cannot agree on the amount of the reimbursement, you may use a third-party provider to provide services to the customer. In the future if we choose to offer products to your patients through Alternative Channels, we will not reimburse you for any sales made to patients in your area, unless the purchases are made through your microsite.

Corporate Contracts

If a franchise exists or when one comes into the service area of one of your clients, if that franchise location is listed as able to service your client, they must always be listed as a potential servicing location. However, we acknowledge that some companies may already have their own preferred clinic which they wish to continue to use in that location and the service location is always selected by the client. In such cases we cannot force them to change. Nonetheless, if an Ervexia clinic is listed in the service area as available, that clinic must be available for selection by the client, unless the client asks you to make their default clinic of service a non-Ervexia location. In such scenario, Ervexia is not in violation of any contract issues, as this is a request of the client. When a customer purchases a service or a contract from you and then receives services from another franchisee, the service fees shall be reimbursed to the other franchisee based on the amount you agree upon with the other franchisee(s). If you and the franchisee cannot agree on the amount of the reimbursement, you may use a third-party provider to provide services to the employees and contractors of the business which you have the Corporate Contract and will not be required to work with, reimburse, or pay the franchisee who owns that territory.

Other Company Reserved Rights

We and our affiliates reserve the right to engage in any activities we deem appropriate that your Franchise Agreement does not expressly prohibit, whenever and wherever we desire, including the right to (1) own, acquire, site build, or operate, for our own account, or grant to others the right to operate, Unit Franchise on terms and conditions and at locations we deem appropriate outside of your Protected Territory; (2) to grant Area Representative franchises which may encompass the area where your site is located; (3) provide or grant other persons the right to provide goods and services that are similar to and/or competitive with those provided by Unit Franchises through any distribution channel, including, but not limited to, sales via mail order, catalog, toll-free telephone numbers, and electronic means, including the Internet under the Marks or trademarks and services marks other than the Marks; (4) acquire the assets or ownership interest of businesses providing products and services similar to those provided at Unit Franchises, and franchising, licensing, or creating similar arrangements with respect to those acquired businesses, wherever those businesses or their franchisees or licensees are located; and (5) being acquired (regardless of the form of transaction) by a business providing products and services similar to those provided at Unit Franchises or another business.

We may administer local, state, corporate, or federal contracts for DOT/NON-DOT Physicals, Drug Testing, Alcohol Testing, Functional Capacity Evaluations, DNA Testing, Pulmonary Function Testing, Audiometric Testing, Vision Testing and Laboratory Testing. We reserve the right to offer the services under such contracts through Ervexia Occupational Health™ company-owned clinics without compensating you, even though clinics will not be located in your Protected Territory. However, if we allow you and other Unit Franchisees

to provide services under these contracts, you will be compensated for the any services you provide through your Unit Franchise.

Item 13 Trademarks

Your right to use the Marks is derived only from the Franchise Agreement and limited to your operating the Franchised Business according to the Franchise Agreement 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
Ervevia Occupational Health™	98271360	11/6/2023	7980319	October 14, 2025	Principal

If our right to use the trademark 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 Occupational Health™ 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 Occupational Health™ ” 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 Occupational Health™ ” 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 Occupational Health™ , 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.

Operating Standards 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 Franchise Agreement requires you to maintain all Confidential Information of Ervexia Occupational Health™ 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 Franchise Agreement and relating to the System will be deemed a part of the Confidential Information protected under the Franchise Agreement.

Item 15

Obligation to Participate in the Actual Operation of the Franchised Business

Franchisees are expected to participate in the direct operation of their franchise on a full-time basis. If they cannot, then they are obligated to have a fully trained Manager operate the franchise. However, we believe that a person with an equity interest can best ensure that our standards of quality and competence are maintained. The Franchise 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 Franchised Business. While in most cases Franchisees will seek additional assistance for the labor-intensive portions of the business, we have built our reputation on Franchisee participation and believe it is crucial for continued success. In any case, when making decisions relating to the operation of the Unit Franchise, the Franchisees should keep in mind that at least one licensed professional must be present in the Unit Franchise at all times, during the hours of business of the Unit Franchise.

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 Franchisee must personally guarantee all of the obligations of the Franchisee under the Franchise Agreement. (See Exhibit 2 to the Franchise Agreement for the form of Guaranty and Assumption of Obligations.) 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.

In states in which a Professional Corporation and Management Agreement are required, the medical professional shall oversee all medical staff, as dictated by each state.

Your owners (and members of their immediate families and households, including spouses), officers, directors, partners, members, managers, executives, employees and staff, and other individuals having access to Confidential Information may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement included in the Operations Manual. We will be a 3rd party beneficiary with the right to enforce the agreements. You may not transfer any interest in the Franchise, the franchise agreement, or the lease for the Premises of the Franchise, 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. In states that require Professional Corporations, your Management Agreement, where allowed, will require your medical professional to use our required products and services, as franchisees do.

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 Franchisee, are specifically prohibited and not authorized to offer products or 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 2.1	10 years
b. Renewal or extension	Section 2.6	Your renewal rights permit you to remain a franchisee after the initial term of your Franchise Agreement expires. If you wish to do so, and you satisfy the required pre-conditions to renewal, we will offer you the right to 2 renewal term of 10 years.

Provision	Section(s) in Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 2.6	You must: be in compliance with your Franchise Agreement; given notice to us of your intent to renew between twelve (12) and twenty-four (24) months before the expiration of the initial term of the franchise; sign a new Franchise Agreement in our then-current form which may include terms and conditions materially different from those in the original Franchise Agreement; sign general release of claims (in a form substantially similar to that attached in <u>Exhibit L</u>) against us and related parties; pay the applicable renewal fee (see Item 6); cure any defaults; and pay all amounts owed to us.
d. Termination by franchisee	None	None
e. Termination by franchisor without cause	None	None
f. Termination by franchisee with cause	Section 15	Various breaches of Franchise Agreement.
g. "Cause" defined – curable defaults	Section 15	1) you fail to maintain a valid license to practice and/or fail to comply with any state and federal regulations, other than those covered by subsection Section 15(f), and do not cure the failure within twenty (20) days after written notice is given to you; or 2) you do not pay when due any monies owed to us or our affiliates, and do not make payment within ten (10) days after written notice is given to you; or 3) you fail to procure or maintain any and all insurance coverage that we require, or otherwise fail to name us as an additional insured on any required insurance policies and failure to do so within ten (10) days after written notice is given to you; or 4) you or any of your Principal Owners fail to comply with any other provision of this Agreement or any mandatory specification, requirement, standard, or operating procedure, including those in our Manual, and you fail to make the required changes or to comply with such provision, specification, requirement, standard or operating procedure, within thirty (30) days after written notice of your failure to comply is given to you.
h. "Cause" defined – non-curable defaults	Section 15	(a) you fail to open your Franchise for business by the Opening Deadline, subject to the extension set forth in Section 3.1(c); or (b) you abandon, surrender, transfer control of, lose the right to occupy the Premises of, or do not actively operate the Franchise, or your lease for or purchase of the location of the Franchise is terminated for any reason; or (c) you or your Principal Owners make any unauthorized use of the Marks, including but not limited to using the Marks in any unapproved advertising, social media, website, or in any other unapproved manner, and fail to cure such unauthorized use within ten (10) days written notice;

Provision	Section(s) in Agreement	Summary
		(d) you or your Principal Owners assign or Transfer this Agreement, any Interest, the Franchise, or assets of the Franchise without complying with the provisions of Section 14; or (e) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debt generally as they become due; your consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; your Unit Franchise is attached, seized, subjected to a writ of distress, warrant, or levied upon, unless the attachment seizure, writ, warrant or levy is vacated within thirty (30) days, or any order appointing a receiver, trustee or liquidator of you or your Unit Franchise is not vacated within thirty (30) days following the order and entry; (f) you use, sell, distribute or give away any unauthorized services or products on three or more occasions within any consecutive twelve (12) month period; or (g) you fail to maintain any licenses or permits necessary for the operation of the Franchise and/or fail to comply with any state and federal regulations which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or (h) you or any of your Principal Owners are convicted of or plead no contest to a felony or are convicted or plead no contest to any crime or offense, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or (i) you are involved in any action or activity, including but not limited to dishonest, unethical, or illegal actions or activities, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or (j) you (or any of your owners) have made or knowingly make a materially false or incomplete statement in any report submitted to us; (k) we discover that you knowingly made a materially false or incomplete statement to us to obtain the Franchise; (l) you (or any of your owners) participate in in-term competition contrary to Section 9.3 (m) you fail to timely notify of any event, action or other action identified in Section 10.6, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or (n) you or any of your employees violate any health or safety law, ordinance or regulation, or operate the Franchise in a manner that presents a health or safety

Provision	Section(s) in Agreement	Summary
		threat, hazard or danger to your customers or the public, which hazard, threat or danger you acknowledge is determined by our commercial business judgment; or (o) you fail to maintain a valid license to practice and/or fail to comply with any with state and federal regulations, other than those covered by subsection (f), and do not cure the failure within twenty (20) days after written notice is given to you; or (p) you do not pay when due any monies owed to us or our affiliates, and do not make payment within ten (10) days after written notice is given to you; or (q) you fail to procure or maintain any and all insurance coverage that we require, or otherwise fail to name us as an additional insured on any required insurance policies and failure to do so within ten (10) days after written notice is given to you; or (r) you or any of your Principal Owners receive three (3) or more written notices of default from us, within any period of twelve (12) consecutive months, concerning any material breach by you. Whether or not such breaches shall have been cured, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure; or (s) you or any of your Principal Owners fail to comply with any other provision of this Agreement or any mandatory specification, requirement, standard, or operating procedure, including those in our Operations Manual, and you fail to make the required changes or to comply with such provision, specification, requirement, standard or operating procedure, within thirty (30) days after written notice of your failure to comply is given to you.
i. Franchisee's obligations on termination/non-renewal	Section 16	Includes payment of money owed to us, return of printed copies of the Manual, cancellation of assumed names and transfer of phone numbers, cease using Proprietary Marks, cease operating Franchised Business, no confusion with Proprietary Marks, our option to purchase your inventory and equipment, your modification of the premises and our option to purchase your Franchised Business.
j. Assignment of contract by franchisor	Section 14.3	No restriction on right to transfer.
k. "Transfer" by franchisee – defined	Section 14	Includes assignment of Franchise Agreement, sale or merger of business entities, transfer of corporate stock, death of Franchisee, or majority owner of Franchisee.
l. Our approval of transfer by you	Section 14.4	You need the Franchisor's approval to transfer Unit Franchise ownership or any fractional ownership interest.

Provision	Section(s) in Agreement	Summary
m. Conditions for our approval of transfer by you	Section 14.5	New owner must have sufficient business experience, aptitude and financial resources to operate the franchise; you must pay all amounts due us or our affiliates; new owner and its director must successfully complete our initial training program; the new franchisee and its owners and spouses must execute a guaranty in our favor; your landlord must consent to transfer of the lease, if any; you must pay us the applicable transfer fee; you and your Owners must sign a general release in favor of us, our affiliates, and our and their officers, directors, employees and agents; if applicable, the new owner must agree to remodel to bring the franchise to current standards; new owner must assume all obligations under your Franchise Agreement or, at our option, sign a new Franchise Agreement using our then-current form; the new franchisee and its owners and spouses must execute a guaranty in our favor; you and your Principal Owners must sign a non-competition agreement agreeing not to engage in a competitive business for twenty-four (24) months within twenty-five (25) miles of your Unit Franchise or any other Ervexia Occupational Health™ Unit Franchise. We also have a right of first refusal and may approve or disapprove the material terms of the transfer and require that you subordinate any installment payments to the new owners' obligation to pay us. You and the new franchisee, and all your and its owners and spouses, must execute a transfer agreement in a form substantially similar to that attached as <u>Exhibit L</u> .
n. Our right of first refusal to acquire your business	Section 14.6	We have the option to match any offer for your Franchised Business.
o. Our option to purchase your business	Section 16.6	We have the option to purchase your Franchised Business upon termination or non-renewal.
p. Death or disability of you	Section 14.5	Franchise must be assigned by estate to approved buyer within one hundred and eighty (180) days.
q. Non-compete covenants during the term of the franchise	Section 9.3	You cannot be involved in a competitive business during the term of the Agreement.
r. Non-compete covenants after the franchise is terminated or expires	Section 9.3	No involvement in competing business for twenty-four (24) months within a twenty-five (25) mile radius of any Ervexia Occupational Health™ Unit Franchise.
s. Modification of the agreement	Section 20	Must be in writing by both sides.
t. Integration/merger clause	Section 20	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17.9	Except for certain claims, we and you must mediate all disputes in Maricopa County, Arizona.

Provision	Section(s) in Agreement	Summary
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 state law).
w. Choice of law	Section 17.11	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.

The following information is provided for the purpose of helping you evaluate the potential earnings capability of a Ervexia Occupational Health™ Unit Franchise. Please carefully read all information in this Item 19, including the notes following the tables, which explain the information provided in the tables and the limitations on this and the other information contained in this Item 19.

The information in the chat below reflects the gross revenue of one Ervexia Occupational Health™ clinic operated by our co-founder, Dr. Don Maple, located in Columbus, Ohio.

Location of Clinic	Year	Gross Revenues
Columbus, Ohio (Conversion Clinic)	2024	\$1,897,425

Notes:

- (1) Dr. Maple's clinic has been in continuous operation for more than 10 years and converted to the Ervexia system in January 2024. The financial information represents the unaudited Gross Revenue from January 1, 2024, through December 31, 2024.
- (2) For purposes of the above information, Gross Revenue means the total sales of each affiliate or franchisee, less taxes, discounts, rebates, and returns. In computing these figures, we took the actual sales of each Clinic.
- (3) The Clinic benefited from existing employer relationships, referral networks, and contracts that may not be available to new Ervexia franchisees.
- (4) The Clinic is affiliated with multiple third-party administrators (TPAs) and national contracts, which may vary by market.

We encourage you to consult with your financial advisors in reviewing the information in this Item 19, in particular, in estimating the categories and amount of additional expenses that may be incurred in establishing and operating a Prime Iv Hydration & Wellness®.

Some outlets have sold this amount. Your individual results may differ. There is no assurance you'll sell as much.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Matt Hale, President of Franchising, United Occupational Medicine LLC, 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 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchisee	2022	0	0	0
	2023	0	0	0
	2024	0	2	+2
Company-Owned*	2022	1	1	+1
	2023	2	2	0
	2024	2	2	0
Total Outlets	2022	1	1	+1
	2023	2	2	0
	2024	2	4	+2

*These outlets are corporate affiliates.

Table 2
Transfers of Outlets from Franchises to New Owners (Other than the Franchisor)
for Years 2022 to 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table 3
Status of Franchised Outlets
for Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Arkansas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Louisiana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2

Table 4
Status of Company-Owned Outlets
for Years 2022 to 2024

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	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1

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
Ohio	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
Total	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	2	0	0	0	0	2

Table 5
Projected Openings as of December 31, 2024

State	Franchise Agreements Signed but Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arkansas	0	1	0
Arizona	0	1	0
Florida	0	2	0
Louisiana	0	1	0
Ohio	0	1	0
Texas	0	2	0
Total	0	8	0

Exhibit E lists the names of all of our operating franchisees with open outlets and their addresses and telephone numbers as of December 31, 2024. Exhibit E lists the franchisees who have signed Franchise Agreements for outlets which were not yet operational as of December 31, 2024, 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 franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a 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 our audited financials as of 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:

Franchise Agreement	Exhibit B
Franchisee Specific Terms	Appendix I
Payment & Performance Guarantee	Appendix II
Non-Disclosure & Non-Compete Agreement	Appendix III
State Specific Addendums	Appendix IV
Closing Acknowledgments/ Franchise Disclosure Questionnaire	Appendix V
Security Agreement	Appendix VI
Lease Addendum & Collateral Assignment of Lease	Exhibit F
SBA Addendum	Exhibit G
Management Services Agreement	Exhibit H
Amendment to Waive Management Agreement	Exhibit I
Required Vendor Agreements	Exhibit J
Transfer Agreement	Exhibit K
General Release	Exhibit L
Acknowledgement of Receipts	Exhibit M

Item 23
Receipts

Two copies of an acknowledgement of your receipt of this Franchise Disclosure Document are attached hereto as Exhibit M. 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	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner Department of Financial Protection and Innovation Suite 1,000 320 West 4 th Street Los Angeles, CA 90013 (213) 576-1,0005	Commissioner Department of Financial Protection and Innovation Suite 1,000 320 West 4 th Street Los Angeles, CA 90013 (213) 576-1,0005
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
INDIANA	Indiana Secretary of State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913

MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce 85 7 th Place East Suite 500 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 st FL New York, NY 10005 (212) 416-8236	Secretary of State State of New York 99 Washington Avenue Albany, New York 11231
NORTH DAKOTA	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9527	Director of Rhode Island Department of Business Regulation Floor Division of Securities 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	Department of Revenue and Regulation Division of Securities 445 East Capitol Pierre, SD 57101 (605) 773-4823	Director of South Dakota Division of Securities 445 East Capitol Pierre, SD 57101
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 And United Corporate Services, Inc. 700 East Main Street, Suite 1700 Richmond, VA 23218
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703

FRANCHISE AGREEMENT

Exhibit B

FRANCHISE AGREEMENT

License #: _____

Principal Operator: _____

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United Occupational Medicine LLC Franchise Agreement

THIS AGREEMENT is made and entered into on the date specified on Appendix I (the “Effective Date”) by and between United Occupational Medicine LLC, an Arizona Limited Liability Company, with its principal place of business at 7047 E. Greenway Pkwy #250, Scottsdale, AZ 85254 (hereinafter referred to as “Franchisor”); and the party listed on Appendix I to this Agreement (hereinafter referred to as “Franchisee”).

1. Introduction

This Agreement has been written in an informal style in order to make it more easily readable and to be sure that you become thoroughly familiar with all of the important rights and obligations the Agreement covers before you sign it. This Agreement includes several exhibits, all of which are legally binding and are an integral part of the complete Franchise Agreement. In this Agreement, we refer to United Occupational Medicine LLC, as “we,” “us,” or the “Franchisor.” We refer to you as “you” or “Franchisee.” If you are a corporation, partnership or limited liability company, you will notice certain provisions that are applicable to those principal shareholders, partners or members on whose business skill, financial capability and personal character we are relying in entering into this Agreement. Those individuals will be referred to in this Agreement as “Owners.”

Through the expenditure of considerable time, effort and money, we and our affiliates have devised a system for the establishment and operation of a Ervexia Occupational Health™ business that are focused on providing a convenient and economical system to deliver high quality occupational medical services to the general public using a low cost/high volume approach. Our franchises use a membership model, with extended hours and convenient locations for people looking for occupational medicine services from licensed professionals. This business model includes a Ervexia Occupational Health™ model that offers all of our services and products (individually, a “Unit Franchise” and collectively, “Unit Franchises”). We are a cash pay model and currently do not accept insurance. We identify the System by the use of certain trademarks, service marks and other commercial symbols, including the marks “Ervexia Occupational Health™ ” and certain associated designs, artwork and logos, which we may change or add to from time to time (the “Marks”).

From time to time we grant to persons who meet our qualifications, franchises to own and operate a Ervexia Occupational Health™ franchise business that will own, operate and/or manage Clinics (as allowed by applicable law) that specialize in providing occupational medicine services and products to the general public through licensed professionals (“Clinic(s)”). This Agreement is being presented to you because of the desire you have expressed to obtain the right to develop, own, and be franchised to operate Ervexia Occupational Health™ franchise (we will refer to your Ervexia Occupational Health™ franchise as the “Franchise” or the “Franchised Business”). You may purchase and operate your Franchise as a new, start-up Unit Franchise (a “Start-up Unit Franchise “), or may convert an existing medical practice to a Ervexia Occupational Health™ (a “Conversion Unit Franchise “). In signing this Agreement, you acknowledge that you have conducted an independent investigation of the Ervexia Occupational Health™ franchise model, and recognize and acknowledge that, like any other business, the nature of it may evolve and change over time, AND that an investment in a Ervexia Occupational Health™ Franchised Business involves business risks, and that the success of this business venture is primarily dependent on YOUR business abilities and efforts.

We expressly disclaim making, and you acknowledge that you have not received, nor have you relied on, nor consider any of the information supplied to be any guarantee, express or implied, as to your potential revenues, profits, performance or likelihood of success of the Ervexia Occupational Health™ franchise business venture contemplated by this Agreement. You acknowledge that there have been no representations by us or our affiliates or our or their respective officers, directors, members, employees, or agents that are inconsistent with the statements made in our current Franchise Disclosure Document (“FDD”) concerning the Franchised Business, or the provisions of this Agreement. You further represent to us, that as an inducement of our entering into this Agreement with you, there have been no misrepresentations to us in your application for the rights granted by this Agreement, or in the financial information provided by you and your Owners.

2. Grant of Franchise

2.1 Term. You have applied for a franchise to own and operate a Ervexia Occupational Health™ Unit Franchise, and we have approved your application in reliance on all of the representations you made in that application. As a result, and subject to the provisions of this Agreement, we grant to you a Franchise to operate a Ervexia Occupational Health™ Unit Franchise that offers the products, services, and proprietary programs of ours, all to be used in accordance with all elements, rules and regulations of the System, that we may require for Ervexia Occupational Health™ Unit Franchises and in accordance with all manner of law and applicable regulations as relate to the medical profession.

You must operate the Franchise at a mutually agreeable site (the “Premises”) that is approved by the Franchisor and which is to be identified and secured by you after the signing of this Agreement, and to thereafter use the System and the Marks in the operation of that Franchise, for a term of ten (10) years (the “Initial Term”) in strict accordance with its terms. The Initial Term will begin on the Agreement Date. Termination or expiration of this Agreement will constitute a termination or expiration of your Franchise. (All references to the “term” of this Agreement refer to the period from the Agreement Date to the date on which this Agreement actually terminates or expires.)

2.2 Full Term Performance. You specifically agree to be obligated to operate the Franchise, perform the obligations of this Agreement, and continuously exert your best efforts to promote and enhance the business of the Franchise for the full term of this Agreement.

2.3 Management Services Agreement with Professional Corporation – Non-Licensed Franchisees. If you are not a licensed professional, prior to commencing operations of the Franchised Business, you must enter into a management service agreement (“Management Services Agreement”) with a duly formed and licensed professional corporation (or a professional limited liability company, if permitted in the state in which the Clinic is located), (a “P.C.”), whereby you will provide to the P.C., non-medical directive management and administrative services and support, consistent with the System and the lawful operation of a P.C., all of which shall at all times be in compliance with all applicable laws and regulations as relates to the practice of medicine. A form of Management Services Agreement, is included as an Exhibit to our Disclosure Document.

The P.C. shall employ and control the licensed medical professionals that will provide the actual medical services required to be delivered at and through the Clinic. You shall not provide any actual medical services, nor shall you, direct, control or suggest to the P.C. or its licensed medical professionals the manner in which the P.C. provides or may provide actual medical services to its patients or market to the public that anyone other than the P.C. is the owner/operator of the medical practice to whom you provide management and business services.

Due to various federal and state laws regarding the practice of medicine, and the ownership and operation of medical practices and health care businesses that provide occupational medical services, you understand and acknowledge that you, as a non-licensed Unit Franchisee, shall not engage in any practice that is, or may appear to be, the practice of medicine. You acknowledge that the P.C. must offer all medical services in accordance with all manner of law and regulation and that the Management Services Agreement and your relationship with the P.C. shall also be in accordance with all law and regulation and the System.

It is your responsibility to, promptly and timely, find a legally formed and licensed P.C. for your Franchise location and to enter into an approved Management Services Agreement with that P.C. Failure to do so will result in your inability to open your Franchise location. You must submit the duly formed P.C. and the credentials of all licensed medical professionals of the licensed P.C. for our review and approval. You must enter into a management service agreement with the P.C. for your Franchise location using our standard form of Management Services Agreement. While you must use our standard form of Management Services Agreement with the P.C., you may negotiate the monetary terms, and with our written consent, certain other terms of the agreement with the P.C. We will not unreasonably withhold our approval to request changes in the Management Services Agreement if such changes are consistent with applicable law and regulation and the System. You

must obtain our written approval of the final Management Services Agreement prior to your execution. You shall ensure that the P.C. offers all medical services in accordance with the Management Services Agreement and the System and is compliant with all manner of law and regulation. You must have a Management Services Agreement in effect with a P.C. at all times during the operation of the Franchised Business and during the Initial Term of this Agreement.

If you are a licensed medical professional, or part of a P.C. owned by a licensed medical professional, you do not need to execute a Management Services Agreement. However, you are still responsible for compliance with all manner of laws and regulations applicable to the operation of a Clinic and your Unit Franchise.

2.4 Waiver of Management Services Agreement. In certain states, it may be permissible under existing law applicable to medical professionals and/or practices or medical Clinics, for a non-licensed person to both own and operate a Clinic and a Unit Franchise. Certain of those laws may also allow a non-licensed person or non-P.C. to hire medical and other professional personnel to provide medical services to patients at the Clinic in accordance with medical regulation. If you determine that the laws that would apply to a Clinic in your state would permit you to do so, you may request that we waive certain of the requirements of the Franchise Agreement related to the separating of the ownership and/or operation of the medical aspects of the Clinic from the general business management aspects. In particular, you, under those circumstances (i) would not enter into a Management Services Agreement with a P.C. that, as a separate entity, would otherwise operate the Clinic and provide all medical services, and (ii) you would not be restricted from hiring and supervising medical professionals in accordance with that state's regulation. Please be advised that any waiver, or modification of any of the other referenced requirements, will remain subject to compliance with all applicable laws and regulations. In such an event, and if we agree that such a waiver is appropriate, we may require you to execute an Amendment to Waive Management Services Agreement ("Waiver Agreement"), a copy of which is attached as an exhibit to our Disclosure Document. However, even if you don't execute the Waiver Agreement, you will agree that, in lieu of entering into the Management Services Agreement with a P.C., you will (a) cause the Clinic to operate in accordance with all manner of law and regulation as relates to the practice of medicine and the standards for operating a medical Clinic, and (b) manage the Clinic as required in this Agreement, the System, and by performing all the responsibilities and obligations of the "Company" under the Management Services Agreement.

You are responsible for operating in full and complete compliance with all laws that apply to operating/managing a medical Clinic in the state of your Franchise location. You must conduct your own diligence and make your own determination as to the required regulatory standards to be legally compliant to own or manage or operate a medical Clinic at your location. Please be advised, the laws applicable to your Clinic may change. If there are any regulations or laws that would render your operation of the Clinic through a single entity (or otherwise) in violation of any applicable medical regulation, you must immediately advise us of such change and of your proposed corrective action to comply with current medical regulation, including (if applicable), but not limited to, entering into a Management Services Agreement with a P.C. Similarly, if we discover a change in any such law or regulation applicable to your Clinic, upon providing you notice of such law or regulation, you agree to immediately make such changes as are necessary to comply with the applicable medical regulation, including (if applicable), but not limited to, entering into a Management Services Agreement with a P.C.

2.5 Selection of Premises; Protected Territory; Reservation of Rights. You and we will mutually select the location of the Premises upon or after the signing of this Agreement. You acknowledge that the Franchise granted by this Agreement gives you the right to operate your Franchise only at the Premises. We will grant you a protected territory ("the Protected Territory"). We will define the Protected Territory in an addendum to this Agreement after you select, and we approve the site for your Unit Franchise. We may describe the Protected Territory using general terms with the fixed geographical boundaries (such as streets or highways). The geographic size of the Protected Territory will vary based upon population density and a variety of demographic factors. In dense urban areas, the Protected Territory may encompass a city block or less, and at Non-Traditional Sites, we might limit your Protected Territory to the site of your Unit Franchise. In less dense suburban areas, the Protected Territory could include an entire municipality. For purposes of this Agreement, a "Non-Traditional

Site” means any site or channel that generates customer traffic flow that is independent from the general customer traffic flow of the surrounding area, including on or within the confines or premises of military bases, shopping malls or Clinics, airports, stadiums, major industrial or office complexes, parking lots or structures, mobile vehicles, airports, hotels, resorts, school campuses, train stations, travel plazas, toll roads, casinos, hospitals, theme parks, and sports or entertainment venues. We would expect to grant franchises for Non-Traditional Sites in self-contained locations such as college or university campuses, airports, hospitals, or sports arenas.

We will not modify your Protected Territory during the franchise term. If you intend to renew or transfer the franchise, and your Protected Territory is larger than our then-current standard size for territories or the then-current demographics of your Protected Territory have changed, then we may reduce the size of your Protected Territory on renewal or require your transferee to operate the Unit Franchise in a smaller territory. If we reduce the Protected Territory, we will give you or your transferee the option (as applicable) to develop the remaining territory.

If you are in full compliance with the Franchise Agreement, then during the Franchise Agreement’s term, neither we nor our affiliates will operate or grant a franchise for the operation of another Ervexia Occupational Health™ Unit Franchise or Company-owned Unit Franchise located within your Protected Territory (except for Ervexia Occupational Health™ Unit Franchises at Non-Traditional Sites) that offers the same or similar goods or services under the same or similar trademarks. Because we retain the ability to operate or grant others the right to operate Ervexia Occupational Health™ Unit Franchises at Non-Traditional Sites in your Protected Territory, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

There are no limitations on your ability to solicit customers from outside of your territory to receive services in your territory, except as may be decided by your Advertising Cooperative and by the policy requirement that you offer the participation of neighboring Ervexia Occupational Health™ Unit Franchises if your proposed marketing solicitation will extend into their respective territories. When a customer purchases a service or a contract from you and then receives a service outside of your territory from another franchisee, the service fees shall be reimbursed to the other franchisee based on amount you agree upon with the other franchisee(s). If you and the franchisee cannot agree on the amount of the reimbursement, you may use a third-party provider to provide services to the customer. In the future if we choose to offer products to your patients through Alternative Channels, we will not reimburse you for any sales made to patients in your area, unless the purchases are made through your microsite.

If you enter a contract with a business customer that has locations in various states or area(s) outside of your Protected Territory (“a Corporate Contract”), you may provide services to the employees and contractors of that business wherever they are located, using the franchisee in that area, or if the franchisee is unwilling such employees or contractors, then through a third-party provider, as the case may be. When a customer purchases a service or a contract from you and then receives services from another franchisee, the service fees shall be reimbursed to the other franchisee based on the amount you agree upon with the other franchisee(s). If you and the franchisee cannot agree on the amount of the reimbursement, you may use a third-party provider to provide services to the the employees and contractors of the business which you have the Corporate Contract and will not be required to work with, reimburse, or pay the franchisee who owns that territory.

We and our affiliates reserve the right to engage in any activities we deem appropriate that your Franchise Agreement does not expressly prohibit, whenever and wherever we desire, including the right to (1) own, acquire, site build, or operate, for our own account, or grant to others the right to operate, Unit Franchise on terms and conditions and at locations we deem appropriate outside of your Protected Territory; (2) to grant Area Representative franchises with development areas which may encompass the area where your site is located; (3) provide or grant other persons the right to provide goods and services that are similar to and/or competitive with those provided by Unit Franchises through any distribution channel, including, but not limited to, sales via mail order, catalog, toll-free telephone numbers, and electronic means, including the Internet under the Marks or trademarks and services marks other than the Marks; (4) acquire the assets or ownership interest of businesses providing products and services similar to those provided at Unit Franchises, and franchising,

licensing, or creating similar arrangements with respect to those acquired businesses, wherever those businesses or their franchisees or licensees are located; and (5) being acquired (regardless of the form of transaction) by a business providing products and services similar to those provided at Unit Franchises or another business.

2.6 Renewal of Franchise.

2.6.1 *Franchisee's Right to Renew.* Subject to the provisions of subsection 2.6(b) below, and provided you are not in default of any material terms of this Agreement or any other agreement(s) you may have with us, and if you are in compliance with all provisions of this Agreement and all other agreements between us, then upon the expiration of the Initial Term, you will have the right to renew the Franchise for two (2) additional term of ten (10) years (the "Renewal Term"). Notwithstanding the foregoing, such right of renewal is expressly conditioned upon your having refreshed and refurbished the Premises, including the replacement of fixtures, furnishings, wall decor, furniture, equipment, and signs and otherwise modify the Franchise to be in compliance with current specifications and standards then applicable for Ervexia Occupational Health™ franchises within thirty (30) days prior to the commencement of the Renewal Term.

2.6.2 *Notice of Deficiencies and Other Requirements.* At least one (1) year before the expiration of the Initial Term, we agree to give you written notice of any deficiencies in your operation or in the historical performance, marketing and revenue generation of the Franchise that could cause us not to renew the Franchise. Such notice will state what actions, if any, you must take to correct the deficiencies in your operation of the Franchise or of the Premises, and will specify the time period in which those deficiencies must be corrected, or other requirements satisfied so that we may grant a renewal. Renewal of the Franchise will be conditioned upon your correction of the cited deficiencies and on your compliance with all the terms and conditions of this Agreement up to the date of expiration. If you are in default of any provisions of the Agreement or related agreements, you will not be granted a right to renew your Franchise. If we send a notice of non-renewal, it will state the reasons for our refusal to renew.

2.6.3 *Renewal Agreement.* Should you choose to seek to renew the Franchise, you must provide us with written notice of that intent no earlier than two (2) years and no later than one (1) year before the expiration of the Initial Term. Should you be granted a right to renew the Franchise as set forth above, the Franchisor, you and your Owners must execute the then current form of Franchise Agreement and any ancillary agreements with appropriate modification memorializing that a renewal fee will be due and payable and not the current, initial franchise fee. Said renewal fee shall equal 25% of the then-current initial franchise fee for a Ervexia Occupational Health™ franchise.

2.7 Personal Guaranty by Owners. Each of the Owners and their spouses (where applicable), will be required to execute a personal guaranty (the "Guaranty"), guaranteeing the Franchisee's liabilities and obligations to the Franchisor. A copy of the Guaranty and Assumption of Obligations is incorporated herein as Appendix II.

3. Development & Opening of the Franchise

3.1 Site Approval; Lease or Purchase of Premises; Opening Timeline.

(a) You must locate and select a proposed site for the Premises that is acceptable and approved by us as suitable for the operation of a Ervexia Occupational Health™ Unit Franchise. Your proposed site must be submitted with the required documentation in accordance with our policies and procedures, and must be reviewed and approved by us. Approval of a proposed site shall be at our sole and absolute discretion and shall not constitute, nor be deemed, a judgment as to the likelihood of success of a Ervexia Occupational Health™ franchise at such location, or a judgment as to the relative desirability of such location in comparison to other locations. We will approve or disapprove a proposed site within fifteen (15) business days of receipt of a

completed site submission package, as same may be defined and modified by us from time to time in our sole and absolute discretion. Your failure to submit a completed site approval package with the required information, and/or failure to secure an approval from us for a proposed Site for the Premises in a timely manner shall not be a reason for extending the Opening Deadline set forth in this Franchise Agreement.

(b) Following our approval of your site submittal package, you must obtain lawful possession of the Premises by executing a lease for the Premises ("the Lease"). Prior to your executing the Lease, and as a condition of our approval, be advised that the Lease for the Premises must include the form of Addendum to Lease, and which provides us amongst other things, requisite notice from the Landlord to the Franchisor for any defaults under your lease, and expressly permits us to take possession of the Premises under certain conditions and/or if this Agreement is terminated or if you violate the terms of the Lease. Before executing a lease, you must submit it to us for our approval. You agree that you will not execute a lease without our advance written approval of the lease terms which must specifically include the designated form of Franchisor rider or additional required lease language. We will approve or disapprove the lease for your Premises within fifteen (15) days of receipt of your request for approval.

(c) Unless we agree otherwise, you must open your franchise for business no later than the Opening Deadline set forth in Appendix I to this Agreement. If no Opening Deadline is set forth in Appendix I, then the Opening Deadline shall be deemed to be two-hundred and seventy (270) days from the Agreement Date. If you are delayed from opening your Unit Franchise by the Opening Deadline, you must immediately provide us with a written request to extend the deadline, which we may grant or withhold in our sole discretion. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to a delay if you have been diligently pursuing the opening.

Unless we agree to extend the Opening Deadline, if you do not open your Franchise for business by the Opening Deadline, you will be considered in default of your Franchise Agreement. Upon receipt of written notice from us of such default, you must cure such default by opening your Franchise for business no more than ninety (90) days after receipt of such notice, or one hundred and eighty (180) days after the Opening Deadline, whichever occurs first. If you fail to cure your default, we have the right to immediately terminate your Franchise.

Regardless of whether you open your Franchise for business by the Opening Deadline, you are obligated to pay us the minimum Royalty Fees due under Section 6.2 of this Agreement, thirty (30) days after the Opening Deadline. If you fail to pay the minimum Royalty Fee due during the time you are in default of this Section 3.1(c), and do not cure such default after receipt of ten (10) days written notice from us of such default, we may immediately terminate your Franchise.

3.2 Prototype and Construction Plans and Specifications. We will furnish to you prototypical, generic schematic plan together with a set of specifications for your Ervexia Occupational Health™ Unit Franchise, reflecting our requirements for design, decoration, furnishings, furniture, layout, equipment, fixtures and signs for Ervexia Occupational Health™ Unit Franchises. You will be responsible for retaining a licensed architect designated or approved by us, who will then prepare architectural and/or mechanical and engineering plans and specifications, as may be required by, and which comply with, all applicable ordinances, building codes, permit, and lease requirements applicable to the Premises. You must submit final construction plans and specifications to us for our approval before you begin construction at the Premises, and must construct the Franchise location and secure all manner of construction and operational approvals in accordance with those approved plans and specifications.

3.3 Development of the Franchise. You agree at your own expense to do the following by the Opening Deadline: (1) secure all financing required and operating and development capital to develop, fund and operate the Franchise in accordance with this Agreement and the System; (2) obtain all required building, utility, sign, health, sanitation and business permits and licenses and any other required permits and licenses necessary to operate a Clinic at the location; (3) construct the Franchise location according to the approved construction plans and specifications; (4) decorate the Franchise location in compliance with the approved plans and specifications;

(5) purchase and install all required equipment, furniture, furnishings and signs; (6) cause the training requirements of Section 4 to be completed; (7) purchase an opening inventory of products and other supplies and materials; (8) provide proof, in a form satisfactory to us, that your operation of the Franchise at the Franchise location does not violate any applicable state or local zoning or land use laws, ordinances, or regulations, or any restrictive covenants that apply to such location; (9) provide proof, in a form satisfactory to us, that you (and/or your General Manager, as defined in Section 4.1, if any) are legally authorized and have all licenses necessary to perform all of the services to be offered by your Franchise, and that your organizational structure is consistent with all legal requirements, including but not limited to any required affiliation with a P.C. and/or management company; (10) provide proof, in a format satisfactory to us, that you have obtained all required insurance policies, and have named us, as an additional insurance under all such policies; (11) complete any other acts and requirements necessary to open the Franchise for business, including those set forth in our Operations Manual; (12) obtain our approval to open the Franchise for business; and (13) open the Franchise for business.

3.4 Computer System.

(a) *General Requirements.* You agree to exclusively use in the development and operation of the Franchise the computer terminals/billing 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.

(b) *Proprietary Software.* As a franchisee of Ervexia Occupational Health™, we will provide to you our proprietary software and POS system (the "Proprietary Software") which you will be required to install onto your Computer System, and use in the daily operation of the Franchise. 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 Ervexia Occupational Health™ 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 be required for all costs to purchase and maintain such additional software.

3.5 Equipment, Furniture, Fixtures, Furnishings and Signs. You agree to use in the development and operation of the Franchise only those brands, types, and/or models of equipment, furniture, fixtures, furnishings, and signs we have approved.

3.6 Franchise Opening. You agree not to open the Franchise for business until: (1) all of your obligations under Sections 3.1 through 3.4 of this Section have been fulfilled; (2) we determine that the Franchise has been constructed, decorated, furnished, equipped, and stocked with materials and supplies in accordance with plans and specifications we have provided or approved; (3) you and any of your Franchise employees whom

we require to complete our pre-opening Initial Training (as defined herein) to our satisfaction; (4) the Initial Franchise Fee (as defined in Appendix I) and all other amounts due to us have been paid; (5) you have furnished us with copies of all insurance policies required by Section 10.8 of this Agreement, or have provided us with appropriate alternative evidence of insurance coverage and payment of premiums as we have requested; (6) you have, if required, entered into a management service agreement relationship with a legally formed and licensed P.C., (7) we have approved any marketing, advertising, and promotional materials you desire to use, as provided in Section 11.2 of this Agreement, and (8) Complete the required federal certification training.

The Franchisor will provide, at our expense, an opening supervisor to be on site at your Unit Franchise to assist you with your operational efficiency, staff training, Ervexia Occupational Health™ setup and grand opening. The opening supervisor will be on site for a total of five (5) consecutive days consisting of days both before and after the Unit Franchise's opening. If your location is within the Development Area of one of our Area Representatives, the Area Representative may provide pre- and post- opening support on our behalf.

4. Training

4.1 General Manager. At your request, we may, but are not obligated to, agree for you to employ a general manager to operate the Franchise ("General Manager"). The term "General Manager" means an individual with primary day-to-day responsibility for the Franchise's operations, and may or may not be you (if you are an individual) or an Owner, officer, director, or employee of yours (if you are other than an individual). We may or may not require that the General Manager have an equity interest in the Franchise. The General Manager will be obligated to devote his or her full time, best efforts, and constant personal attention to the Franchise's operations, and must have full authority from you to implement the System at the Franchise. You must not hire any General Manager or successor General Manager without first receiving our written approval of such General Manager's qualifications. Each General Manager and successor General Manager must attend and complete our Initial Training (as defined herein). No General Manager may have any interest in or business relationship with any business competitor of your franchise. Each General Manager must sign a written agreement, in a form approved by us, to maintain confidential our Confidential Information described in Section 9.1, and to abide by the covenants not to compete described in Section 9.3. You must forward to us a copy of each such signed agreement. If we determine, in our sole discretion, during or following completion of the Initial Training program, that your General Manager (if any) is not qualified to act as General Manager of the Franchise, then we have the right to require you to choose (and obtain our approval of) a new individual for that position.

4.2 Training. You acknowledge that it is very important to the operation of the Franchise that you and your employees receive appropriate training. To that end, you agree as follows:

(a) No later than sixty (60) days before the Franchise opens for business, you must attend our initial, virtual training program for your Franchise (the "Initial Training"). You (if you are an individual) or at least one of your Owners (if you are a legal entity) must complete the Initial Training to our satisfaction. If you employ a General Manager other than yourself or one of your Owners, that General Manager must also complete the Initial Training to our satisfaction. Other employees may complete the Initial Training at your sole discretion and expense, provided you first obtain our approval and subject to availability of facilities and materials. The Initial Training will be held virtually. Upon request, we may agree to provide in-person training to you at our training facility in Scottsdale, Arizona, a Ervexia Occupational Health™ Franchise location we designate, your Franchise location, and/or at another location we designate. However, you will be responsible for all travel expenses associated with such training, including our travel expenses if you request that we train you at a location in close proximity to you. Our Initial Training programs may be different for each employee depending on their responsibilities at the Franchise. There will be no tuition charge for the persons whom we require to attend any Initial Training program or for any additional personnel of your choosing. All persons who attend our Initial Training must attend and complete the Initial Training to our satisfaction. If we, in our sole discretion, determine that any General Manager or employee who attends any Initial Training program is unable to satisfactorily complete such program, then you must not allow that person to work at your Unit Franchise, and must identify a substitute General Manager or employee who must enroll in the Initial Training program within fifteen (15) days thereafter, and complete the Initial Training to our satisfaction.

(b) You agree to attend, or to have your General Manager (if applicable) and/or other employees who you have had attend our Initial Training, complete such additional training programs at places and times as we may request from time to time during the term of this Agreement.

(c) In addition to providing the Initial Training described above, we reserve the right to offer and hold such additional ongoing training programs and franchisee meetings regarding such topics and at such times and locations as we may deem necessary or appropriate. We also reserve the right to make any of these training programs mandatory for you and/or designated owners, and/or representatives of yours, including your General Manager (if any). We reserve the right to charge you a daily attendance fee in an amount to be set by us for each attendee of yours who attends any mandatory or optional training program or owners meeting. If we offer any such mandatory training programs, then you or your designated personnel must attend a minimum of seventy-five percent (75%) of the programs offered on an annual basis.

(d) You agree to pay all wages and compensation owed to, and travel, lodging, meal, transportation, and personal expenses incurred by, all of your personnel who attend our Initial Training and/or any mandatory or optional training we provide.

(e) We may require your employees to periodically and on an ongoing basis, take and pass online computer training courses. While there is no cost to take such training, we may require all employees and staff to pass such training to our satisfaction before they may begin working at your Franchise location.

(f) The Franchise's General Manager (if any) and other employees shall obtain all certifications and licenses required by law in order to perform their responsibilities and duties for the Franchise.

5. Guidance; Operations Manual

5.1 Guidance and Assistance. During the term of this Agreement, we may from time to time furnish you guidance and assistance with respect to: (1) specifications, standards, and operating procedures used by Ervexia Occupational Health™ Unit franchises; (2) purchasing approved equipment, furniture, furnishings, signs, materials and supplies; (3) development and implementation of local advertising and promotional programs; (4) general operating and management procedures; (5) establishing and conducting employee training programs for your Franchise; and (6) changes in any of the above that occur from time to time. This guidance and assistance may, in our discretion, be furnished in the form of bulletins, written reports and recommendations, operations manuals and other written materials (the "Operations Manual"), and/or telephone consultations and/or personal consultations at our offices or your Franchise. If you request—and if we agree to provide—any additional, special on-premises training of your personnel or other assistance in operating your Franchise, then you agree to pay a daily training fee in an amount to be set by us, and all expenses we incur in providing such training or assistance, including any wages or compensation owed to, and travel, lodging, transportation, and living expenses incurred by, our Company personnel.

5.2 Operations Manual. The Operations Manual we lend to you will contain mandatory and suggested specifications, standards, and operating procedures that we prescribe from time to time for your Franchise, as well as information relative to other obligations you have in the operation of the Franchise. The Operations Manual may be composed of or include audio recordings, video recordings, or other digital or electronic formats, and/or other written or intangible materials. We may make all or part of the Manual available to you through various means, including the Internet. A previously delivered Operations Manual may be superseded from time to time with replacement materials to reflect changes in the specifications, standards, operating procedures and other obligations in operating the Franchise, you must keep your copy of the Operations Manual current. If you and we have a dispute over the contents of the Manual, then our master copy of the Manual will control. You agree that you will not at any time copy any part of the Operations Manual, permit it to be copied, disclose it to anyone not having a need to know its contents for purposes of operating your Franchise, or remove it from the Franchise location without our permission.

5.3 Modifications to System. We will continually be reviewing and analyzing developments in the healthcare industry, as well as developments in fields related to small-business management, and based upon our evaluation of this information, may make changes in the System, including but not limited to, adding new components to services offered and equipment used by Ervexia Occupational Health™ Unit franchises. Moreover, changes in laws regulating the services offered by Ervexia Occupational Health™ franchises may (a) require us to restructure our franchise program, (b) require your General Manager (if any) and employees to obtain additional licenses or certifications, (c) require you to retain or establish relationships with additional professionals and specialists in the healthcare industry, and/or (d) require you to modify your ownership or organizational structure. You agree, at our request, to modify the operation of the Franchise to comply with all such changes, and to be solely responsible for all related costs.

5.4 Advisory Councils. You agree to participate in, and, if required, become a member of any advisory councils or similar organizations we form or organize for Ervexia Occupational Health™ Unit franchises. We may, in our sole discretion, change or dissolve any advisory councils or similar organization we have formed or organized.

6. Fees & Costs

6.1 Initial Franchise Fee. You agree to pay us the initial franchise fee of Thirty-Five Thousand Dollars (\$35,000) (the "Initial Franchise Fee") when you sign this Agreement. In recognition of the expenses we incur in furnishing assistance and services to you, you agree that we will have fully earned the Initial Franchise Fee, and that is due and non-refundable when you sign this Agreement.

6.2 Royalty Fee. You agree to pay us a continuing franchise royalty fee ("Royalty Fee") in the amount of eight percent (8%) of the gross revenues of the Franchise for all periods, subject to the following minimum Royalty Fees: 1) for months 6-12: \$500/month; 2) for months 13-24: \$1,000/month; 3) for months 25-36: \$1,000; and for months 37 and beyond: \$1,500. This fee will be payable on the 1st of each month based on the Franchise's gross revenues. If the 1st of the month fall on a weekend or holiday, then the fee is payable on the next business day. The terms "gross revenues" shall, for purposes of this Agreement, mean the total of all revenue and receipts derived from the operation of the Franchise, including all amounts received at or away from the site of the Franchise, or through the business the Franchise conducts (such as fees for medical care, 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 Franchise actually makes. If Franchisee receives payment for any services through a check, ACH, wire or some other alternative payment method, Franchisee must manually enter the payment into our POS System. For the avoidance of doubt, you specifically acknowledge that "gross revenues" includes the gross revenues of any P.C. or any P.C. Clinics that are managed by you pursuant to a Management Services Agreement, even if those revenues are not recognized on your books, and that you are responsible for determining those revenues and paying the Royalty Fee as if those revenues were recognized on your books. You and we acknowledge and agree that the Royalty Fee represents compensation paid by you to us for the guidance and assistance we provide and for the use of our Marks, Confidential Information (as defined herein), know-how, and other intellectual property we allow you to use under the terms of this Agreement. The Royalty Fee does not represent payment for the referral of customers to you, and you acknowledge and agree that the services we offer to you and our other Ervexia Occupational Health™ franchisees do not include the referral of customers.

6.3 Local Advertising.

(a) By Franchisee. You agree to spend a certain amount per month on advertising in your local market area. This amount must be at one thousand (\$1,000.00). We may require you to use one or more required suppliers or vendors for your local advertising. All proposed local advertising must be submitted to and approved by us before you enter into any advertising agreements. Upon request, you must provide us (in a form we approve or designate) evidence of your required local advertising, marketing and promotional expenditures

by the thirtieth (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.

(b) *Local and Regional Advertising Cooperative.* In the event that more than one Ervexia Occupational Health™ Unit franchise is located in a Designated Market Area (“DMA”), we reserve the right to form, or require you and the other Unit Franchisees in the DMA to form, a local or regional advertising cooperative (the “Ad Co-op”). 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. We may require you to join any Ad Co-op and contribute to its funding. The amount you pay to your Ad Co-op is determined by the Co-op members. Amounts contributed to any Ad Co-op may be applied towards your Minimum Local Advertising Requirement set forth in Sections 6.3(a) and 11.2.

6.4 Software and Programing Fees. You are responsible for all costs associated with the purchase and installation of your Computer System necessary to operate your franchise. For each month during the term of this Agreement, you will be required to pay us a Technology Fee for the continued use and access to our CRM, training software, and other technology. The Technology Fee will be debited from the Account on the fifth (5th) day of each month for the preceding month. We reserve the right to increase the Technology Fee upon providing you thirty (30) days’ prior written notice, after which time, the new amount will be automatically debited from your account.

Our Technology Fee does not include the monthly cost to purchase and/or maintain additional software 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. You are responsible for the cost to purchase and maintain any other software licenses or programs that we may require you to use in connection with your franchise.

You must have commercially appropriate high speed internet access, 24 hours a day/7 days a week, as designated in the Operations Manual, beginning at least 30 days before the anticipated opening of the franchised business, which will permit us to provide pre-opening assistance and training to you, and will permit you to communicate with your customers, to connect on-line with us in order to transfer data and to adequately run the webcam system. You may use any Internet service provider (ISP) of your choosing that provides high speed dedicated access. You must utilize your corporate issued Ervexia Occupational Health™ email for your Unit Franchise 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.

6.5 Relocation Fee. If you must relocate the Premises of your Ervexia Occupational Health™ Unit franchise for any reason, you must pay to us a Franchise Relocation Fee (the “Relocation Fee”) of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). The Relocation Fee will help the Franchisor defray the costs of approving a new location, reviewing and approving plans for the new location, and updating Company records and marketing materials to reflect the new location.

6.6 Administrative Fees. In the event that you use, sell or distribute unauthorized products or services or fail to report the sale of any unauthorized products or services, we may, in addition to any other rights we may have, you will be responsible to pay us an administrative fee of One Hundred Dollars and No/100 Dollars (\$100.00) per day, any royalty due to us, and any amounts we incur due to or as a result of your sale of unapproved services or products if you do not cure such default within ten (10) days of receipt of notice from us of your violation. You understand and agree that we may debit such amounts directly from your bank account via EFT. However, we reserve the right to terminate your Unit Franchise and this Agreement if you use, sell, distribute or give away unauthorized services or products on three or more occasions within any consecutive twelve (12) month period, after being provided written notice to cease such activities.

6.7 Non-Compliance Fee. You must pay us a compliance fee of Five Hundred Dollars and No/100 Dollars (\$500.00) per day per violation, and any amounts we incur due to or as a result of your violation of any franchise standard, if you do not cure such violation(s) within ten (10) days of receipt of notice from us of your violation(s). You understand and agree that we may debit such amounts directly from your bank account via EFT. However, we reserve the right to terminate your Unit Franchise and this Agreement if have violated any franchise standard on three or more occasions within any consecutive twelve (12) month period, after being provided written notice to cure such violations.

6.8 Late Payments. All Royalty Fees, Advertising Fees, amounts due from you for purchases from us or our affiliates, and other amounts which you owe us or our affiliates (unless otherwise provided for in a separate agreement between us or our affiliates) will begin to accrue interest after their respective due dates at the lesser of (i) the highest commercial contract interest rate permitted by state law, and (ii) the rate of eighteen percent (18%) per annum. Payments due us or our affiliates will not be deemed received until such time as funds from the deposit of any check by us or our affiliates is collected from your account and has cleared. You acknowledge that the inclusion of this Section in this Agreement does not mean we agree to accept or condone late payments, nor does it indicate that we have any intention to extend credit to, or otherwise finance your operation of the Franchise. We have the right to require that any payments due us or our affiliates be made by certified or cashier's check in the event that any payment by check is not honored by the bank upon which the check is drawn. We also reserve the right to charge you a fee of Twenty-Five and No/100 Dollars (\$25.00) for any payment by check that is not honored by the bank upon which it is drawn.

6.9 Electronic Funds Transfer. We have the right to require you to participate in an electronic funds transfer program under which Royalty Fees, Advertising Fees, and any other amounts payable or owed to us or our affiliates, including any administrative fees, are deducted or paid electronically from your bank account (the "Account"). In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the payment due date. The amount actually transferred from the Account to pay Royalty Fees and Advertising Fees will be based on the Franchise's gross revenues as reported using our Proprietary Software, or such other software we shall designate from time to time. If you have not properly input the Franchise's gross revenues for any reporting period, then we will be authorized to debit the Account in an amount equal to one hundred twenty percent (120%) of the Royalty Fee, Advertising Fee, and other amounts transferred from the Account for the last reporting period for which a report of the Franchise's gross revenues was provided to us. If at any time we determine that you have under-reported the Franchise's gross revenues or underpaid any Royalty Fee or Advertising Fee due us under this Agreement, then we will be authorized to initiate immediately a debit to the Account in the appropriate amount, plus applicable interest, in accordance with the foregoing procedure. Any overpayment will be credited, without interest, against the Royalty Fee, Advertising Fee, and other amounts we otherwise would debit from your account during the following reporting period. Our use of electronic funds transfers as a method of collecting Royalty Fees and Advertising Fees due us does not constitute a waiver of any of your obligations to provide us with weekly reports as provided in Section 12, nor shall it be deemed a waiver of any of the rights and remedies available to us under this Agreement. In addition, you must pay us an insufficient funds fee of Twenty Five and 00/100 Dollars (\$25.00) or the greatest amount allowed by applicable law for each check given or electronic transfer made to us that is dishonored, fails to process, or is returned. We are entitled to collect interest and late fees in addition to any and all other remedies we may have.

6.10 Application of Payments. When we receive a payment from you, we have the right in our sole discretion to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for Royalty Fees, Advertising Fees, purchases, interest, or for any other reason, regardless of how you may designate a particular payment should be applied.

7. Marks

7.1 Ownership and Goodwill of Marks. You acknowledge that your right to use the Marks is derived solely from this Agreement, and is limited to your operation of the Franchise pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures we prescribe from time to

time during the term of the Franchise. You understand and acknowledge that our right to regulate the use of the Marks includes, without limitation, any use of the Marks in any form of electronic media, such as Websites (as defined herein) or web pages, or as a domain name or electronic media identifier. If you make any unauthorized use of the Marks, it will constitute a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that all your usage of the Marks and any goodwill established by your use will inure exclusively to our benefit and the benefit of our affiliates, and that this Agreement does not confer any goodwill or other interests in the Marks on you (other than the right to operate the Franchise in compliance with this Agreement). All provisions of this Agreement applicable to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, or logos we may authorize and/or license you to use during the term of this Agreement.

7.2 Limitations on Franchisee's Use of Marks. You agree to use the Marks as the sole trade identification of the Franchise, except that you will display at the Franchise location a notice, in the form we prescribe, stating that you are the independent owner of the Franchise pursuant to a Franchise Agreement with us. You agree not to use any Mark as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos and additional trade and service marks licensed to you under this Agreement), or in any modified form. You also shall not use any Mark or any commercial symbol similar to the Marks in connection with the performance or sale of any unauthorized services or products, or in any other manner we have not expressly authorized in writing. You agree to display the Marks in the manner we prescribe at the Franchise and in connection with advertising and marketing materials, and to use, along with the Marks, any notices of trade and service mark registrations we specify. You further agree to obtain any fictitious or assumed name registrations as may be required under applicable law.

7.3 Notification of Infringements and Claims. You agree to immediately notify us in writing of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights in any Mark or similar trade name, trademark, or service mark of which you become aware. You agree not to communicate with anyone except us and our counsel in connection with any such infringement, challenge, or claim. We have the right to exclusively control any litigation or other proceeding arising out of any actual or alleged infringement, challenge, or claim relating to any Mark. You agree 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.

7.4 Discontinuance of Use of Marks. If it becomes advisable at any time in our sole judgment for the Franchise to modify or discontinue the use of any Mark, or use one or more additional or substitute trade or service marks, including the Marks used as the name of the Franchise, then you agree, at your sole expense, to comply with our directions to modify or otherwise discontinue the use of the Mark, or use one or more additional or substitute trade or service marks, within a reasonable time after our notice to you.

7.5 Indemnification of Franchisee. We agree to indemnify you against, and reimburse you for, all damages for which you are held liable in any trademark infringement proceeding arising out of your use of any Mark pursuant to and in compliance with this Agreement, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim, and have otherwise complied with this Agreement.

8. Relationship of the Parties; Indemnification

8.1 Independent Contractor; No Fiduciary Relationship. This Agreement does not create a fiduciary relationship between you and us. You and we are independent contractors, and nothing in this Agreement is intended to make either party a general or special agent, joint venture, partner, or employee of the other for any purpose whatsoever. You agree to conspicuously identify yourself in all your dealings with customers, suppliers, public officials, Franchise personnel, and others as the owner of the Franchise pursuant to a Franchise Agreement with us, and to place any other notices of independent ownership on your forms, business cards, stationery, advertising, and other materials as we may require from time to time. If you operate in a state where unlicensed ownership of a medical practice is not permitted, you must NOT refer to yourself as the owner of the medical practice or Clinic.

8.2 No Liability, No Warranties. We have not authorized or empowered you to use the Marks except as provided by this Agreement, and you agree not to employ any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in liability to us for any indebtedness or obligation of yours. Except as expressly authorized by this Agreement, neither you nor we will make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the other, or represent that your and our relationship is other than that of franchisor and franchisee.

8.3 Indemnification. We will not assume any liability or be deemed liable for any agreements, representations, or warranties you make that are not expressly authorized under this Agreement, nor will we be obligated for any damages to you or any person or property directly or indirectly arising out of the operation of the business you conduct pursuant to this Agreement, whether or not caused by your negligent or willful action or failure to act. We will have no liability for any sales, use, excise, income, gross receipts, property, or other taxes levied against you or your assets, or on us, in connection with the business you conduct, or any payments you make to us pursuant to this Agreement (except for our own income taxes). We will not assume any liability or be deemed liable for any agreements you enter with any third parties, whether or not they are an approved or required vendor. You agree to indemnify, defend, and hold us, our affiliates and our and their respective owners, directors, officers, employees, agents, successors, and assigns (individually, an "Indemnified Party," and collectively, the "Indemnified Parties"), harmless against, and to reimburse such Indemnified Parties for, all such obligations, damages, and taxes for which any Indemnified Party may be held liable, and for all costs the Indemnified Party reasonably may incur in the defense of any such claim brought against the Indemnified Party, or in any such action in which the Indemnified Party may be named as a party, including without limitation actual and consequential damages; reasonable attorneys', accountants', and/or expert witness fees; cost of investigation and proof of facts; court costs; other litigation expenses; and travel and living expenses. Each Indemnified Party has the right to defend any such claim against the Indemnified Party. You further agree to hold us harmless and indemnify and defend us for all costs, expenses, and/or losses we incur in enforcing the provisions of this Agreement, defending our actions taken relating to this Agreement, or resulting from your breach of this Agreement, including without limitation reasonable attorneys' fees (including those for appeal), unless, after legal proceedings are completed, you are found to have fulfilled and complied with all of the terms of this Agreement. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Agreement.

9. Confidential Information; Non-Competition

9.1 Types of Confidential Information. We possess certain unique confidential and proprietary information and trade secrets consisting of the following categories of information, methods, techniques, products, and knowledge developed by us, including but not limited to: (1) services and products offered and sold at Unit franchises; (2) knowledge of sales and profit performance of any one or more Ervexia Occupational Health™ franchises; (3) knowledge of sources of products sold at Ervexia Occupational Health™ franchises, advertising and promotional programs, and image and decor; (4) our Proprietary Software; (5) methods, techniques, formats, specifications, procedures, information, systems, and knowledge of, and experience in, the development, operation, and franchising of Ervexia Occupational Health™ franchises; (6) customer lists, records, membership agreements and/or contracts; and (7) the selection and methods of training employees. We will disclose much of the above-described information to you in advising you about site selection, providing our Initial Training, the Operations Manual, our Proprietary Software, and providing guidance and assistance to you under this Agreement. In addition, in the course of the operation of your Franchise, you or your employees may develop ideas, concepts, methods, or techniques of improvement relating to the Franchise that you disclose to us, and that we may then authorize you to use in the operation of your Franchise, and may use or authorize others to use in other Ervexia Occupational Health™ franchises owned or franchised by us or our affiliates. Any such information disclosed to or developed by you will be referred to in this Agreement as "Confidential Information".

9.2 Non-Disclosure Agreement. You agree that your relationship with us does not vest in you any interest in the Confidential Information, other than the right to use it in the development and operation of the

Franchise, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information belongs to us, may contain trade secrets belonging to us, and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form or another form that may be copied or duplicated; and (4) will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including without limitation restrictions on disclosure to your employees, and the use of non-disclosure and non-competition agreements we may prescribe or approve for your shareholders, partners, members, officers, directors, employees, independent contractors, or agents who may have access to the Confidential Information. Each Owner, along with anyone that you provide Confidential Information to for the purpose of operating your Franchise shall execute the form of Non-Disclosure and Non-Competition Agreement attached as Appendix III.

9.3 Non-Competition Agreement. You agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure, and would be unable to encourage a free exchange of ideas and information among Ervexia Occupational Health™ franchises, if franchisees of Ervexia Occupational Health™ franchises were permitted to hold interests in any competitive businesses (as described below). Therefore, during the term of this Agreement, neither you, nor any Owner, nor any member of your immediate family or of the immediate family of any Owner, shall perform services for, or have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, manager, consultant, representative, or agent in, any business that offers products or services the same as or similar to those offered or sold at or by Ervexia Occupational Health™ Unit franchises. The ownership of one percent (1%) or less of a publicly traded company will not be deemed to be prohibited by this Section. Upon expiration or termination of this Agreement for any reason, you agree not to engage in a competitive business for a period of two (2) years after the termination or expiration and within twenty-five (25) miles of your Franchise Premises or any other Ervexia Occupational Health™ franchise location. Each Owner, along with anyone that you provide Confidential Information to for the purpose of operating your Franchise shall execute the form of Non-Disclosure and Non-Competition Agreement attached as Appendix III.

10. Ervexia Occupational Health™ Franchise Operating Standards

10.1 Condition and Appearance of the Franchise. You agree that:

(a) neither the Franchise nor the Premises will be used for any purpose other than the operation of the Franchise in compliance with this Agreement;

(b) you will maintain the condition and appearance of the Franchise; its equipment, furniture, furnishings, and signs; and the Premises in accordance with our standards and consistent with the image of a Ervexia Occupational Health™ Unit franchise as an efficiently operated business offering high quality services, and observing the highest standards of cleanliness, sanitation, efficient, courteous service and pleasant ambiance, and in that connection will take, without limitation, the following actions during the term of this Agreement: (1) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at reasonable intervals; (2) interior and exterior repair of the Premises; and (3) repair or replacement of damaged, worn out or obsolete equipment, furniture, furnishings and signs;

(c) you will not make any material alterations to the Premises or the appearance of the Franchise, as originally developed, without our advance written approval. If you do so, we have the right, at our option and at your expense, to rectify alterations we have not previously approved;

(d) you will promptly replace or add new equipment when we reasonably specify in order to meet changing standards or new methods of service;

(e) you will expend at least Seven Thousand Five Hundred and No/100 Dollars (\$7,500) every four (4) years in remodeling, expansion, redecorating and/or refurbishing of the Premises and the Franchise, if deemed necessary by us (any changes to the decoration or furnishing of the Premises must be approved by us);

(f) on notice from us, you will engage in remodeling, expansion, redecorating and/or refurbishing of the Premises and the Franchise to reflect changes in the operations of Ervexia Occupational Health™ franchises that we prescribe and require of new franchisees, provided that (1) no material changes will be required unless there are at least two (2) years remaining on the Initial Term of the Franchise (any changes to the decoration or furnishing of the Premises must be approved by us); and (2) we have required the proposed change in at least twenty-five percent (25%) of all similarly situated Company and affiliate-owned Ervexia Occupational Health™ locations, and have undertaken a plan to make the proposed change in the balance of such Company and affiliate-owned Ervexia Occupational Health™ locations (any expenditures incurred pursuant to this Section 10.1(f) shall apply to the requirement in Section 10.1(e));

(g) you will place or display at the Premises (interior and exterior) only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials that we from time to time approve; and

(h) if at any time in our reasonable judgment, the general state of repair, appearance, or cleanliness of the premises of the Franchise or its fixtures, equipment, furniture, or signs do not meet our standards, then we shall have the right to notify you specifying the action you must take to correct the deficiency. If you do not initiate action to correct such deficiencies within ten (10) days after receipt of our notice, and then continue in good faith and with due diligence, a bona fide program to complete any required maintenance or refurbishing, then we shall have the right, in addition to all other remedies available to us at law or under this Agreement, to enter the Premises or the Franchise and perform any required maintenance or refurbishing on your behalf, and you agree to reimburse us on demand.

10.2 Franchise Services and Products. You agree that (a) the Franchise will offer for sale all services and products that we from time to time specify for Ervexia Occupational Health™ locations; (b) the Franchise will offer and sell approved services and products only in the manner we have prescribed; (c) you will not offer for sale or sell at the Franchise, the Premises, or any other location any services or products we have not approved; (d) all products will be offered at retail prices, and you will not offer or sell any products at wholesale prices; (e) you will not use the Premises for any purpose other than the operation of the Franchise; and (f) you will discontinue selling and offering for sale any services or products that we at any time decide (in our sole discretion) to disapprove in writing. In the event that you use, sell or distribute unauthorized products or services or fail to report the sale of any unauthorized products or services, we may, in addition to any other rights we may have, you will be responsible to pay us an administrative fee of One Hundred Dollars and No/100 Dollars (\$100.00) per day, any royalty due to us, and any amounts we incur due to or as a result of your sale of unapproved services or products if you do not cure such default within ten (10) days of receipt of notice from us of your violation. You understand and agree that we may debit such amounts directly from your bank account via EFT. However, we reserve the right to terminate your Unit Franchise and this Agreement if you use, sell, distribute or give away unauthorized services or products on three or more occasions within any consecutive twelve (12) month period, after being provided written notice to cease such activities. You agree to maintain an inventory of approved products sufficient in quantity and variety to realize the full potential of the Franchise. We may, from time to time, conduct market research and testing to determine consumer trends and the saleability of new services and products. You agree to cooperate by participating in our market research programs, test marketing new services and products in the Franchise, and providing us with timely reports and other relevant information regarding such market research. In connection with any such test marketing, you agree to offer a reasonable quantity of the products or services being tested, and effectively promote and make a reasonable effort to sell them.

10.3 Approved Products, Distributors and Suppliers. We have developed or may develop various unique products or services that may be prepared according to our formulations. We have approved, and will continue to periodically approve, specifications for suppliers and distributors (which may include us and/or our affiliates) for products or services required to be purchased by, or offered and sold at, Ervexia Occupational

Health™ franchises, that meet our standards and requirements, including without limitation standards and requirements relating to product quality, prices, consistency, reliability, and customer relations. You understand and acknowledge we will not be liable to you or anyone else for any damages or claims arising out of or resulting from the acts or omissions any supplier and distributor of products or services, whether or not such supplier or distributor is an approved or required supplier or distributor of products or services. You agree that the Franchise will: (1) purchase any required products or services in such quantities as we designate; (2) utilize such formats, formulae, and packaging for products or services as we prescribe; and (3) purchase all designated products and services only from distributors and other suppliers we have approved. In the event we designate a required supplier or distributor during the term of this Agreement, or any subsequent franchise agreement, you must begin to use such required supplier or distributor with thirty (30) days of the date we notify you that you must use such supplier or distributor, unless we designate a longer period for you to switch or convert over to such supplier or distributor. Your failure or refusal to do so shall constitute a breach of this Agreement.

We may approve a single distributor or other supplier (collectively “supplier”) for any product, and may approve a supplier only as to certain products. We may concentrate purchases with one or more suppliers to obtain lower prices or the best advertising support or services for any group of Ervexia Occupational Health™ Unit franchised or operated by us. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), or other criteria, and may be temporary, pending our continued evaluation of the supplier from time to time.

If you would like to purchase any items 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 thirty (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.

We and/or our affiliates may be an approved supplier of certain products or services to be purchased by you for use and/or sale by the Franchise. We and our affiliates reserve the right to charge any licensed manufacturer engaged by us or our affiliates a royalty to manufacture products for us or our affiliates, or to receive commissions or rebates from vendors that supply goods or services to you. We or our affiliates may also derive income from our sale of products or services to you, and may sell these items at prices exceeding our or their costs in order to make a profit on the sale.

You shall not contact any of our vendors or suppliers without our prior consent. Unauthorized contact with any vendor or supplier constitute a breach of this Agreement. In addition, you will be responsible for any and all damages caused by your unauthorized communications with any of our vendors or suppliers.

10.4 Hours of Operation. You agree to keep the Franchise open for business that are agreed upon between you and the franchisor.

10.5 Specifications, Standards and Procedures. You agree to comply with all mandatory specifications, standards, and operating procedures relating to the appearance, function, cleanliness, sanitation and operation of the Franchise. Any mandatory specifications, standards, and operating procedures that we prescribe from time to time in the Operations Manual, or otherwise communicate to you in writing, will constitute provisions of this Agreement as if fully set forth in this Agreement. All references to “this Agreement” include all such mandatory specifications, standards, and operating procedures.

10.6 Compliance with Laws and Good Business Practices. You agree to secure and maintain in force in your name all required licenses, permits and certificates relating to the operation of the Franchise. You also agree to operate the Franchise in full compliance with all applicable laws, ordinances, and regulations, including without limitation all government regulations relating to HIPAA, unemployment insurance, and withholding and

payment of federal and state income taxes, social security taxes, and sales taxes. You agree that at all time during the term of this Agreement, that you will maintain sufficient working capital to fulfill your obligations under this Agreement. You agree to execute any and all documents, including documents with us, our agents, affiliates, etc., or others, that we may require from time to time, to ensure compliance with any applicable laws, whether such laws are applicable now or in the future.

All advertising you employ must be completely factual, in good taste (in our judgment), and conform to the highest standards of ethical advertising and all legal requirements. You acknowledge that medicine is a regulated profession and that certain marketing requirements need to be engaged in a manner that conforms to state and/or local regulation or code. You shall be required to inform yourself of those requirements and strictly comply with their protocols. You agree that in all dealings with us and any of our affiliates, other franchisees, your customers, your suppliers, and public officials, you will adhere to all manner of code, regulation and law and the highest standards of honesty, integrity, fair dealing and ethical conduct. You further agree to refrain from any business or advertising practice that may be legally non-compliant or harmful to the business of the Franchisor, the Franchise, and/or the goodwill associated with the Marks and other Ervexia Occupational Health™ franchises.

You must notify us in writing within five (5) days of any of the following: (1) the commencement of any action, investigation, suit, or proceeding, and/or of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental unit of the Franchise or any Owner, that may adversely affect the Franchise's operations, financial condition, or reputation; or the reputation of the Franchisor and/or the goodwill associated with the Marks; (2) your receipt or knowledge any notice of violation of any law, ordinance, or regulation relating to any health, safety, medical, or healthcare rules or laws, as well as any inquires that may lead to a notice of violation of any such rules or laws; (3) any activity or action, involving your Franchise, the Franchisee, or any Owner, which may be involved in the operations of the Franchise, the reputation of the Franchise or the Franchisor, or the goodwill associated with the Marks; or (4) whether you or any of your Owners are indicted for, convicted of, or plead no contest to a felony, or are indicted for, convicted or plead no contest to any crime or offense, which may adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks.

You agree that the Franchisor shall have the right to conduct periodic background and/or credit checks on you or any of your Owners. You agree to cooperate by providing any necessary information or authorizations necessary to conduct such background or credit checks. You understand and acknowledge that the purpose of such background and credit checks is to verify compliance with your duty to report adverse legal or financial changes that may adversely affect the operation of the Franchise, the reputation of the Franchise or the Franchisor, and/or the goodwill associated with the Marks or the validity of the Agreement.

10.7 Management and Personnel of the Franchise. Unless we approve your employment of a General Manager to operate the Franchise as provided in Section 4.1, you must actively participate in the actual, on-site, day-to-day operation of the Franchise, and devote as much of your time as is reasonably necessary for the efficient operation of the Franchise. If you are other than an individual, then at least one (1) Owner, director, officer, or other employee of you whom we approve, must comply with this requirement. If we agree that you may employ a General Manager, then the General Manager must fulfill this requirement. Each General Manager shall obtain all licenses and certifications required by law before assuming his or her responsibilities at the Franchise. You will ensure that your employees and independent contractors of the Franchise have any licenses as may be required by law, and hold or are pursuing any licenses, certifications, and/or degrees required by law or by us in the Operations Manual, as updated from time to time. You will be exclusively responsible for the terms of your employees' and independent contractors' employment and compensation, and for the proper training of your employees and independent contractors in the operation of the Franchise. You must establish any training programs for your employees and/or independent contractors that we may prescribe in writing from time to time. In order to protect and maintain the goodwill of the Marks and the system, you must require all employees and independent contractors to maintain a neat and clean appearance, and conform to the standards of dress that we specify in the Operations Manual, as updated from time to time. Each of your employees and independent contractors must sign a written agreement, in a form approved by us, to maintain confidential our Confidential Information, proprietary information, and trade secrets as described in Section 9.1, and to abide by

the covenants not to compete described in Section 9.3. You must forward to us a copy of each such signed agreement. In order to protect and maintain the goodwill of the Marks and the system, all of your employees and independent contractors must render prompt, efficient and courteous service to all customers of the Franchise. You agree not to recruit or hire, either directly or indirectly, any employee (or a former employee, for sixty (60) days after his or her employment has ended) of any Ervexia Occupational Health™ franchise operated by us, our affiliates, or another Ervexia Occupational Health™ franchisee without first obtaining the written consent of us, our affiliate, or the franchisee that currently employs (or previously employed) such employee. If you violate this provision, in addition to any other right or remedy we may have, you agree to pay the employee's current or former employer twice the employee's annual salary, plus all costs and attorneys' fees incurred as a result of the violation. This amount is set at twice the employee's annual salary because it is a reasonable estimation of the damages that would occur from such a breach, and it will almost certainly be impossible to calculate precisely the actual damages from such a breach.

Notwithstanding the foregoing, you understand that we will not have any duty or obligation to operate your Franchised Business, to direct or supervise your employees, or to oversee your employment policies or practices, and that you shall be solely responsible for such activities, as well as all other day-to-day activities and operations relating to your Franchised Business.

10.8 Insurance. Before you open the Franchise and during any Term of this Agreement, you must maintain in force, under policies of insurance written on an occurrence basis issued by carriers with an A.M. Best rating of A-VIII or better approved by us, and in such amounts as we may determine from time to time: (1) comprehensive public, professional, product, sexual harassment, medical malpractice and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchise or otherwise in conjunction with your conduct of the Franchise Business pursuant to this Agreement, under one or more policies of insurance containing minimum liability coverage amounts as set forth in the Operations Manual; (2) general casualty insurance, including theft, cash theft, fire and extended coverage, vandalism and malicious mischief insurance, for the replacement value of the Franchise and its contents, and any other assets of the Franchise; (3) worker's compensation and employer's liability insurance as required by law, with limits equal to or in excess of those required by statute; (4) business interruption insurance for a period adequate to reestablish normal business operations, but in any event not less than six (6) months; (5) any other insurance required by applicable law, rule, regulation, ordinance or licensing requirements; and (6) umbrella liability coverage with limits of not less than \$1,000,000/\$3,000,000 or such other amounts that we may establish in the Operations Manual. You must purchase such insurance coverage(s) only from our approved or designated supplier(s). We may periodically increase or decrease the amounts of coverage required under these insurance policies, and/or require different or additional kinds of insurance, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

Each insurance policy must name us (and, if we so request, our members, directors, employees, agents, and affiliates) as additional insureds, and must provide us with thirty (30) days' advance written notice of any material modification, cancellation, or expiration of the policy. Deductibles must be in reasonable amounts, and are subject to review and written approval by us. You must provide us with copies of policies evidencing the existence of such insurance concurrently with execution of this Agreement and prior to each subsequent renewal date of each insurance policy, along with certificates evidencing such insurance. 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.

Prior to the expiration of the term of each insurance policy, you must furnish us with a copy of a renewal or replacement insurance policy and appropriate certificates of insurance. If you at any time fail or refuse to maintain any insurance coverage required by us, or to furnish satisfactory evidence thereof, or to name us as an additional insured under any such policies, then we, at our option and in addition to our other rights and remedies under this Agreement, may, but need not, obtain such insurance coverage on your behalf. You shall immediately

reimburse us on demand for any costs or premiums paid or incurred by us, and pay an administrative fee of Five Hundred Dollars and No/100's (\$500.00) plus any other fees, including attorneys' fees, which we may incur. If you fail to pay us within ten (10) days of our demand for reimbursement, we reserve the right to debit your account the amounts owed to us for any premiums paid on your behalf for such insurance coverage along with any other administrative fees, costs, surcharges expenses and fees we incur to obtain such coverage on your behalf or on behalf of your franchise. We reserve the right to require you to provide us with an application for insurance (in a form acceptable to our required supplier for insurance) for any medical professional that has been offered a position to work in a Franchise location so that we may, if you fail to do so, procure any necessary insurance coverage for such medical professional. Nothing in this Section 10.8 or elsewhere in this Agreement shall negate or otherwise effect our right to terminate this Agreement for failure to meet all applicable insurance requirements pertaining to your Franchise.

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 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 10.8, 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 the Premises.

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 Section 7 of this Agreement.

10.9 Credit Cards and Other Methods of Payment. You must at all times have arrangements in existence with Visa, Master Card, American Express, Discover and any other credit and debit card issuers or sponsors, check verification services, and electronic fund transfer systems that we designate from time to time, in order that the Franchise may accept customers' credit and debit cards, checks, and other methods of payment. We may require you to obtain such services through us or our affiliates.

10.10 Pricing. To the extent permitted by applicable law, we may periodically establish maximum and/or minimum prices for services and products that the Franchise location offers, including without limitation, prices for promotions in which all or certain Ervexia Occupational Health™ Unit Franchises participate. If we establish such prices for any services or products, you agree not to exceed or reduce that price, but will charge the price for the service or product that we establish. You hereby agree to apply any pricing matrix or schedule established by us. If you wish to offer an alternate pricing matrix, you must obtain our prior written approval, which approval we may withhold in our sole and absolute discretion. In states where you must enter a Management Services Agreement (Section 2.3), this provision shall be modified, to the extent legally permissible, and/or legally construed to conform to the laws of the state where your Franchise location will be located.

11. Advertising

11.1 By Franchisee. You must spend, in addition to any contributions to the Ad Fund, a minimum of one thousand (\$1,000.00) beginning your third full month of operations after you open your Unit Franchise for business. You will be responsible for the local marketing of your Unit Franchise. 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 thirtieth (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.

You agree to list and advertise the Franchise within your market area, in those business classifications as we prescribe from time to time, using any standard form of advertisement we may provide.

On each occasion before you use them, samples of all local advertising and promotional materials not prepared or previously approved by us must be submitted to us for approval. We will approve or disapprove each submittal within fifteen (15) days of when we receive such submittal. You agree not to use any advertising or promotional materials that we have disapproved. You will be solely responsible and liable to ensure that all advertising, marketing, and promotional materials and activities you prepare comply with applicable federal, state, and local law, and the conditions of any agreements or orders to which you may be subject.

11.2 Local and Regional Advertising Cooperatives. You are required to join and participate in any Ad Co-ops (as defined in Section 6.4). One function of the Co-op is to establish a local or regional advertising pool, of which the funds must be used for local or regional advertising purposes, and for the mutual benefit of each Co-op member. All Ad Co-ops must operate according to their bylaws. We have the right to specify the manner in which any Ad Co-ops are organized and governed, and may require any and all Ad Co-ops to be legal entities of the state where they are located. You must contribute to the Ad Co-op according to the Ad Co-op's rules and regulations, and bylaws, as determined by the Co-op members. Amounts contributed to any Ad Co-op may be applied towards your Minimum Local Advertising Requirement set forth in Sections 6.4(a) and 11.2.

11.3 Websites and Other Forms of Advertising Media. You acknowledge and agree that any Website or Other Forms of Advertising Media (as defined below) will be deemed "advertising" under this Agreement, and will be subject to, among other things, the need to obtain our prior written approval in accordance with Sections 7.2 and 11.1. As used in this Agreement, the term or reference to "Website or Other Forms of Advertising Media" means any interactive system, including but not limited to all types of online communications, virtual applications, social media, or the like, including but not limited to Groupon, Living Social, Facebook, Twitter, etc., that you operate or use, or authorize others to operate or use, and that refer to the Franchise, the Marks, us, and/or the System. The term or reference Website or Other Forms of Advertising Media includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website or Other Forms of Advertising Media, you agree to the following:

(a) Before establishing any Website or Other Form of Advertising Media, you will submit to us a sample of such Website or Other Form of Advertising Media format and information in the form and manner we may require.

(b) You will not establish or use any Website or Other Forms of Advertising Media without our prior written approval.

(c) In addition to any other applicable requirements, you must comply with our standards and specifications for Website or Other Forms of Advertising Media as we prescribe in the Operations Manual or otherwise in writing, including any specifications relating to the use of organic and paid search engine optimization, keyword and landing page management. If we require, you will establish a website as part of our corporate website and/or establish electronic links to our corporate website.

(d) If you propose any material revision to Website or Other Forms of Advertising Media or any of the information contained therein, you will submit each such revision to us for our prior written approval.

12. Accounting, Reports & Financial Statements

You agree to maintain, at your own expense, our Proprietary Software and other accounting software, to act as a bookkeeping, accounting, and record keeping system for the Franchise. Our Proprietary Software includes the capability of being pulled by our central computer system, which you agree to permit. With respect to the operation and financial condition of the Franchise, we shall have the right to pull from our Proprietary Software (if available), or require you to provide from your accounting software (in a form we designate) the following: (1) by Tuesday of each week, an electronic report of the Franchise's gross revenues for the preceding week ending on, and including, Sunday, and any other data, information, and supporting records that we may

require; (2) by the thirtieth (30th) day of each month, a profit and loss statement for the preceding calendar month, and a year-to-date profit and loss statement and balance sheet; (3) within ninety (90) days after the end of your fiscal year, a fiscal year-end balance sheet, and an annual profit and loss statement for that fiscal year, reflecting all year-end adjustments; and (4) such other reports as we require from time to time (collectively, all of the above are referred to as "Reports"). You agree to input all Franchise transactions into our Proprietary Software and your accounting software in a timely manner to ensure that all Reports are accurate. You agree to maintain and furnish upon our request complete copies of federal and state income tax returns you file with the Internal Revenue Service and state tax departments, reflecting revenues and income of the Franchise or the corporation, partnership, or limited liability company that holds the Franchise. You agree to retain hard copies of all records for a minimum of four (4) years.

You understand that system-wide monthly key performance indicators (KPI) information is important in measuring the success of the Ervexia Occupational Health™ brand and in helping Ervexia Occupational Health™ franchisees to know how they compare to others in the franchise system. As such, you agree to allow us to share clinic level KPI's with the rest of the franchise system. Additionally, you understand and agree that neither your, nor any of your partners, agents, representatives, employees, or the like, or any of their respective family members, will share

system-wide monthly KPI's information outside of the Franchise System, and that doing so would constitute a violation of your Franchise Agreement.

13. Inspections & Audits

13.1 Company's Right to Inspect the Franchise. To determine whether you and the Franchise are complying with this Agreement and the specifications, standards, and operating procedures we prescribe for the operation of the Franchise, we or our agents have the right, at any reasonable time and without advance notice to you, to: (1) inspect the Premises; (2) observe the operations of the Franchise for such consecutive or intermittent periods as we deem necessary; (3) interview personnel of the Franchise; (4) interview customers of the Franchise; and (5) inspect and copy any books, records and documents relating to the operation of the Franchise. You agree to fully cooperate with us in connection with any of those inspections, observations and interviews. You agree to present to your customers any evaluation forms we periodically prescribe, and agree to participate in, and/or request that your customers participate in, any surveys performed by or on our behalf. Based on the results of any such inspections and audits and your other reports, we may provide to you such guidance and assistance in operating your Franchise as we deem appropriate.

13.2 Company's Right to Audit. We have the right at any time during business hours, and without advance notice to you, to inspect and audit, or cause to be inspected and audited, the business records, bookkeeping and accounting records, sales and income tax records and returns and other records of the Franchise, and the books and records of any corporation, limited liability company, or partnership that holds the Franchise. You agree to fully cooperate with our representatives and any independent accountants we may hire to conduct any inspection or audit. If the inspection or audit is necessary because of your failure to furnish any reports, supporting records, other information or financial statements as required by this Agreement, or to furnish such reports, records, information, or financial statements on a timely basis, or if an understatement of gross revenues for any period is determined by an audit or inspection to be greater than two percent (2%), then you agree to pay us all monies owed, plus interest of one and one-half percent (1.5%) per month, and reimburse us for the cost of such inspection or audit, including without limitation any attorneys' fees and/or accountants' fees we may incur, and the travel expenses, room and board, and applicable per diem charges for our employees or contractors. The above remedies are in addition to all our other remedies and rights under this Agreement or under applicable law.

14. Transfer Requirements

14.1 Transfer by Us. We may sell, assign, transfer, convey, give away, pledge, hypothecate, mortgage or otherwise encumber ("transfer") all or any part of our rights, interests or obligations in this Agreement to any person or entity, who expressly assumes our obligations under this Agreement. After our transfer of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer have any performance or other obligations under this Agreement.

14.2 Transfer by Franchisee.

(a) Your rights and obligations under this Agreement are personal to you, and we have granted the Unit Franchise in reliance on your and/or your principal owners' skills, financial capacity, personal character, and reputation for honesty, integrity and fair dealing. Accordingly, you and your successors, assigns, shareholders, partners and members, may not transfer any interest in you, in this Agreement or any related agreement, in the Unit Franchise, without our prior written consent. Any purported transfer not having our prior written consent will be void.

(b) We will not unreasonably withhold our consent to a transfer of any interest in you, this Agreement, any related agreement, or the Unit Franchise, but if a transfer, alone or together with other previous, simultaneous or proposed transfers, has the effect of transferring either a controlling interest in or operating control of you, this Agreement, any related agreement, or the Unit Franchise, we may, in our sole discretion, require as conditions to our consent that, except in the event of a Permitted Transfer (defined below) these do not apply:

(i) You are in compliance with the terms of this Agreement;

(ii) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has demonstrated to our satisfaction that it meets the then-current standards which we would normally apply to any prospective franchisee; including, but not limited to, meeting our educational, personal, managerial and Unit Franchise standards; possesses a good moral character and a good business reputation; has the aptitude and ability to operate the Unit Franchise (as may be shown by prior related experience); has adequate financial resources and capital to operate the Unit Franchise; is financially responsible and has a good credit rating; will be likely in our sole and absolute judgment to comply with the terms of the then-current standard franchise agreement and Operations Manual; and has no direct or indirect connection with any actual or potential competitor of us or any of our franchisees;

(iii) Your debts to us and others relating to the Unit Franchise have been satisfied;

(iv) You and the transferor have signed a general release, in a form we prescribe or that is satisfactory to us, of any claims against us and our partners, shareholders, officers, directors, employees and agents, in their corporate and individual capacities;

(v) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has entered into a written consent to transfer agreement, in a form satisfactory to us (a form of transfer agreement has provided as part of the FDD);

(vi) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) executes our then-current standard franchise agreement for a term equal to the remaining portion of the term on the transferor's franchise agreement and signs all related agreements (including any guaranty agreements). The then-current franchise agreement may contain terms substantially different from those in this Agreement, including different fees (all then-current fees, except as stated herein must be paid by transferee), advertising contributions, training requirements and territory. Transferee will not pay the Grand Opening fee if the Clinic is already open for business. Depending on the then-current demographics of the Territory, and on our then-current standards for territories, if the Territory is larger than our then-current standard territory, we may require the transferee to accept a transfer territory smaller than the Territory;

(vii) The transferee and its general manager, if any, have agreed to successfully complete (at the transferee's expense and to our satisfaction) any then-current initial training programs;

(viii) You or the transferor has paid us a transfer fee equal to twenty-five percent (25%) of the then-current franchise fee, and you are not in default of this agreement or any other agreement with us. You must reimburse us for reasonable expenses incurred by us in investigating and processing any proposed new

transferee where the transfer is not consummated for any reason, including but not limited to any attorneys' fees we incur (not to exceed \$2,500) plus costs and expenses. If you are in default of this Agreement, or any other agreement with us, in addition to the transfer fee, we may require you to pay any amounts we deem necessary, in our sole discretion, to cure the default, provided that the default is curable;

(ix) We have decided not to exercise our right of first refusal, if any, under Section 14.4;

(x) You have updated your equipment and Premises to our then-current specifications in the Operations Manual;

(xi) We have determined that the material terms of the transfer, including the price and terms of payment, will not be so burdensome as to adversely affect the operation of the Unit Franchise by the transferee; and

(xii) If any part of the sale price of any transferred interest is to be financed, the transferor will have agreed that all obligations of the transferee under any promissory notes, agreements or security interests reserved by the transferor in the assets of the Unit Franchise will be subordinate to the obligations of the transferee to pay marketing and consulting fees, advertising contributions, and other amounts due to us and our affiliates, and to comply with the franchise agreement signed by the transferee.

(c) No transfer in the nature of a grant of a security interest in you, this Agreement, any related agreement, the Unit Franchise or the Premises will be permitted without our prior written consent, which we may grant or withhold in our sole discretion. If we consent to a transfer in the nature of a grant of a security interest, and if the holder of the security interest later seeks to exercise your right or assume the interest of you in the Unit Franchise, this Agreement, any related agreement, you or the Premises due to a default under any documents related to the security interest, we will have the option to purchase the rights of the secured party by paying all sums then due to the secured party, and the secured party will sign an agreement to that effect before any transfer takes place.

(d) A "Permitted Transfer" under Section 14.2 is defined as either (i) a transfer of an ownership interest in you or your entity of less than five percent (5%), or (ii) a transfer of any ownership interest in you or your entity to a spouse, child, sibling, or parent, or a trust or similar entity created for the benefit of any of the foregoing persons, provided that neither (i) nor (ii) may result in the creation of a controlling ownership stake in the transferee, whether through one or an aggregated series of such transfers. You must provide us written notice of any Permitted Transfer in you or your entity. Any individual who becomes an owner in you due to a Permitted Transfer must (if they have not already) sign a personal guaranty agreement ("Guaranty") in the form found in Appendix II to this Agreement. You and any owners who previously signed a Guaranty will not be released from a signed Guaranty upon a Permitted Transfer, unless otherwise agreed to by us in writing.

14.3 Transfer to Franchisee's Legal Entity. If a proposed transfer is to a legal entity you control, our consent to the transfer may, in our sole discretion, be conditioned on the following requirements:

a. The legal entity's activities will be confined exclusively to operating the Unit Franchise;

b. You will own a majority stock interest, partnership or membership interest in the legal entity, and will act as its principal operating officer, partner or member;

c. Each stock certificate or certificate of interest in the legal entity will have conspicuously endorsed on its face a statement in a form satisfactory to us that it is held subject to, and that further transfer is subject to, all restrictions on transfers in this Agreement;

d. All shareholders, partners, or members will jointly and severally guarantee the legal entity's performance and will bind themselves to the terms of this Agreement and any related agreements;

e. You will maintain a then-current list of all partners, members or shareholders and beneficial owners of any class of stock, and furnish the list to us on request; and

f. Copies of the transferee's Certificate and Articles of Incorporation, Certificate and Articles of Organization, Certificate and Agreement of Partnership, By-Laws, resolution authorizing entry into this Agreement and any other significant governing documents, will be promptly furnished to us upon request.

14.4 Our Right of First Refusal.

a. If you or any other person or entity at any time determines to sell an interest in you, the Unit Franchise or the Premises, you agree to immediately submit to us a true and complete copy of the offer (and any proposed ancillary agreements). The offer must apply only to an interest in you, the Unit Franchise or the Premises. It must not include the purchase of any of your other property or rights (or those of your shareholder, partner, or member), but if the offeror proposes to buy any other of your property or rights (or those of a shareholder, partner or member) under a separate, contemporaneous offer, the price and terms of purchase offered to you (or to your shareholder, partner or member) for the interest in you, the Franchise or the Premises will reflect the bona fide price offered and will not reflect any value for any other property or rights. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price. We will have the right, exercisable by written notice delivered to you, or the person or entity involved, within thirty (30) days after receipt of the copy of the offer, to purchase the interest for the price and on the terms in the offer, but we may substitute cash, a cash equivalent or marketable securities of equal value for any form of payment proposed in the offer. Our credit will be deemed equal to the credit of any proposed purchaser, and we will have not less than sixty (60) days to prepare for closing. We will be entitled to purchase the interest subject to all customary representations and warranties given by the seller of the assets of a business or voting stock of an incorporated business, as applicable, including representations and warranties as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts, and liabilities, contingent or otherwise, of any corporation whose stock is purchased. If we do not exercise our right of first refusal, you or the person or entity involved may complete the sale to the purchaser under the terms of the offer subject to our consent to the transfer under Section 14.2(b), but if the sale to the purchaser is not completed within one hundred twenty (120) days after receipt of the offer by us, or if there is a material change in the terms of the sale, we will have an additional right of first refusal for thirty (30) days on the same terms as were applicable to the initial right of first refusal.

b. If the transfer is a Permitted Transfer, we will not have any right of first refusal as provided in Section 14.4(a), unless the proposed transferee has a direct or indirect connection with any actual or potential competitor of us or any of our franchisees. However, written notification of this type of transfer must be provided to us by the transferor at least thirty (30) days before consummation of that transfer.

14.5 Transfer On Death, Permanent Incapacity or Dissolution. On the death or permanent incapacity of any person with an interest in you, this Agreement, any related agreement, the Franchise or the Premises, or on your dissolution if you are a legal entity, the executor, administrator, personal representative or trustee ("personal representative") of that person or entity will transfer his, her or its interest to a third party reasonably acceptable to us within one hundred eighty (180) days after assuming that capacity. Any transfer of this type, including a transfer by devise or inheritance, will be subject to the same requirements as other transfers under this Agreement, but if the transfer is to a spouse, child or parent, the fee required under Section 14.2(b) (viii) will not be required. If the personal representative has, in good faith, proposed a transferee and we, in good faith, do not approve the proposed transferee, the personal representative will be given additional time, not to exceed one hundred eighty (180) days, to propose another transferee for our approval. If the personal representative is unable to meet these conditions, the personal representative of that deceased person will have an additional sixty (60) days to dispose of the interest, which disposition will be subject to the requirements for transfers in this Agreement, including the requirements of this Section 14. If the interest is not disposed of within the additional sixty (60) days (or such additional time as we otherwise agree), we may terminate this Agreement.

14.6 Interim Operation of Unit Franchise on Death or Permanent Disability. Pending transfer on your death or permanent incapacity (or your principal operating officer, partner or member, if you are a legal entity), we will have the option to operate the Unit Franchise on your behalf until an approved transferee is able to assume the operation of the Unit Franchise, for a period of up to fourteen (14) months without the consent of you, your personal representative or your successor in interest. All funds from the operation of the Unit Franchise during the period of operation by us will be kept in a separate fund, and all expenses we incur, including compensation, other costs and travel and living expenses (the "Management Expenses"), will be charged to the fund. As compensation for services provided, we will charge the fund the full amount of the Management Expenses incurred during the period of our operation. We will only have a duty to utilize reasonable efforts in operating the Unit Franchise, and will not be liable to you or your principals for any debts, losses or obligations incurred by the Unit Franchise, or to any creditor for any equipment, inventory, products, supplies or services purchased for the Unit Franchise during any period in which it is operated by us.

14.7 Non-Waiver of Claims. Our consent to a transfer of any interest in you, this Agreement, any related agreement, the Franchise or the Premises will not be a waiver of any claims we may have against the transferring party, nor will it be a waiver of our right to demand the transferee's compliance with the terms of this Agreement.

14.8 Effect of Consent to Transfer. Our consent to a proposed Transfer pursuant to this Section 14 will not constitute a waiver of any claims we may have against you or any Owner, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of this Agreement by the Proposed New Owner.

14.9 Consent Not Unreasonably Delayed. If all the conditions are met to transfer the FA or any interest therein, we will not unreasonably delay granting our consent to the transfer.

15. Termination of the Franchise

We have the right to terminate this Agreement effective immediately upon delivery of notice of termination to you, if:

(a) you fail to open your Franchise for business by the Opening Deadline, subject to the extension set forth in Section 3.1(c); or

(b) you abandon, surrender, transfer control of, lose the right to occupy the Premises of, or do not actively operate the Franchise, or your lease for or purchase of the location of the Franchise is terminated for any reason; or

(c) you or your Principal Owners make any unauthorized use of the Marks, including but not limited to using the Marks in any unapproved advertising, social media, website, or in any other unapproved manner, and fail to cure such unauthorized use within ten (10) days written notice;

(d) you or your Principal Owners assign or Transfer this Agreement, any Interest, the Franchise, or assets of the Franchise without complying with the provisions of Section 14; or

(e) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debt generally as they become due; your consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; your Unit Franchise is attached, seized, subjected to a writ of distress, warrant, or levied upon, unless the attachment seizure, writ, warrant or levy is vacated within thirty (30) days, or any order appointing a receiver, trustee or liquidator of you or your Unit Franchise is not vacated within thirty (30) days following the order and entry;

(f) you use, sell, distribute or give away any unauthorized services or products on three or more occasions within any consecutive twelve (12) month period; or

(g) you fail to maintain any licenses or permits necessary for the operation of the Franchise and/or fail to comply with any state and federal regulations which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or

(h) you or any of your Principal Owners are convicted of or plead no contest to a felony or are convicted or plead no contest to any crime or offense, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or

(i) you are involved in any action or activity, including but not limited to dishonest, unethical, or illegal actions or activities, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or

(j) you (or any of your owners) have made or knowingly make a materially false or incomplete statement in any report submitted to us;

(k) we discover that you knowingly made a materially false or incomplete statement to us to obtain the Franchise;

(l) you (or any of your owners) participate in in-term competition contrary to Section 9.3

(m) you fail to timely notify of any event, action or other action identified in Section 10.6, which is reasonably likely to adversely affect the reputation of the Franchisor, the Franchise, and/or the goodwill associated with the Marks; or

(n) you or any of your employees violate any health or safety law, ordinance or regulation, or operate the Franchise in a manner that presents a health or safety threat, hazard or danger to your customers or the public, which hazard, threat or danger you acknowledge is determined by our commercial business judgment; or

(o) you fail to maintain a valid license to practice and/or fail to comply with any with state and federal regulations, other than those covered by subsection (f), and do not cure the failure within twenty (20) days after written notice is given to you; or

(p) you do not pay when due any monies owed to us or our affiliates, and do not make payment within ten (10) days after written notice is given to you; or

(q) you fail to procure or maintain any and all insurance coverage that we require, or otherwise fail to name us as an additional insured on any required insurance policies and failure to do so within ten (10) days after written notice is given to you; or

(r) you or any of your Principal Owners receive three (3) or more written notices of default from us, within any period of twelve (12) consecutive months, concerning any material breach by you. Whether or not such breaches shall have been cured, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure; or

(s) you or any of your Principal Owners fail to comply with any other provision of this Agreement or any mandatory specification, requirement, standard, or operating procedure, including those in our Operations Manual, and you fail to make the required changes or to comply with such provision, specification, requirement, standard or operating procedure, within thirty (30) days after written notice of your failure to comply is given to you.

In addition, if, in the opinion of our legal counsel, any provision of this Agreement is contrary to law, then you and we agree to negotiate in good faith an amendment that would make this Agreement conform to the applicable legal requirements. If you and we are unable to reach an agreement on the applicable legal requirements, or if fundamental changes to this Agreement are required to make it conform to the legal

requirements, then we reserve the right to terminate this Agreement upon notice to you, in which case all of the post-termination obligations set forth in Section 16 shall apply.

We shall be entitled to recover all costs, including attorneys' fees, incurred in connection with the termination.

16. Rights & Obligations of Company and Franchisee Upon Termination or Expiration of the Franchise

16.1 Payment of Amounts Owed to Company. You agree to pay us within five (5) days after the effective date of termination or expiration of the Franchise, or any later date that the amounts due to us are determined, all amounts owed to us or our affiliates which are then unpaid.

16.2 Marks and Other Information. You agree that after the termination or expiration of the Franchise you will:

- (a) not directly or indirectly at any time identify any business with which you are associated as a current or former Ervexia Occupational Health™ franchise or franchisee;
- (b) not use any Mark or any colorable imitation of any Mark in any manner or for any purpose, or use for any purpose any trademark or other commercial symbol that suggests or indicates an association with us;
- (c) return to us all customer lists, records, membership agreements and/or contracts, forms and materials containing any Mark or otherwise relating to a Ervexia Occupational Health™ franchise or its network of franchises;
- (d) remove all Marks affixed to uniforms or, at our direction, cease to use those uniforms; and
- (e) take any action that may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark.

16.3 De-Identification. Following termination, if you lawfully retain possession of the Premises, you agree to completely remove or modify, at your sole expense, any part of the interior and exterior decor that we deem necessary to fully disassociate the Premises with the image of a Ervexia Occupational Health™ franchise, including any signage bearing the Marks. If you do not take the actions we request within thirty (30) days after notice from us, we have the right to enter the Premises and make the required changes at your expense, and you agree to reimburse us for those expenses on demand.

16.4 Confidential Information. You agree that on termination or expiration of the Franchise you will immediately cease to use any of the Confidential Information, and agree not to use it in any business or for any other purpose. You further agree to immediately return to us all copies of the Operations Manual and any written Confidential Information or other confidential materials that we have loaned or provided to you.

16.5 Proprietary Software. You agree that on termination or expiration of the Franchise, you will immediately cease to use Proprietary Software and will uninstall it from all Computer Systems owned by the Franchise.

16.6 Company's Option to Purchase Franchise Assets and Assumption of Lease. Upon the expiration of the Franchise, we have the option, but not the obligation, exercisable for ten (10) days upon written notice to you, to purchase at fair market value, as same may be depreciated any or all of the furniture, inventory, or equipment used in or associated with the Franchise, as well as any and all supplies, materials, and other items imprinted with any of our Marks. If we cannot agree on a fair market value for the furniture or equipment or other items, within a reasonable time, we will designate an independent appraiser to determine the fair market items of these items. The appraiser's determination of value shall be binding upon the parties. For purposes of this Section 16.6(a), the fair market of any purchased items shall not include any value attributable to any of the

following: 1) the Franchise or any rights granted under this Agreement or the Lease; 2) goodwill attributable to the Marks; or 3) our brand image and other intellectual property; and 3) any patient lists. In no event shall we be obligated or required to assume any liabilities, debts or obligations of the Franchise in connection with our purchase of any items pursuant to this Section 16.6(a), and you will indemnify us from any and all claims made against us arising out of the sale of these items.

16.6.1 Upon the termination or expiration of the Franchise, we shall have the option, but not the obligation, exercisable for thirty (30) days upon written notice, to take an assignment of the lease for the Premises and any other lease agreement necessary for the operation of the Franchise.

16.6.2 In the event we elect, upon termination of the Franchise, to assume the lease pursuant to Section 16.6(b), unless otherwise required or prohibited by law, we shall have the right to retain possession of any and all furniture, fixtures, inventory, and equipment associated with the Franchise. If we are required by law to purchase from you any equipment, supplies, signs, advertising materials or items bearing our name or Marks, and/or any inventory associated with the Franchise, we will pay you the fair market value of these items (less the amount of any outstanding liens or encumbrances). If we cannot agree on a fair market value for the items to be purchased within a reasonable time, we will designate an independent appraiser to determine the fair market items of these items. The appraiser's determination of value shall be binding upon the parties. For purposes of this Section 16.6(c), the fair market of any purchased items shall not include any value attributable to any of the following: 1) the Franchise or any rights granted under this Agreement or the Lease; 2) goodwill attributable to the Marks; or 3) our brand image and other intellectual property.

16.7 Continuing Obligations. All obligations of this Agreement (whether yours or ours) that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect after and notwithstanding its expiration or termination until they are satisfied in full or by their nature expire.

16.8 Management of the Franchise. In the event that we are entitled to terminate this Agreement in accordance with Section 15 above, or any other provision of this Agreement, and in addition to any other rights or remedies available to us in the event of termination, we may, but need not, assume the management of the Franchise. In the event we assume the management of the Franchise, we may charge you (in addition to the Royalty Fee and contributions due under this Agreement), all expenses we incur, including compensation, other costs and travel and living expenses, along with a reasonable management fee in an amount that we may specify, equal to up to three percent (3%) of the Franchise's gross revenues, in addition to the Franchisee's required eight percent (8%) royalty fees, which will still be due, during the period we are managing the Franchise, plus our direct out-of-pocket costs and expenses, as compensation for our management services. We have a duty to utilize only our reasonable efforts in managing the Franchise, and will not be liable to you for any debts, losses, or obligations the Franchise incurs, or to any of your creditors for any products or services the Franchise purchases, while we manage it pursuant to this Section.

17. Enforcement

17.1 Invalid Provisions; Substitution of Valid Provisions. To the extent that the non-competition provisions of Sections 9.3 and 14.5 are deemed unenforceable because of their scope in terms of area, business activity prohibited, or length of time, you agree that the invalid provisions will be deemed modified or limited to the extent or manner necessary to make that particular provisions valid and enforceable to the greatest extent possible in light of the intent of the parties expressed in that such provisions under the laws applied in the forum in that we are seeking to enforce such provisions.

If any lawful requirement or court order of any jurisdiction (1) requires a greater advance notice of the termination or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action which is not required by this Agreement, or (2) makes any provision of this Agreement or any specification, standard, or operating procedure we prescribed invalid or unenforceable, then the advance notice and/or other action required or revision of the specification, standard, or operating procedure will be substituted for the comparable provisions of this Agreement in order to make the modified provisions enforceable to the greatest extent possible. You agree to be bound by the modification to the greatest extent lawfully permitted.

17.2 Unilateral Waiver of Obligations. Either you or we may, by written notice, unilaterally waive or reduce any obligation or restriction of the other under this Agreement. The waiver or reduction may be revoked at any time for any reason on ten (10) days' written notice.

17.3 Written Consents from Company. Whenever this Agreement requires our advance approval or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing.

17.4 Lien. 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 Franchise, 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 Franchise now existing or subsequently arising, together with all interest in you and/or the Franchise, 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 Franchise, now existing or subsequently arising; and (d) all general intangibles of you and/or the Franchise, 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. The form of UCC Statement and Security Agreement are included in Appendix IV and VII.

17.5 No Guarantees. If in connection with this Agreement we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, then we will not be deemed to have made any warranties or guarantees upon which you may rely, and will not assume any liability or obligation to you.

17.6 No Waiver. If at any time we do not exercise a right or power available to us under this Agreement or do not insist on your strict compliance with the terms of the Agreement, or if there develops a custom or practice that is at variance with the terms of this Agreement, then we will NOT be deemed to have waived our right to demand or exact compliance with any of the terms of this Agreement at a later time. Similarly, any failure to act as to any particular breach or series of breaches under this Agreement by us, or of any similar term in any other agreement between us and any other Ervexia Occupational Health™ franchisee will not affect our rights with respect to any later breach or to assert our rights as to that or any subsequent or ongoing breach. It will also not be deemed to be a waiver of any breach of this Agreement for us to accept payments that are past due to us under this Agreement.

The parties to this Agreement will not be considered to be in default of any obligations hereunder, other than the obligation of a party to make payment of amounts due to the other party, if the failure of performance is due to a force majeure, including drought, flood, earthquake, storm, fire, lightening, epidemic, war, riot, civil disturbance, sabotage, theft, vandalism, strike or labor difficulty, or casualty to equipment. If any party is affected by a force majeure event, such party will give written notice within fourteen (14) days to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is required, and the non-performing party will use its best efforts to remedy its inability to perform. The obligation to pay any amount in a timely manner is absolute and will not be subject to these force majeure provisions, except to the extent prohibited by governmental rule or regulation.

17.7 Cumulative Remedies. The rights and remedies specifically granted to either you or us by this Agreement will not be deemed to prohibit either you or us from exercising any other right or remedy provided under this Agreement, or permitted by law or equity.

17.8 Specific Performance; Injunctive Relief. Provided we give you the appropriate notice, we will be entitled, without being required to post a bond, to the entry of temporary and permanent injunctions and orders of specific performance to (1) enforce the provisions of this Agreement relating to your use of the Marks and

non-disclosure and non-competition obligations under this Agreement; (2) prohibit any act or omission by you or your employees that constitutes a violation of any applicable law, ordinance, or regulation; constitutes a danger to the public; or may impair the goodwill associated with the Marks or Ervexia Occupational Health™ franchises; or (3) prevent any other irreparable harm to our interests. If we obtain an injunction or order of specific performance, then you shall pay us an amount equal to the total of our costs of obtaining it, including without limitation reasonable attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages we incur as a result of the breach of any such provision. You further agree to waive any claims for damage in the event there is a later determination that an injunction or specific performance order was issued improperly.

17.9 Mediation & Litigation

17.9.1 *Mediation.* 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.

(1) 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.

(2) notwithstanding the foregoing provisions of this Section 17.9(a), your and our agreement to mediate shall not apply to any controversies, disputes or claims related to or based on the Marks or the Confidential Information. Moreover, regardless of your and our agreement to mediate, you and we each have the right to seek temporary restraining orders and temporary or preliminary injunctive relief if warranted by the circumstances of the dispute.

17.9.2 *Jurisdiction and 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 the venue for any proceeding relating to or arising out of this Agreement shall be the courts of Maricopa County, Arizona.

17.10 Waiver of Punitive Damages and Jury Trial; Limitations of Actions. Except with respect to your obligations to indemnify us and claims that we may bring under Sections 7, 9, 15, or 16 of this Agreement, and except for claims arising from your non-payment or underpayment of any amounts owed to us or our affiliates, (1) any and all claims arising out of or related to this Agreement or the relationship between you and us shall be barred, by express agreement of the parties, unless an action or proceeding is commenced within two (2) years from the date the cause of action accrues; and (2) you and we hereby 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, except to the extent provided to the contrary in this Agreement, in the event of a dispute between you and us, each party will be limited to the recovery of any actual damages sustained by it. You and we irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either you or us.

17.11 Governing Law/Consent To Jurisdiction. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and the 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 mediated hereunder or as to which mediation 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.

17.12 Binding Effect. This Agreement is binding on and will inure to the benefit of our successors and assigns and, subject to the Transfers provisions contained in this Agreement, will be binding on and inure to the benefit of your successors and assigns, and if you are an individual, on and to your heirs, executors, and administrators.

17.13 No Liability to Others; No Other Beneficiaries. We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity that is not a party to this Agreement, and no other party shall have any rights because of this Agreement.

17.14 Construction. All headings of the various Sections and paragraphs of this Agreement are for convenience only, and do not affect the meaning or construction of any provision. All references in this Agreement to masculine, neuter or singular usage will be construed to include the masculine, feminine, neuter or plural, wherever applicable. Except where this Agreement expressly obligates us to reasonably approve or not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. The term "affiliate" as used in this Agreement is applicable to any company directly or indirectly owned or controlled by you or your Owners, or any company directly or indirectly owned or controlled by us that sells products or otherwise transacts business with you.

17.15 Joint and Several Liability. If two (2) or more persons are the Franchisee under this Agreement, their obligation and liability to us shall be joint and several.

17.16 Multiple Originals. 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.

17.17 Timing Is Important. Time is of the essence of this Agreement. "Time is of the essence" is a legal term that emphasizes the strictness of time limits. In this case, it means it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.

17.18 Independent Provisions. The provisions of this Agreement are deemed to be severable. In other words, the parties agree that each provision of this Agreement will be construed as independent of any other provision of this Agreement.

17.19 Cross-Default. Any default by Franchisee under any other agreement between Franchisor or its affiliates as one party, and Franchisee or any of Franchisee'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 and/or any other agreement between the Franchisee and the Franchisor or its affiliates, without affording Franchisee an opportunity to cure, effective immediately upon notice to Franchisee.

17.20 Conflicts with Applicable Laws and Regulations. The Parties acknowledge that if there is a conflict between the terms and conditions of this Agreement, our Operations Manual, or any other specifications, standards, or operating procedure we require in connection with the operation of your franchise, and any applicable federal or state laws or regulations which you, or any licensed professionals working for or with the

Franchise must observe or follow, including those relating to the practice of medicine, such laws or regulations shall control.

Franchisee acknowledges that several states have statutes and regulations which may supersede this Agreement and/or which impose the obligation for the Franchisor to make disclosures in addition to those set forth in the Franchise Disclosure Document. The State-Specific Addenda attached in Appendix V set forth the changes and/or additional disclosures required by certain states. You must execute any State-Specific Addendum that is applicable to you. By doing so, you acknowledge that you have read, understand and agree to be bound by such addendum.

18. Notices & Payments

All written notices, reports and payments permitted or required under this Agreement or by the Operations Manual will be deemed delivered: (a) at the time delivered by hand; (b) one (1) business day after transmission by telecopy, facsimile or other electronic system; (c) one (1) business day after being placed in the hands of a reputable commercial courier service for next business day delivery; or (d) three (3) business days after placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and addressed to the party to be notified or paid at its most current principal business address of which the notifying party has been advised, or to any other place designated by either party. Any required notice, payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before it is due) will be deemed delinquent.

19. Independent Professional Judgment of You and Your General Manager

You and we acknowledge and agree that the specifications, standards and operating procedures related to the services offered by the Franchise are not intended to limit or replace your or your General Manager's (if any) professional judgment in supervising and performing the services offered by your Franchise. The specifications, standards, and operating procedures represent only the minimum standards, and you and your General Manager (if any) are solely responsible for ensuring that the Franchise performs services in accordance with all applicable requirements and standards of care. Nothing in this Agreement shall obligate you or your General Manager (if any) to perform any act that is contrary to your or your General Manager's (if any) professional judgment; provided, however, that you must notify us immediately upon your determination that any specification, standard or operating procedure is contrary to your or your General Manager's (if any) professional judgment.

20. Entire Agreement

This Agreement, together with the introduction and exhibits to it, constitutes the entire agreement between us, and there are no other oral or written understandings or agreements between us concerning the subject matter of this Agreement. This Agreement may be modified only by written agreement signed by both you and us, except that we may modify the Operations Manual at any time as provided herein. Notwithstanding the foregoing, nothing in the Franchise Agreement or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.

[Signatures on Next Page]

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

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

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

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

Appendix I Franchisee Specific Terms

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

Franchise Agreement Section	Item	Description
Preamble	Franchise Agreement Effective Date	_____
Preamble	Franchisor Type of entity & place of organization Franchisor Address	United Occupational Medicine LLC An Arizona Limited Liability Company 7047 E. Greenway Pkwy #250 Scottsdale, AZ 85254
Preamble	Franchisee Type of entity & place of organization Franchisee Address	_____ dba ERVEXIA OCCUPATIONAL HEALTH™ # _____ a/an _____ corporation / limited liability company
Recitals	Ownership of Franchise	If the franchisee 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 franchisee: (Owner) ____ (%) (Owner) ____ (%) (Owner) ____ (%)
Recitals	Principal Operator	(Name) (Address) (Phone Number) (Email)
Recitals	Primary Contact	(Name) (Address) (Phone Number) (Email)
Recitals	Trade /Fictitious Name	ERVEXIA OCCUPATIONAL HEALTH™ , #
Article 2.5	Territory Description	In the State of _____ The Site Selection Area will be located in the area known as: _____ excluding any prior existing Franchisees' territories, which will be more specifically defined after lease signing, to encompass an approximate population of 100,000 people, with the following considerations: geographical boundaries, cultural demographics, household income, population count, age, traffic/trip count, daytime population, competition, housing density ¹ and permit and zoning regulations. Areas with Special Laws or Requirements:

Franchise Agreement Section	Item	Description
		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, Franchisee is granted such territory only to the extent and for so long as Franchisee 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 Franchisee.
Article 3.1(c)	Opening Deadline	
Article 6.1	Initial Franchise Fee	\$35,000
Article 6.2	Royalty Fee	8% of Monthly Gross Sales
Article 2.5	Office Address	TBD
Article 18	Notices for Franchisees	All Notices for Franchisee shall be sent to: (Name) (Entity) (Address) (Email)
Article 20.10	Additional Provisions	n/a

Franchisor

Franchisee

By: Matt Hale
President of Franchising
United Occupational Medicine LLC

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, an Arizona limited liability company, ("Franchisor") to enter into a Ervexia Occupational Health™ Franchise Agreement (the "Franchise Agreement") by and between Franchisor and _____, the Franchisee named in the Franchise Agreement on the date specified below (the "Effective Date") to which this Payment and Performance Guarantee (the "Guarantee") is attached ("Franchisee"), 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 Franchisee 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 Franchise 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 Franchisee 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 Franchisee 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 Franchisee 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 Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee. The Guarantors represent and agree that they have each reviewed a copy of the Franchise Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Franchise 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 Franchisee to Franchisor and its affiliates have been paid and satisfied in full, or (ii) the Franchise Agreement and all obligations of Franchisee 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 Franchise Agreement as though each such Guarantor were the "Franchisee" named in the Franchise Agreement and agrees that the undersigned will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

5. **Dispute Resolution.** Article 17 (Dispute Resolution and Governing Law) of the Franchise 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 "Franchisee" referred to in the Franchise 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

Franchisee

By: _____
Matt Hale
President of Franchising
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, AZ 85254 and _____ ("Associate"), who resides at _____.

Recitals

A. The Company has developed methods for establishing and operating franchises for the operation of an occupational medicine 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 medical 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 a Franchise Agreement between the Company and the party identified as the "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 Franchise Agreement and any extension of the 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, Franchisee has obtained Company's prior written consent and paid the then current Company Employee Training Fee as defined in Franchisee's 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 medicine business deriving more than five percent (5%) of its gross sales from occupational medicine 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 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 Franchisee's 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 00/100 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: _____
Matt Hale
President of Franchising
United Occupational Medicine, LLC.

By: _____ (Associate)
_____ (Position) of
_____ (Entity Name) dba
Ervexia Occupational Health™, # _____

Appendix IV 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 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 franchise agreement in your relationship with us including the areas of termination and renewal of your franchise.

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

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

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
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 is 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 Franchise 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 FRANCHISE 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 Franchise Agreement requires arbitration. The arbitration 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) 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.

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this California Amendment concurrently with the execution of the Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

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

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
PURSUANT TO THE HAWAII FRANCHISE INVESTMENT LAW**

(Applies only to Hawaii franchisees)

These franchises 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 _____ of Commerce and Consumer Affairs or a finding by the _____ 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 franchisee of any binding franchise or other agreement, or at least seven days prior to the payment of any consideration by the franchisee, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with 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 franchise 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 franchisee.

(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 franchise 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

Franchisee

By: Matt Hale
President of Franchising
United Occupational Medicine LLC.

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

**ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT**

(Applies only to Illinois franchisees)

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, arbitration may take place outside of Illinois.
3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. 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.
5. 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).
6. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

By: _____ (Principal Operator)

(Position) of

(Entity Name)

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

(Applies only to Indiana 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 Indiana:

1. The laws of the State of Indiana supersede any provisions of the Franchise 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 franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall supersede the provisions of the Franchise 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 Franchise 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 Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee 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 Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the Franchisee 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 Franchise Agreement. This Agreement does not constitute a waiver of the Franchisee's right to a trial on any of the above matters."

4. No release language set forth in the Disclosure Document or Franchise 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 Franchise 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 Franchise 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 Franchise 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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

By: _____ (Principal Operator)

(Position) of

(Entity Name)

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
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 Franchise 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.).

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

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
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 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 the franchisee of rights and protections provided in this Act. This shall not preclude a franchisee, after entering into a license 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 thirty (30) days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the license of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if (i) the term of the franchise is less than five (5) years and (ii) the franchisee 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 franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.

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

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

(g) A provision which permits 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 license the franchise. Good cause shall include, but is not limited to:

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

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

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the license 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 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 (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 a franchise for the market or appraised value of such assets if the franchisee 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 franchisee 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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

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

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

(Applies only to Minnesota franchisees)

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

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

"The Minnesota Department of Commerce requires the Franchisor to indemnify Minnesota franchisees against liability to third (3rd) parties resulting from claims by third (3rd) parties that the Franchisee's use of the tradename infringes trademark rights of the third (3rd) party. Franchisor indemnifies Franchisee against the consequences of Franchisee'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 Franchise Agreement are amended as follows:

"With respect to 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 a Franchisee 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 Franchise Agreement."

3. No release language set forth in the Franchise 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 Franchise 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 Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee 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 Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination, of the Franchise Agreement, the Franchisee 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 Franchise Agreement. This does not constitute a waiver of the Franchisee's right to a trial on any of the above matters."

5. Item 6 of the Disclosure Document and Section 6.9 of the Franchise Agreement are amended to update the Non-Sufficient Funds Fee, per Minnesota Statute 604.113, lowering it from \$100 per transaction to \$30 per transaction.

6. Item 17 of the Disclosure Document is amended to add the following and the following language will appear at the end of any Franchise 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 Franchisee as provided for in the Minnesota Statutes Chapter SOC."

7. The Disclosure Document and the Franchise Agreement are amended as follows:

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

8. The franchisee 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.

9. 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.

10. 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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

By: _____ (Principal Operator)

(Position) of

(Entity Name)

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

(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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: Matt Hale
President of Franchising
United Occupational Medicine LLC

By: _____ (Principal Operator)

(Position) of

(Entity Name)

**ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT 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 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 Franchise is so terminated, and in addition to the obligations of the Franchisee as otherwise provided herein, Franchisor shall retain the full amount of any fees heretofore paid to Franchisor and Franchisee 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 Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement."

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

3. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from any Franchise 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 Franchise 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 Franchise 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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

By: _____ (Principal Operator)

(Position) of

(Entity Name)

**ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRNACHISE AGREEMENT PURSUANT TO
THE RHODE ISLAND FRANCHISE DISCLOSURE ACT**

(Applies only to Rhode Island franchisees)

The following language applies to any franchise 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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PURSUANT TO THE SOUTH DAKOTA CODIFIED LAWS

(Applies only to South Dakota 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 South Dakota:

1. The Franchise 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 Franchisee as otherwise provided herein, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions set forth herein, the Franchisee 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 Franchise Agreement on the part of the Franchisee for the unexpired Operating Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the Franchisee 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 other-wise be payable thereunder but for such termination for and during the remainder of the unexpired Operating Term of the Franchise 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 Franchise Agreement which designates jurisdiction or venue, or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of South Dakota, is deleted from any Franchise Agreement issued in the State of South Dakota.

3. No release language set forth in the Franchise 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 Franchise Agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Franchise Agreement shall afford the Franchisee 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 Franchise 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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

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

**ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PURSUANT TO
THE VIRGINIA FRANCHISE LAW**

(Applies only to Virginia franchisees)

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

The provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, 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 franchise agreement and development 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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

By: _____ (Principal Operator)

(Position) of
(Entity Name)

ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT PURSUANT TO THE WASHINGTON FRANCHISE INVESTMENT LAW

This Addendum amends the Franchise 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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

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

**ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT 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 Franchise 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 Franchise Agreements issued in the State of Wisconsin.

b. The Act's requirements, including that in certain circumstances a Franchisee 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 Franchise 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 Franchise Agreement on this day _____.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

By: _____
(Principal Operator)

(Position of and Entity)

Appendix V
**Closing Acknowledgements/
Franchise Disclosure Questionnaire**

NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES : CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE) : FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN ANY REGULATED STATE, DO NOT COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

You are preparing to enter into a Ervexia Occupational Health™ Franchise 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™ 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 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 Franchise requires some level of business and management skills and the capability of providing good customer service. Our franchisees 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 a franchisee will depend upon your own individual efforts in operating your Franchise. You understand that the success or failure of your 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 Franchise.

5. Pricing of Products and Services. Although we recommend methods to establish your pricing, as an independent business owner, you will have range to help establish your own pricing for products and services sold by your Franchise.

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 Franchise more profitable. While we can make recommendations and suggestions on how to improve your 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 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 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 franchisees or customers of our franchisees alleging misconduct and/or a violation of law. Adverse publicity resulting from such allegations may materially affect us and all of our franchisees, regardless of whether such allegations are true. On occasion, we will file suit against franchisees or former franchisees to enforce the terms of the franchise agreement. While we believe we have not violated any franchise laws or misled or defrauded any prospective franchisees, 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 Franchise. Because you are licensed to use our trade name in your operation of the 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 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 Franchise Agreement.

11. Renewal Option at End of Term. Your Franchise Agreement gives you a license to operate a 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 Franchise Agreement, you may renew your Franchise by executing the then-current franchise agreement and complying with all other requirements for renewal. If we refuse to renew your Franchise Agreement because you have not complied with the Franchise Agreement or if you choose not to renew your Franchise 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 franchisees 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, considering 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 Franchise Agreement and each exhibit and schedule attached to the Franchise 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 Franchise Agreement or an exhibit or schedule attached to the Franchise 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™ Franchise with an attorney, accountant or other professional advisor?
- ☐ Yes ☐ No
6. Do you understand that the purchase of a Ervexia Occupational Health™ 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™ 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™ 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™ 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
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Please review each of the following questions carefully and provide responses. When answering these questions, please remember that a Ervexia Occupational Health™ franchisee 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™ 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 a franchisee 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™ 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™ 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

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 a 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: _____

FRANCHISEE

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, an Arizona Limited Liability Company, 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 Franchise 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, 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, 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, DATED THIS DAY _____.

Secured Party

Debtor

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

By: _____ (Principal Operator)

(Position) of

(Entity Name)

Operations Manual Table of Contents

Exhibit C

**FRANCHISE OPERATIONS MANUAL
TABLE OF CONTENTS**

Subject	Number of Pages
Welcome to Ervexia	9
Introduction to the Franchise	16
Understanding Franchising	12
Preopening Procedures	14
Human Resources	8
Daily Operating Procedures	15
Safety and Sanitation	7
Marketing	9
Total Pages – Approximately 90 Pages	

Financial Statements

Exhibit D

UNITED OCCUPATIONAL MEDICINE, LLC

FINANCIAL STATEMENTS

**PERIOD FROM APRIL 1, 2024
THROUGH DECEMBER 31, 2024**



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

**UNITED OCCUPATIONAL MEDICINE, LLC
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PERIOD FROM APRIL 1, 2024 THROUGH DECEMBER 31, 2024**

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FINANCIAL STATEMENTS	
BALANCE SHEET	3
STATEMENT OF OPERATIONS AND CHANGES IN MEMBERS' EQUITY	4
STATEMENT OF CASH FLOWS	5
NOTES TO FINANCIAL STATEMENTS	6



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

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	<u>14,096</u>
 Total Assets	 <u><u>\$ 14,096</u></u>

MEMBERS' EQUITY

MEMBERS' EQUITY	<u><u>\$ 14,096</u></u>
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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	<u>5,015</u>
NET LOSS	(2,385)
Members' Equity - Beginning of Period	-
Contribution from Members	<u>16,481</u>
MEMBERS' EQUITY - END OF PERIOD	<u><u>\$ 14,096</u></u>

See accompanying Notes to Financial Statements.

(4)

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	<u>(2,822)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Members Contribution	<u>16,481</u>
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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 through 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	<u>2</u>

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	<u>2</u>
Total Unit Count as of December 31, 2024	<u><u>4</u></u>

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.

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

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.

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

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.



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See CLAGlobal.com/disclaimer. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

List of Franchisees

Exhibit E

LIST OF FRANCHISEES

Opened Unit Franchise Outlets as of December 31, 2024:

State	Name of Franchisee	Address
Arkansas	Arkansas Physical Medicine and Rehabilitation	636 West Broadway North Little Rock, AR 72114
Louisiana	Bayou Accident Injury Care	2012 N. Main Street, Suite B, Saint Martinville, LA 70582

Unit Franchisees with Signed Franchise Agreements But Outlet Not Yet Opened as of December 31, 2024:

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 Franchisees 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

**Lease Addendum
&
Collateral Assignment of Lease
Exhibit F**

**United Occupational Medicine LLC
Lease Addendum**

The foregoing attached Lease (the "Lease") dated _____ by and between _____ ("Landlord") and _____ dba Ervexia Occupational Health™, # _____ ("Tenant"), is modified, amended, and/or supplemented as hereinafter set forth, and any language of, or provision in, said Lease which is inconsistent or in conflict with the following shall be deemed appropriately amended or modified.

1. Franchise Agreement. The parties acknowledge that Tenant has leased the premises demised by the Lease (the "Premises") for the purpose of conducting a Ervexia Occupational Health™ Clinic (the "Franchised Business") therein, pursuant to a Franchise Agreement between United Occupational Medicine LLC., an Arizona LLC ("Franchisor"), as Franchisor, and Tenant, as Franchisee. Landlord and Tenant are entering into this Addendum at the behest of Franchisor, and agree that Franchisor, its successors and assigns are third party beneficiaries to this Addendum and shall have the same rights and remedies under this Addendum as they would have if they were parties hereto.

2. Use of Premises. During the term of the Franchise Agreement, Tenant shall use the Premises to operate the Franchised Business, and for no other purpose.

3. Proprietary Marks. Subject to applicable law and Landlord's right to approve the size and location of any exterior signage, Tenant may use and display all proprietary marks, signs, décor items, color schemes, graphic packages, trade dress and related components of Franchisor's system that Franchisor may from time to time prescribe for the Franchised Business.

4. Franchisor's Right to Receive Information. Landlord shall provide Franchisor with such sales and other information obtained or received by Landlord, relating to the operation of the Franchised Business, as Franchisor may request in writing.

5. Notices. In each instance where Landlord is required to give written notice of default to Tenant, Landlord shall concurrently provide Franchisor with a copy of such written notice of default by first class mail, postage prepaid, at the following address or such other address as Franchisor may notify Landlord of in writing:

United Occupational Medicine LLC
7047 E. Greenway Pkwy #250
Scottsdale, AZ 85254
Email: _____

6. Franchisor's Right to Cure. If Tenant defaults under the Lease, Franchisor shall have the right, but not the duty, to cure such default for an additional fifteen (15) days after the expiration of the period during which Tenant may cure such default, if any such period exists under the Lease.

7. Franchisor's Right to Possession of Premises. In the event (i) Franchisor cures a default of Tenant pursuant to Paragraph 6, or (ii) Tenant defaults beyond any applicable cure period under the Franchise Agreement, or (iii) the Franchise Agreement is terminated or expires, Franchisor, upon prior written notice to Landlord but without the necessity of obtaining Landlord's consent, may immediately commence occupancy of the Premises as the tenant under the Lease. Upon commencement of such occupancy, Franchisor shall become responsible for the performance of all of Tenant's obligations under the Lease. Franchisor may thereafter assign the Lease to an affiliate or to another Ervexia Occupational Health™ franchisee, provided that Franchisor first completes the cure of all Tenant defaults and obtains Landlord's written approval of the assignee, which approval shall not be unreasonably withheld, conditioned or delayed. No assignment permitted under this paragraph shall be subject to any assignment or similar fee, nor shall any such assignment cause any rental acceleration. Upon such assignment, Franchisor shall be relieved of any and all liability under the Lease.

8. Franchisor's Right to Use of Assets. Upon commencement of occupancy, Franchisor and/its Assignee may have the right use all assets left within /on the premises until proper legal ownership of said assets has been determined. At which time, Franchisor shall choose to exercise its rights, as stated in Section 10 of this Agreement.

9. Franchisor's Right to Remove Proprietary Marks from Premises. Upon the expiration or termination of the term of the Lease, or upon termination or expiration of the Franchise Agreement if Franchisor does not elect to take possession of the Premises pursuant to Paragraph 7, Franchisor shall have the right to enter upon the Premises and remove all proprietary marks, signs, décor items, color schemes, graphic packages, trade dress and other related components of Franchisor's system therefrom, provided that Franchisor repairs any damage occasioned by such removal.

10. Franchisor's Right to Purchase Assets. In the event (i) Franchisor cures a default of Tenant pursuant to Paragraph 6, or (ii) Tenant defaults beyond any applicable cure period under the Franchise Agreement, or (iii) the Franchise Agreement is terminated or expires, Franchisor, upon prior written notice to Landlord but without the necessity of obtaining Landlord's consent, may execute its right of first refusal to purchase any and all assets left on the premises by Tenant from the legal owner of said assets, for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third (3rd) party, three (3) independent appraisers shall be designated in the following manner: Legal Owner shall select one (1), Franchisor shall select one (1), and the two (2) appraisers so chosen shall select a third (3rd) appraiser. The decision of the majority of the appraisers so chosen shall be conclusive and binding. The parties shall share the cost of the third appraiser equally.

11. Modification of Addendum. Landlord and Tenant shall not modify the provisions of this Addendum without Franchisor's prior written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum.

Landlord

Tenant

By: _____
_____(Title) of
_____(Company)

By: _____
_____(Title) of
_____(Company)

Franchisor

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

This COLLATERAL ASSIGNMENT OF LEASE (this "Assignment") is entered into effective as of this day, _____, (the "Effective Date"), the undersigned, _____

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease Agreement and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease Agreement nor the Premises demised thereby.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease Agreement without the prior written consent of Assignee. Through the Initial Term of the Franchise Agreement and any Renewal Period thereof (as defined in the Franchise Agreement), Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease Agreement not less than thirty (30) days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease Agreement as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise the extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting the extension or renewal.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Collateral Assignment of Lease as of the Effective Date.

Assignee

By: Matt Hale
President of Franchising
United Occupational Medicine LLC.

SBA Addendum

Exhibit G



ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between United Occupational Medicine LLC ("Franchisor"),

located at 7047 E. Greenway Pkwy #250,, SCOTTSDALE, AZ 85254, and _____ ("Franchisee"),

located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign _____

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise agreement interest or any portion thereof, the transferor will not be liable for the actions of the transferee Franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchisee location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise agreement term (excluding additional renewals) for fair market value.

¹ While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

COVENANTS

- If the Franchisee owns the real estate where the franchisee location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: Matt Hale

Title: President of Franchising

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the system must meet all SBA eligibility requirements.

Management Services Agreement

Exhibit H

(Form May Vary Based on State Requirements)

THE FORM OF MANAGEMENT SERVICES AGREEMENT INCLUDED AS PART OF THIS EXHIBIT IS PROVIDED FOR YOUR CONVENIENCE TO USE AS A STARTING POINT. YOU SHOULD CONSULT WITH YOUR OWN LEGAL COUNSEL TO REVIEW AND CHANGE THE MANAGEMENT SERVICES AGREEMENT, AS NECESSARY, TO ENSURE THAT IT MEETS THE LEGAL REQUIREMENTS OF YOUR STATE.

Management Services Agreement (Generic Form)

(Most States)

THIS MANAGEMENT SERVICES AGREEMENT ("Agreement") is made effective as of _____ by and between _____, a/an [State] corporation/limited liability company, having its principal place of business at _____ ("the Manager"), and _____, a/an _____ [State] professional service corporation, having its principal place of business at _____ (the "P.C.") [This defined term may be adapted to correspond to the applicable business form (i.e., P.L.L.C.)].

Recitals

WHEREAS, the P.C. has been incorporated as a qualifying professional corporation pursuant to _____ under the laws of the State of _____ to render occupational medicine services to patients of the P.C.;

WHEREAS, the P.C. has decided to establish and operate an occupational medicine Clinic and provide occupational medicine services (the "Clinic") at _____ (the "Premises"), and in conjunction therewith, to obtain certain equipment, furnishings, office space and management services for the P.C. from the Manager; and

WHEREAS, the Manager is competent and ready, willing, and able to provide furnishings, equipment, office space and management services to the P.C.

Terms of Agreement

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Representations and Warranties.

1.1 *Representations and Warranties of the Manager.* The Manager represents and warrants to the P.C. that at all times during the term of this Agreement, the Manager is a _____ [corporation/limited liability company] duly organized, validly existing and in good standing under the laws of the State of _____.

1.2 *Representations and Warranties of the P.C.* The P.C. hereby represents and warrants to the Manager that at all times during the term of this Agreement:

(a) The P.C. is a professional corporation duly organized, validly existing and in good standing under the laws of the State of _____ and is duly licensed and qualified under all applicable laws and regulations to engage in the practice of medicine in the State of _____.

(b) Each of the professionals employed or engaged by the P.C. to render services at the Clinic is duly licensed, certified, or registered, to render the professional services for which he or she has been employed or engaged by the P.C.

2. Furnishings and Equipment, Use of Premises, Trade Name

2.1 *Title and Maintenance.* During the term of this Agreement, the Manager grants to the P.C. the exclusive right to use the Equipment and Furnishings specified in Exhibit A hereto, and as may be amended

from time to time, on the terms and conditions hereinafter set forth. All Equipment selected for use at the Clinic and identified in Exhibit A must be reviewed and approved by the P.C. Title to the Equipment and Furnishings, including any improvements thereto, shall be and remain the Manager at all times. The P.C. agrees to take no action that would adversely affect the Manager's title to or interest in the Equipment and Furnishings. During the term of this Agreement, the P.C. shall be responsible for maintaining the Equipment and Furnishings in good condition and repair, reasonable wear and tear from normal use excepted, including, where necessary, the replacement or substitution of parts. All maintenance, repair and replacement, if necessary, of the Equipment and Furnishings shall be performed by the Manager on behalf of the P.C., in accordance with Section 3.1 of this Agreement. The P.C. agrees to assume the cost and expense of all supplies used in connection with the Equipment and Furnishings, and the P.C. agrees to make the Equipment and furnishings available for inspection by the Manager or its designee at any reasonable time.

2.2 *Liens, Encumbrances, Etc.* The P.C. shall not directly or indirectly create or suffer to exist any mortgage, security interest, attachment, writ or other lien or encumbrance on the Furnishings or Equipment, and will promptly and at its own expense, discharge any such lien or encumbrance which shall arise, unless the same shall have been created or approved by the Manager.

2.3 *Use of Premises.* The Manager will provide the use of the Premises in which the P.C. shall conduct and provide its occupational medicine services at the Clinic during the term of this Agreement. P.C. shall inspect and approve the Premises prior to commencement of the Clinic's operations. This Agreement shall not be construed as a lease or sublease of the Premises, and shall not be deemed to create a relationship between a landlord and a tenant. The P.C. shall have no rights as a lessee of or any other possessory or occupancy rights to or any interest in the Premises except for the right to perform professional occupational medicine services on the Premises as expressly set forth in this Agreement. Upon any termination of this Agreement, the Parties shall cooperate in giving P.C. a reasonable time to relocate its practice.

2.4 *Return of Equipment and Furnishings.* Upon the termination or expiration, as applicable of this Agreement, the Manager shall retain all Furnishings and Equipment and the P.C. will relinquish control thereof free and clear of all liens, encumbrances, and right of others (save those created or approved by the Manager).

2.5 *Assignment.* The P.C. shall not assign any of its rights hereunder to the use of the furnishings and Equipment to any third party, without the prior written consent of the Manager.

2.6 *Additional Equipment/Reporting.* In addition to P.C.'s right to approve the initial Equipment identified in Exhibit A, the P.C. shall approve of and advise the Manager with respect to the selection of additional and replacement equipment or furnishings for the Clinic, and with respect to any proposed additions or improvements to the Equipment or Furnishings. The P.C. will ensure that all Equipment and Furnishings are used in a safe and appropriate manner. The P.C. shall promptly notify the Manager of any defective Equipment or Furnishings.

2.7 *Use of Trade Name.* The Manager shall provide P.C. with a revocable license to use the name "Ervevia Occupational Health™" for the management Manager and the location of the management Manager associated with the Clinic (the "Name"). The Name relating to the leased premises and the P.C.'s management company shall be used by the P.C. in compliance with, and conformity to all applicable Laws.

3. General Responsibilities of the Manager. Except as otherwise provided in this Agreement, the Manager shall have responsibility for general management and administration of the day-to-day business operations of the P.C., exclusive of clinical, patient care, professional and ethical aspects of the P.C.'s occupational medicine practice.

3.1 *Maintenance, Repair and Servicing of Furnishings and Equipment.* During the term of this Agreement, the P.C. engages the Manager and the Manager agrees to perform, or subcontract for the performance of, all maintenance, repair, and servicing as may be necessary for the Equipment and Furnishings to be maintained in good working condition, reasonable wear and tear excepted.

3.2 *Administrative and Management Services*

(a) The Manager shall provide, or arrange for the provision of, certain business, management and administrative services of a non-clinical nature necessary or appropriate for the proper operation of the P.C. ("the Management Services"), as described below. The Manager shall be the exclusive provider to the P.C. of such Management Services. The P.C. shall not obtain any Management Services from any source other than the Manager, except with the prior written consent of the Manager. Subject to the terms of this Agreement and to applicable Laws, the Manager is authorized to perform its services in whatever manner it deems necessary to meet the day to day requirements of the P.C., including, without limitation, performance of some business office functions at locations other than the premises of the P.C. and by person other than employees of the Manager. The Manager is authorized to contract with third parties, including one or more of its affiliates, for the provision of services, equipment and personnel needed to perform its obligations under this Agreement. Any contracts with such affiliates shall be arms' length agreements on terms reasonably available from reasonably efficient competing vendors.

(b) The Management Services to be provided by the Manager for the Clinic shall include, but not be limited to, the following:

(i) business planning;

(ii) financial management, including causing annual financial statements to be prepared for the P.C., providing to the P.C. the data necessary for the P.C. to prepare and file its tax returns and make any other necessary governmental filings, paying on behalf of the P.C., the P.C.'s Monthly Obligations (as defined in Section 4.4(d) hereof);

(iii) bookkeeping, accounting, and data processing services;

(iv) maintenance of patient records owned and maintained by the P.C. in accordance with procedures established by the P.C. pursuant to Section 1.2(c) above;

(v) materials management, including purchase and stock of office supplies and maintenance of equipment and facilities, subject to the P.C.'s approval of the selection of medical equipment and clinical supplies for the Clinic;

(vi) administering or causing to be administered any welfare, benefit or insurance plan or arrangement of the P.C.;

(vii) human resources management, including primary direction of recruitment, training, and management of all Administrative Staff (defined in Section 3.3 below);

(viii) as more fully described in Section 4, billing to and collection from all payors, accounts receivable and accounts payable processing, all in accordance with the P.C.'s instructions and final approval made in consultation with the Manager;

(ix) administering utilization, cost and quality management systems that are established in accordance with Section 4.3;

(x) developing a marketing program which includes the design, procurement, and monitoring of electronic and print advertising of the Clinic, in conformity with the requirements of applicable Laws, but subject to the approval of the P.C. before placement to the public;

(xi) arrange for the P.C. to obtain and maintain malpractice and other agreed upon insurance coverages;

(xii) providing administrative services in connection with the P.C.'s advertising, marketing and promotional activities of the Clinic, subject to the P.C.'s approval of the materials used to advertise, market and promote the Clinic, and in accordance with applicable laws;

(xiii) arranging for necessary legal services except with respect to any legal dispute between the P.C. and the Manager;

(xiv) performing credentialing support services such as application processing and information verification;

(xv) developing and providing OSHA compliance programs and consulting;

(xvi) developing and providing P.C. with consulting services regarding pricing and membership plan strategies available to the Clinic, subject to the requirements of applicable provisions of Law. Notwithstanding the foregoing, the parties expressly acknowledge and agree that all policies and decisions relating to pricing, credit, refunds and warranties shall be established in compliance with applicable Laws and shall be approved by the P.C.; and

(xvii) to the extent not included in any of the services listed in Section 3.2(b)(i) – (xvi) providing:

- (A) relationship development with medical schools;
- (B) personnel training and orientation in non-medical areas;
- (C) monitoring of industry developments and strategic planning;
- (D) payroll processing;
- (E) public relations;
- (F) facilities management;
- (G) coordination and negotiation of clinic financing efforts;
- (H) clinic remodels;
- (I) continuing education programs;
- (J) client scheduling design software or protocols;
- (K) coordinate client service and complaint handling, provided that any clinical complaints shall be directed to the P.C. or its Providers;
- (L) clinic management analysis;
- (M) internal publications development and distribution;
- (N) conference and travel coordination; and
- (O) administration of committees.

(viii) subject to Section 4, below, the Parties shall cooperate in opening such bank accounts as shall be required for prudent administration of the Operations, including a Manager's Account, opened by and under the control and domain of Manager for the deposit of collections and the disbursement of expenses and other purposes as set forth herein, and (ii) such other accounts as Manager determines in its sole discretion are reasonable and necessary. Manager shall sign checks, drafts, bank notes or other instruments on behalf of P.C., and make withdrawals from Manager's Account for payments specified in this Agreement. Manager, in its sole discretion, may make a pledge or assignment of P.C.'s accounts to support financing instruments. Manager may commingle P.C.'s funds with those of other entities for whom Manager provides similar administrative services, so long as Manager separately accounts for and provides Company with a record of its separate deposits and withdrawals to and from Manager's Account. P.C. shall grant Manager such power of attorney or execute such other documentation as necessary for the prudent management of treasury functions. Notwithstanding anything stated herein, P.C., having delegated day-to-day control over banking and treasury functions to Manager, reserves the right to reverse this delegation. P.C. retains ultimate authority over all banking and treasury functions.

(c) *Sole Authority to Practice.* Notwithstanding any other provision of this Agreement, P.C. shall have exclusive authority and control over the healthcare aspects of Clinic and its practice to the extent they constitute the practice of a licensed profession, including, without limitation, all diagnosis, treatment, and ethical

determinations with respect to patients which are required by law to be decided by a licensed professional. Any delegation of authority by P.C. to Manager that would require or permit Manager to engage in the practice of a licensed profession shall be prohibited and deemed ineffective, and P.C. shall have the sole authority with respect to such matters. Manager shall not be required or permitted to engage in, and P.C. shall not request Manager to engage in, activities that constitute the practice of medicine, nursing or another similar profession in the State of _____. Manager shall not direct, control, attempt to control, influence, restrict or interfere with Company's or any of the physicians' exercise of independent clinical, medical or professional judgment in providing healthcare or medical related services. All signage and identification of practice shall be approved by P.C., and shall clearly identify the P.C., and its providers, as the professional services providers. Any identification of Manager shall not mislead the patients that Manager is somehow the professional services provider.

(d) *Compliance with Corporate Practice of Medicine.* The parties hereto have made all reasonable efforts to ensure that this Agreement complies with the corporate practice of medicine prohibitions in the State of _____. The parties hereto understand and acknowledge that such laws may change, be amended, have guidance or have a different interpretation and the parties intend to comply with such laws in the event of such occurrences. Under this Agreement, P.C. and its Providers shall have the exclusive authority and control over the health care aspects of P.C.'s practice to the extent they constitute the practice of medicine, while Manager shall have the particular authority to manage the business aspects of Clinic as more fully described above. P.C. shall have final say over (1) hiring and firing of clinical personnel and supervisors thereof, (2) choice of modalities and services offered through the Clinic; (3) banking (subject to day-to-day operational delegations to Manager hereunder), (4) choice of clinical equipment, and (5) content of any advertising.

3.3 *Administrative Staff.* Subject to the requirements of applicable Laws, the Manager shall, on the terms and conditions specified in this Agreement, employ or engage and make available to the Clinic, on a non-exclusive basis, sufficient non-clinical personnel and administrative staff (herein referred to collective as "Administrative Staff"). The hiring, firing, disciplining and determination of compensation and benefits of the Administrative Staff shall be within the sole discretion of the Manager; provided, however, that the Manager may, at the P.C.'s written request, remove from the Clinic any Administrative Staff member who does not perform to the reasonable satisfaction of P.C.

3.4 *Patient Records.* The Manager shall use its reasonable efforts to preserve the confidentiality of patient records and use information contained in such records only to the extent permitted by applicable Laws. P.C. hereby authorizes Manager to store such records on behalf of the P.C. in accordance with applicable law.

3.5 *Performance Standards.* All Management Services provided hereunder shall be subject to commercially reasonable performance standards agreed to by the parties from time to time.

4. Responsibilities of the P.C.

4.1 *Professional Services.* During the term of this Agreement, the P.C. shall provide the diagnostic, therapeutic and related professional services delivered by the Providers at the Clinic to P.C.'s patients, and for the selection, training, professional direction, supervision, employment or engagement of all Providers. In addition, the P.C. and each of the Providers shall use their best professional judgment in delivering occupational medicine services to patients, including determining what diagnostic tests are appropriate for a particular condition; determining the need for referrals to or consultation with another medical professional or another medical specialist; and the overall care of the patient, including the treatment options available.

4.2 *Time of Operations.* The P.C. shall establish the Clinic's hours of operation and provide such services during normal business hours. The P.C. shall ensure that all work and coverage schedules meet the needs of patients of the P.C. in a competent, timely and responsive manner. The P.C. shall determine how many patients each acupuncturist must see in a given period of time or how many hours each licensed acupuncturist must work.

4.3 *Quality Management.* The P.C. shall establish and enforce procedures to assure the appropriateness, necessity, consistency, quality, cost effectiveness and efficacy of all occupational medicine services provided to patients of the Clinic. The P.C. shall require each of its Providers who are licensed, registered or certified to perform professional services to participate in and cooperate with any utilization management, quality assurance, risk management, patient care assessment, continuous quality improvement, accreditation or other similar program or study to review the performance such Providers as may be required by the P.C., governmental agencies, professional review organizations, accrediting bodies, or health care entities or other third parties with which the P.C. may contract or affiliate.

4.4 *Billing and Collection.*

(a) The Manager shall bill and use its best efforts to collect for all services rendered by the P.C. and its Providers hereunder and for all access and membership fees as agent for the P.C. in accordance with P.C.'s instructions and final approval made in consultation with the Manager regarding billing procedures for professional services provided by the P.C. All of the payments with respect to such services shall be made by cash or by check, electronic funds transfer, or credit card payable to the P.C. and shall be deposited into a bank account of the P.C. (the "Concentration Account") with a bank mutually agreed to by the Manager and the P.C. (the "Account Bank"). The Manager shall prepare and make available to the P.C. an accounting of receipts attributable to services provided by the P.C., and receipts attributable to services provided by the Manager.

(b) The P.C. shall, and shall cause its Providers to, promptly endorse and deliver to the Manager all payments, notes, checks, money orders, remittances and other evidences of indebtedness or payment received by the P.C. or its Providers, with respect to all accounts, contract rights, instruments, documents, or other rights to payment from time to time arising from the rendering of occupational medicine services by the P.C. and its Providers, for access or membership fees, or otherwise relating to the business of the P.C., together with any guarantees thereof or securities therefore which are generated during the term of this Agreement. The Manager is hereby granted a special power of attorney with respect to the Concentration Account and shall have the power an authority to deposit into, and withdraw funds from, all such accounts as may be required to pay P.C.'s Expenses (as defined in Section 4.13 below). The P.C. shall notify the banking institution of the concentration Account, and shall cause one or more employees or agents designated by the Manager to be listed as a signatory on that account.

(c) With respect to funds deposited in the Concentration Account (the "P.C.'s revenues"), the Manager shall direct the Account Bank to transfer all amounts in the Concentration Account, at the end of each day, to an operating account maintained by and in the name of the Manager (the "Operating Account"). The Manager shall hold the P.C.'s Revenues in the Operating Account as the P.C.'s agent, and shall administer such Revenues on the P.C.'s behalf. The Manager shall separately and accurately account for the receipt, use, disposition, and interest gained on the P.C.'s Revenues.

(d) On at least a monthly basis, the Manager shall pay, from the P.C.'s Revenue in the Operating Account, all of the current month's P.C. Expenses, as defined in Section 4.13 hereof and the current month's Management Fee as defined in Section 5 hereof (collectively, the "P.C.'s Monthly Obligations"). In the event that the P.C.'s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the P.C.'s Monthly Obligations, the Manager may advance to the P.C. an amount equal to the deficit (the "Deficit Advance") by depositing such amount in the Concentration Account or the Operating Account. The amounts of the Deficit Advances shall accrue, and the P.C. shall be obligated to pay such amounts upon the termination of this Agreement. In the event that there is a monthly profit that exceeds the P.C.'s Monthly Obligations (the "Monthly Profits"), then the Manager shall use such amount to repay any prior Deficit Advances made by the Manager (if any) together with interest accrued thereof.

4.5 *Licensure.* The P.C. represents that each Provider associated with P.C., if applicable, has an unrestricted license to practice medicine or other health care profession, or to be engaged in his or her particular field of expertise in the State of _____ and, to the extent that Providers provide professional services in other states, that such individuals maintain comparable unrestricted licensure in such other jurisdictions. The

P.C. also represents that each Provider shall have a level of competence, experience and skill comparable to that prevailing in the community where such Provider provides professional services.

4.6 *Continuing Education.* The P.C. shall ensure that each Provider shall obtain the required continuing professional education for his or her specialty in each state where such Provider provides professional services and shall provide documentation of the same to the Manager.

4.7 *Disciplinary Actions.* The P.C. shall, and shall cause each of its Providers to, disclose to the Manager during the term of this Agreement: (i) the existence of any proceeding against any Provider instituted by any plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of substandard care or professional misconduct raised against any Provider, and (ii) any allegation of substandard care or professional misconduct raised against any Provider by any person or agency during the term of this Agreement.

4.8 *Reserved.*

4.9 *Patient Records.*

(a) The P.C. and its Providers shall maintain, in a timely manner, complete, accurate and legible records for all patients of the Clinic, and all such patient records shall be the property of the P.C. The P.C. and its Providers shall comply with all applicable laws, regulations and ethical principles concerning confidentiality of patient records.

(b) The P.C. shall own and control all patient medical records, including determining the contents thereof. The P.C. shall grant the Manager access to the information contained in the patient records owned by the P.C. and completed by the Providers to the extent that access to such information is permitted by applicable Laws and is required in connection with the Manager's administrative responsibilities hereunder. The P.C. agrees that, upon the termination of this Management Services Agreement (as permitted by applicable laws), the P.C. will transfer the original, or at P.C.'s discretion, complete copies of all of the P.C.'s patient records to a successor P.C. or a licensed medical professional identified by the Manager who will provide occupational medicine services at the Premises. Such Successor P.C. or licensed medical professional shall be obligated to transfer a patient's record as directed upon the patient's request.

(c) As required by the privacy regulations issue under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties shall comply with the terms of the Business Associate Addendum attached as Exhibit B of this Agreement.

4.10 *Reserved.*

4.11 *Fees for Professional Services.* The P.C. shall be solely responsible for legal, accounting, and other professional service fees it incurs, except as otherwise provided herein.

4.12 *Reserved.*

4.13 *P.C. Expenses.* The following expenses of the P.C. that are related to the Clinic ("P.C. Expenses") shall be paid by the Management Manager, on behalf of the P.C. and at the direction of the P.C.:

(a) Salaries, wages, benefits, (including health, life, and disability insurance coverage and all contributions under employee benefit plans), vacation and sick pay, employment and payroll taxes; and the cost of payroll administration and administration of benefits, for Providers employed by the P.C.;

(b) Cost of all new medical and non-medical equipment and supplies obtained for use in the operation of the Clinic, and depreciation cost of all capital equipment and items obtained for use in the operation of the Clinic in accordance with federal tax depreciation schedules for such equipment and items;

(c) Expenses of comprehensive professional liability insurance, professional liability insurance for each Provider of the P.C. to the extent the P.C. is required to pay for such insurance pursuant to the terms of the Provider's employment agreement, comprehensive general liability insurance and property insurance coverage for the P.C.'s facility and operations, and worker's compensation and unemployment insurance coverage for all P.C. employees;

(d) Interest expense on indebtedness (including capitalized leases) incurred with respect to debt obligations to fund the operation of, or the acquisition of capital assets for, the P.C.;

(e) State and local business license taxes, professional licensure and board certification fees, sales and use taxes, income, franchise and excise taxes and other similar taxes, fees and charges assessed against the P.C. or the Providers;

(f) Expenses incurred in the course of recruiting licensed medical professionals to work for and/or join the P.C.; and

(g) Any federal income taxes, including the cost of preparation of the annual income tax returns of the P.C. and its Providers.

The P.C. shall promptly notify the Manager of all P.C. Expenses incurred, and shall provide the Manager with all invoices, bills, statements and other documents evidencing such P.C. Expenses.

5. Management Fee.

[MUST PICK ONE OR CHANGE PER THE REQUIREMENTS OF YOUR STATE]

(a) In consideration of the Manager (i) licensing to the P.C. the use of Equipment, Furnishings and the Name; (ii) permitting the P.C. to operate the Clinic and perform professional occupational medicine services at the Premises; (iii) granting to the P.C. the right to use the personal property and leasehold improvement at the Premises; and (iv) providing all other services described in this Agreement, the P.C. hereby agrees to pay to the Manager a monthly Management Fee that shall be equal to all revenues received by the P.C., less the expenses of the P.C. that the Manager pays on behalf of the P.C.

[OR]

(a) In consideration of the Manager (i) licensing to the P.C. the use of Equipment, Furnishings and the Name; (ii) permitting the P.C. to operate the Clinic and perform professional occupational medicine services at the Premises; (iii) granting to the P.C. the right to use the personal property and leasehold improvement at the Premises; and (iv) providing all other services described in this Agreement, the P.C. hereby agrees to pay to the Manager a monthly Management Fee that shall be equal to [_____ Dollars (\$_____)]. The Management Fee will be adjusted annually by the parties. The Management Fee shall be paid in accordance with Section 4.4(d). In the event that in any month the P.C.'s Revenue (including the current month's interest earned on the P.C.'s Revenue) is insufficient to pay fully the monthly Management Fee, the unpaid amount of the Management Fee shall accrue each month, and the P.C. shall be obligated to pay such amount until fully paid in accordance with Section 4.4(d). The parties agree that the Management Fee represents the fair market value of the items and services provided under this Agreement. Further, the parties acknowledge that the Management Fee is not based upon, or in no way take into account, the volume or value of referrals to the Clinic or is intended to constitute remuneration for referrals, or the influencing of such referrals, to the Clinic.

(b) The portion of the Management Fee (i) allocable to the P.C.'s use of the Equipment, Furnishings and Name has been determined by the parties to equal the fair market value of the use of the Equipment, Furnishings and name, respectively, and (ii) allocable to the provisions of all other services hereunder has been determined by the parties to equal the fair market value of such other services without taking into account the volume or value of any referrals of business from the Manager (or its affiliates) to the P.C. or the Providers, or from the P.C. or the Providers to the Manager (or its affiliates).

(c) The Management Fee paid by the P.C. to the Manager hereunder has been determined by the parties through good-faith and arm's length bargaining. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by the P.C. to the Manager (or its affiliates) or by the Manager (or its affiliates) to the P.C. In addition, the Management Fee charged hereunder does not include any discount, rebate, kickback, or other reduction in charge, and the Management Fee charged hereunder is not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the P.C. to the Manager (or its affiliates) or by the Manager (or its affiliates) to the P.C.

6. Regulatory Matters. The parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement, and to comply with the requirements of applicable Laws and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority applicable to the Clinic, and of any insurance company insuring the Clinic or the parties against liability for accident or injury in or upon the premises of the Clinic.

7. Insurance.

7.1 *General Comprehensive Liability Insurance.* During the term of this agreement, the Manager shall obtain and maintain, at the P.C.'s expense, a comprehensive general liability insurance policy and such other insurances as may be required, in such amounts, with such coverages and with such companies as the Manager may reasonably determine to be necessary and appropriate, as required by law or as are usual and customary. These insurance policies must name United Occupational Medicine LLC, the Manager, and any of their respective affiliates that the Manager or United Occupational Medicine LLC designates as additional named insureds, and provide for third (30) days' prior written notice to the Manager and United Occupational Medicine LLC and of a policy's material modification, cancellation or expiration.

7.2 *Equipment Insurance.* The Manager shall cause to be carried and maintained, at its own expense, insurance against all risks of physical loss or damage to the Equipment in an amount not less than the original purchase price or the replacement cost with like kind and quality at the time of loss, with such companies and as the Manager shall reasonably determine. These insurance policies must name United Occupational Medicine LLC, the Manager, and any of their respective affiliates that the Manager or United Occupational Medicine LLC designates as additional named insureds, and provided for thirty (30) days' prior written notice to the Manager and United Occupational Medicine LLC and of a policy's material modification, cancellation or expiration.

7.3 *Malpractice Insurance.* During the term of this Agreement, the Manager shall arrange for the P.C. to obtain and maintain, at the P.C.'s expense, professional liability insurance covering the P.C. and its Providers, with limits of not less than [one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate], which the parties hereby agree are adequate amounts of coverage, or such other amount as required by law. In the event the P.C. has a "claims made" form of insurance in effect at any time during the term of this Agreement, the Manager shall obtain, at P.C.'s expense, full "tail" coverage to cover any event that may have occurred during the term of this Agreement. The P.C. shall provide to the Manager any information with respect to the P.C. or the Providers necessary for the Manager to secure such professional liability insurance. These insurance policies must name United Occupational Medicine LLC, the Manager, and any of their respective affiliates that the Manager or United Occupational Medicine LLC designates as additional name insureds, and provide for thirty (30) days' prior written notice to the Manager and United Occupational Medicine LLC of a policy's material modification, cancellation or expiration.

8. Indemnification by the P.C. The P.C. hereby agrees to indemnify, defend, and hold harmless the Manager, and each of the Manager's officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part out of any breach by the P.C. of this Agreement or any acts or omissions by the P.C. or its Providers in their performance of this Agreement, including, but not limited to, negligence of the P.C. or its Providers arising from or related to any of their professional acts or omissions to the extent that such is not

paid or covered by the proceeds of insurance. The P.C. shall immediately notify the Manager of any lawsuits or actions, or any threat thereof, against P.C. or any Provider, or the Manager, which may become known to the P.C.

9. Indemnification by the Manager. The Manager hereby agrees to indemnify, defend, and hold harmless the P.C., and each of its officers, managers, members, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, and reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part, out of any breach by the Manager of this Agreement or any willful or grossly negligent act or omission by the Manager in its performance of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance. The Manager shall immediately notify the P.C. of any lawsuits or actions, or any threat thereof, against the Manager, P.C. or any Provider that may become known to the Manager.

10. Non-Solicitation.

(a) To the extent permitted by applicable Laws, the P.C.s shall not, during the term of this Agreement and for a period of one (1) year from the date of termination or expiration of this Agreement, and shall ensure that its Providers shall not, during the term of their employment by the P.C. and for a period of one (1) year thereafter, solicit for employment, verbally or in writing, employ or offer employment to any employee or former employee of the Manager or its affiliates, including, but not limited to any personnel provided by the Manager to P.C. hereunder, without the prior written consent of the Manager.

(b) To the extent permitted by law, during the term of any Provider's employment with the P.C. and for a period of one (1) year after the termination or expiration of any such Provider's employment agreement with the P.C., such Provider shall not, without the express written consent of the P.C., solicit verbally or in writing, any patient or former patient of the P.C., or otherwise interfere with such patient or former patient's relationship with the P.C. in connection with the provisions of occupational medicine services. Upon termination of any Provider's employment with the P.C., the P.C. shall promptly notify the Provider's patients of how and where to contact the Provider.

(c) In the event that any of the P.C.'s Providers shall violate any provision of this Section 10, the P.C.'s President shall immediately notify the Manager of such activity and the P.C. shall immediately take all necessary and appropriate corrective action.

(d) Manager agrees to waive any outstanding Management Fees owed by the P.C. at termination of this agreement, pursuant to Section 4.4(d), as consideration for the non-solicitation provisions set forth in Section 10 (a) and (b) above.

11. Proprietary Rights. The P.C. recognizes and acknowledges that all records, files, reports, protocols, policies, manuals, data bases, processes, procedures, computer systems, materials and other documents used by the Manager (or its affiliates) in rendering services hereunder, or relating to the operations of the company (or its affiliates), belong to and shall remain the property of the Manager, and constitute proprietary information and trade secrets that are valuable, special, and unique assets of the Manager's business ("Confidential Information"). The P.C. shall not, and shall assure that each of its Providers shall not, during or after the term of this Agreement, disclose any Confidential Information of the Manager (or its affiliates), or the terms and conditions of this Agreement to any other firm, person, corporation, association, or other entity for any reason or purpose whatsoever, without the written consent of the Manager or its respective affiliates.

12. Enforcement. The P.C. agrees that the restrictive covenants set forth in Sections 10, 11 and 12 are reasonable in nature, duration and geographical scope. The P.C. further acknowledges that any violation of those restrictive covenants will cause the Manager irreparable damage, which a monetary award would be inadequate to remedy, and that a court or arbitrator of competent jurisdiction may, in addition to monetary awards, enjoin any breach of, and enforce, such restrictive covenants by temporary restraining order, and preliminary and permanent injunctive relief without the need for the moving party to post any bond or surety. If a

court or arbitrator of competent jurisdiction determines that any of the restrictive covenants set forth in Section 10 or 11 are unreasonable in nature, duration or geographic scope, then the P.C. agrees that such court or arbitrator shall reform such restrictive covenant so that such restrictive covenant is enforceable to the maximum extent permitted by law for a restrictive covenant of that nature, and such court shall enforce the restrictive covenant to that extent. If any court or arbitrator finds that the P.C. and/or any Provider has breached the restrictive covenants set forth in Sections 10 or 11 above, then such restrictive covenants shall be extended for an additional period equal to the period of such breach.

13. Employment Agreements. The P.C. agrees that it shall impose by contract on each of its Providers the obligation to abide by the applicable terms and conditions of this Agreement, including the restrictive covenants specified above. The Manager and its affiliates are intended to be third-party beneficiaries of such contracts and the Manager may, in its sole discretion, be a signatory to such contracts for purposes of enforcing against Providers the terms and conditions of this Agreement. Any liquidated damages paid to the P.C. by Providers pursuant to contracts between the P.C. and such Providers shall be assigned by the P.C. and paid over to the Manager.

14. Term and Termination.

(a) The term of this Agreement shall be for _____ (____) years commencing on the Effective Date, unless sooner terminated as set forth herein, and shall automatically renew for successive one (1) year terms unless either party gives the other at least ninety (90) days prior written notice of its intention not to renew prior to the expiration of then current term.

(b) Either party may terminate this Agreement immediately upon the occurrence of any of the following events with regard to the other party: (i) the making of a general assignment for the benefit of creditors; (ii) the filing of a voluntary petition or the commencement of any proceeding by either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustments of indebtedness, reorganization, composition or extension; (iii) the filing of any involuntary petition or the commencement of any proceeding by or against either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, which such petition or proceeding is not dismissed within ninety (90) days of the date on which it is filed or commenced; or (iv) suspension of the transaction of the usual business of either party for a period in excess of thirty (14) days.

(c) The Manager may terminate this Agreement immediately upon any of the following events:

(i) The date of death of [Name of sole shareholder];

(ii) The date [Name of sole shareholder] is determined by a court of competent jurisdiction to be incompetent, or permanently disabled so as to be unable to render any professional services

(iii) The date [Name of sole shareholder] becomes disqualified under the Bylaws of the P.C. or applicable law to be a shareholder of the P.C.;

(iv) The date upon which any of the shares of stock in the P.C. held by [Name of sole shareholder] are transferred or attempted to be transferred voluntarily, by operation of law or otherwise to any person;

(v) The date upon which [Name of sole shareholder] ceases to provide occupational medicine services in connection with the P.C.; or

(vi) The merger, consolidation, reorganization, sale, liquidation, dissolution, or other disposition of all or substantially all of the stock or assets of the P.C.

(d) The Manager may terminate this Agreement if the P.C. fails, within seven (7) days after receiving written notice from the Manager, to remove from the Clinic any Provider who the Manager determines has materially disrupted or interfered with the performance of the P.C.'s obligations hereunder. This provision shall

not be construed as permitting the Manager to control or impair the P.C.'s or the Providers' medical judgment, professional performance or patient of care.

(e) The Manager may terminate this Agreement immediately upon written notice to the P.C. in the event of termination for any reason of any of the following agreements: the Shareholder and Stock Transfer Restriction Agreement, the Manager's operating agreement and/or the employment agreement between the P.C. and _____ [Doctor's Name].

(f) The Manager may terminate this Agreement at any time with or without cause, by giving the P.C. ninety (90) days' prior written notice.

(g) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party in the event of a material breach by the other party of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after the non-breaching party has given notice thereof to the other party.

(h) Upon termination or expiration of this agreement by either party, the P.C. shall pay the Manager any amounts owed to the Manager under paragraph 5 hereof as of the date of termination or expiration.

(i) Upon termination or expiration of this Agreement, the P.C. shall return to the Manager any and all property of the Manager which may be in the P.C.'s possession or under the P.C.'s control.

(j) If, in the opinion (the "Opinion") of nationally recognized health care counsel selected by the Manager, it is determined that it is more likely than not that applicable Laws in effect or to become effective as of a date certain, or if the Manager or the P.C. receives notice (the "Notice") of an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to herein as "Action"), which Laws or Action, if or when implemented, would have the effect of subjecting either party to civil or criminal prosecution under state and/or federal laws, or other material adverse proceeding on the basis of their participation herein, then the Manager or the P.C. shall provide such Opinion or Notice to the other party. The parties shall attempt in good faith to amend this Agreement to the minimum extent necessary in order to comply with such Laws or to avoid the Action, as applicable, and shall utilize mutually agreed upon joint legal counsel to the extent practicable. If, within ninety (90) days of providing written notice of such Opinion or such Notice to the other party, the parties hereto acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible or unfeasible, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: the date one hundred and eight (180) days subsequent to the date upon which any party gives written notice to the other party, or the effective date upon which the Law or Action prohibits the relationship of the parties pursuant to this Agreement. In the event of a termination of this Agreement in accordance with this Section 15(j), then the restrictions contained in 10 and 11 of this Agreement shall be waived and shall be of no further effect.

15. Obligations After Termination. Except as otherwise provided herein or in any amendment hereto, following the effective date of termination of this Agreement:

(a) The Manager shall continue to permit the P.C. or its authorized representatives to conduct financial audits relating to the period this Agreement was in effect;

(b) The P.C. shall cooperate with the Manager to assure the appropriate transfer of patient cases and patient records;

(c) Both the Manager and the P.C. shall cooperate in connection with the termination or assignment of provider contracts and other contractual arrangements; and

(d) Both the Manager and the P.C. shall cooperate in the preparation of final financial statements and the final reconciliation of fees paid hereunder, which shall be calculated by the Manager six (6) months after

termination of this agreement; provided that in the event of a termination of this Agreement by the Manager pursuant to Section 15(b), (c), or (d), the P.C. and any such Provider shall forfeit its (or his/her) rights to any future payment from the Manager under this or any other agreement between the parties, except as may otherwise be agreed to by the Manager in its discretion.

16. Return of Proprietary Property and Confidential Information. All documents, procedural manuals, guides, specifications, plans, drawings, designs, copyrights, service marks and trademark rights, computer programs, program descriptions and similar materials, lists of present, past or prospective patients, proposals, marketing and public relations materials, invitations to submit proposals, fee schedules and data relating to patients and the pricing of the Manager's products and services, records, notebooks and similar repositories of or containing Confidential Information and Inventions (including all copies thereof) that come into P.C. and/or its Providers possession or control, whether prepared by P.C., its Providers, or others: (a) are the property of the Manager, (b) will not be used by P.C. or its Providers in any way adverse to the Manager or to the benefit of P.C. and/or its Providers, (c) will not be removed from the Manager's premises (except as P.C. and/or its Providers' duties hereunder require) and (d) at the termination of this Agreement or engagement of such Providers, will be left with, or forthwith returned and/or restored to the Manager, and P.C. and such Providers shall discontinue use of such materials.

17. Status of Parties. In the performance of the work duties and obligations under this Agreement, it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with respect to the other and that no relationship of partnership, joint venture or employment is created by this Agreement.

18. Force Majeure. Neither party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, Acts of God, war, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a party's reasonable control.

19. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the first business day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth on page 1 above or at any other address designated by the parties in writing.

20. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by both parties.

21. No Rights in Third Parties. Except as provided in Section 13, hereof, this Agreement is not intended to, nor shall it be construed to, create any rights in any third parties, including, without limitation, in any Providers employed or engaged by the P.C. in connection with the Clinic.

22. Governing Law. This Agreement shall be construed and enforced under and in accordance with the laws of the State of _____, and venue for the commencement of any action or proceeding brought in connection with this agreement shall be exclusively in the federal or state court in the State of _____, County of _____. [Insert State where franchisee and P.C. are located.]

23. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

24. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

25. Rights Unaffected. No amendment, supplement or termination of this Agreement shall affect or impair any right or obligations which shall have theretofore matured hereunder.

26. Interpretation of Syntax. All references made, and pronouns used herein shall be construed in the singular or plural, and in such gender, as the sense and circumstances require.

27. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, executors, administrators and assigns.

28. Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

29. Non-Assignment. The P.C. may not assign this Agreement except with the prior written approval of the Manager. The Manager may assign this Agreement.

30. Access of the Government to Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. § 1395x(v)(1)(I)] are applicable to this Agreement, the parties agree to make available, upon the written request of the Secretary of the Department of Health and Human Services or upon the request of the Comptroller General, or any of their duly authorized representatives, this Agreement, and other books, records and documents that are necessary to certify the nature and extent of costs incurred by them for services furnished under this Agreement. The obligations hereunder shall extend for four (4) years after furnishing of such services. The parties shall notify each other of any such request for records.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties agree to the foregoing Terms of Agreement through the execution below by their respective, duly-authorized representatives as of the Effective Date.

PC

Franchisee/Manager

By: _____

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

Amendment to Waive Management Agreement

Exhibit I

Ervexia Occupational Health™
Amendment to Waive Management Services Agreement

THIS AMENDMENT ("Amendment") is made and entered into on _____, by and between United Occupational Medicine, LLC, and Arizona limited liability company ("Franchisor" or "we" or "us"), and _____, a _____ ("Franchisee" or "you").

Recitals

A. We and you are parties to a United Occupational Medicine LLC Franchise Agreement dated as of the same date as this Amendment (the "Franchise Agreement"), which pertains to the management and operation of a "Ervexia Occupational Health™" business at a facility operating under the name "Ervexia Occupational Health™" (which is referred to as a "Clinic") (together the management and operation of a Clinic will be referred to as the "Franchised Business") with the "Territory" as described in the Franchise Agreement. Your Clinic will be located and operated in the state of _____.

B. We and you wish to amend the terms of the Franchise Agreement as described below.

C. All capitalized terms not defined in this Amendment will have the meaning set forth in the Franchise Agreement, or the Management Services Agreement (as defined below).

Agreement

NOW THEREFORE, we and you, in consideration of the undertakings and commitments of each party to the other party set forth herein and in the Franchise Agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, mutually agree as follows:

I. Franchisee's Representations and Warranties:

a. You understand and agree that you are solely responsible for operating in full compliance with all laws that apply to your Franchised Business. The laws regulating the medical industry include without limitation, federal, state and local regulations relating to: the practice of medicine and the operation and licensing of medical services; the relationship of providers and suppliers of health care services, on the one hand, and licensed medical professional, on the other, including anti-kickback laws; restrictions or prohibition on fee splitting; physician self-referral restrictions; payment systems for medical benefits available to individuals through insurance and government resources; privacy of patient records; use of medical devices; and advertising of medical services (together such are, "Medical Regulations").

b. You represent and warrant to us that: (1) you have conducted independent research regarding the Medical Regulations that are applicable to medical services generally, and the Franchised Business specifically in the Territory, including retaining the services of qualified professional advisers as necessary; (ii) you have verified that under the Medical Regulations applicable to your Franchised Business, you are permitted to both manage the Clinic and operate the Clinic, including hiring any medical and other personnel and providing occupational medicine services to patients at the Clinic.

c. You have requested that, based on your representations and warranties to us as to the Medical Regulations applicable to your Franchised Business, we waive the requirements of the Franchise Agreement that you (i) enter into a management service agreement with a P.C., which as a separate entity would operate the Clinic and provide all medical services, and (ii) you refrain from providing any medical services to patients or hiring and supervising medical providers, subject to all applicable Medical Regulations.

d. You acknowledge and agree that we are entering into this Amendment in reliance your representations and warranties. You understand and agree that your obligations to operate in compliance with Medical Regulations will continue throughout the term of the Franchise Agreement, and if there are any changes in Medical Regulations that would render your operation of the Clinic in violation of any Medical Regulation, you

will immediately advise of such change and of the your proposed corrective action to comply with Medical Regulations, including (if applicable) entering into a management service agreement with a P.C.

e. You acknowledge and agree that by requesting us to permit you to perform all of the activities and obligations of the P.C. (rather than signing a management service agreement with a P.C. that would operate the Clinic), you will incur all costs of both managing and operating the Clinic, including those costs that would otherwise be borne by the P.C. (such as obtaining all necessary licensing and certification for practicing medicine and compensation of medical professionals). You have researched the costs associated with both managing and operating the Clinic.

2. Based on your representations and warranties to us above, you and we agree as follows:

a. Notwithstanding anything to the contrary in the Franchise Agreement, including Section 1.2, you are not required by the Franchise Agreement to enter into a Management Services Agreement with a P.C., provided that you comply with applicable Medical Regulations.

b. Notwithstanding anything to the contrary in the Franchise Agreement, including Section 1.2, you are not restricted from providing medical services to the Clinic's patients, or from hiring and supervising the licensed medical professionals who are legally authorized to provide medical services to patients of the Clinic.

c. Instead of entering into the Management Services Agreement with a separate P.C., you agree to be solely responsible for operating the Clinic and providing, or arranging for and supervising the provision of, medical services to the patients of the Clinic. You, therefore, agree that you will perform all responsibilities and obligations of the "P.C." as set forth in the form of Management Services Agreement attached to this Amendment as Exhibit A (the "Management Services Agreement"), which are hereby incorporated into this Amendment. Without limiting the foregoing, you acknowledge and agree that these obligations include:

(i) satisfying the representations and warranties of Section 1.2 of the Management Services Agreement;

(ii) selecting, maintaining, and using the Equipment and Furnishings in good condition and repair and in a safe and appropriate manner as described in Section 2 of the Management Services Agreement;

(iii) being responsible for all aspects of the diagnostic, therapeutic and related professional services delivered by the Providers at the Clinic; selecting, training, supervising and employing (or otherwise engaging) all Providers; ensuring that the Clinic and all Providers maintain all necessary licenses and credentials; establishing and maintaining quality and standards of patient care, as described in Section 4 of the Management Services Agreement;

(iv) maintaining malpractice and other insurance as described in Section 7 of the Management Services Agreement;

(v) indemnifying us as described in Sections 8 and 9 of the Management Services Agreement; and

(vi) complying with the non-solicitation requirements of Section 10 of the Management Services Agreement.

d. Instead of entering into the Management Services Agreement with a separate P.C., you agree to be solely responsible for providing the management and support services necessary for operating the Clinic. You, therefore, agree that you will perform all responsibilities and obligations of the "Company" as set forth in the Management Services Agreement, which are hereby incorporated into this Amendment. Without limiting the foregoing, you acknowledge and agree that these obligations include:

(i) providing the use of the Premises and Equipment and Furnishings as described in Section 2 of the Management Services Agreement;

(ii) providing the management and administrative services described in Sections 3 and 4 of the Management Services Agreement; and

(iii) ensuring that all insurance required by Section 7 of the Management Services Agreement is maintained.

e. Any reference in the Franchise Agreement to an obligation of, or requirement applicable to, the P.C. will be your obligation.

f. Any reference in the Franchise Agreement to the "Franchised Business" will include your activities in both managing and operating the Clinic.

3. Except as otherwise amended above, the Franchise Agreement is otherwise in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment in duplicate on the day and year first above written.

Franchisor

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

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

Required Vendor Agreements

Exhibit J

Transfer Agreement

Exhibit K

Ervexia Occupational Health™
TRANSFER AGREEMENT
(License # _____)

THIS TRANSFER AGREEMENT (the "Agreement") is made and entered into and effective as of _____ ("the Effective Date"), by and between United Occupational Medicine LLC., an Arizona Limited Liability Company ("Franchisor"), and _____ ("Franchisee" or "Assignor"), and each undersigned owner of Franchisee and his or her spouse (individually, a "Franchisee Owner," and collectively, the "Franchisee 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, Franchisee, Franchisee Owners, Assignee, and Assignee Owners are referred to hereinafter as the "Parties").

Recitals

WHEREAS, Franchisor and Franchisee previously entered into that certain Franchisee Agreement dated _____ and any and all addenda thereto (collectively the "Franchisee Agreement"), granting to Franchisee that certain United Occupational Medicine LLC franchise in _____ ("Unit Franchise"), and referred to as License # _____, (hereinafter the "Franchise" or "License # _____");

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

- a. Section 14.4 of the Franchisee Agreement states that any Transfer (as defined below) of the Franchisee's interest in the Franchisee Agreement or of Franchisee's rights or privileges under the Franchisee Agreement must be approved by Franchisor in writing before such Transfer may be made or become effective;
- b. Section 14.5 of the Franchisee 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, Franchisee and/or each undersigned Franchisee Owner wish(es) to Transfer (as set forth in Section 14 of the Franchisee 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 Franchisee 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. Franchisee and/or each undersigned Franchisee 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, License # _____, or the Franchisee 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 Franchisee 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 Franchise to Franchisee 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 franchisees 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. Franchisee 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, Franchisee 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 Franchisee 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.* Franchisee and/or each undersigned Owner of Franchisee agrees that for twenty-four (24) months following the date of this Agreement, neither Franchisee, nor any Owner, nor any member of Franchisee'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 Franchisee's current location(s); or (b) within twenty-five (25) miles of any Ervexia Occupational Health™ 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 medicine 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 a franchise agreement with us.

E. *Non-Solicitation of Franchisor's Employees.* Franchisee 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 Franchise, or any Ervexia Occupational Health™ franchise to accept employment with any person, firm, or business that competes with any business of Franchisor, the Franchise, or any Ervexia Occupational Health™ franchise; or (b) induce, request, or advise any employee of Franchisor, the Franchise, or any Ervexia Occupational Health™ franchise to terminate such employee's relationship with Franchisor, the 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 Franchise, or any Ervexia Occupational Health™ franchise, except as required by law.

F. *Non-Solicitation of Franchisor's Customers.* Franchisee 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 Franchise, or any Ervexia Occupational Health™ franchise to become customers of any person, firm, or business that competes with any business of Franchisor, the Franchise, or any Ervexia Occupational Health™ franchise; or (b) induce, request or advise any customer of Franchisor, the Franchise, or any Ervexia Occupational Health™ franchise to terminate or decrease such customer's relationship with Franchisor, the 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 Franchise, or any Ervexia Occupational Health™ franchise, except as required by law.

G. *Confidential Information.* Franchisee 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 Franchisee'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. Franchisee 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. Subordination. Franchisee 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 Franchisee Agreement or any New Franchisee Agreement (as defined below) to pay to us or our affiliates any fees and payments provided for therein.

6. No New Franchisee Agreement. 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 Franchisee Agreement for License # _____ and that a new Franchisee Agreement will not be executed by the Assignee. As such, any and all deadlines in the Franchisee Agreement shall remain unchanged. Assignee will also be bound by the terms of any and all addenda to the Franchisee 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 Franchisee Agreement. 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 Franchise (the "New Franchisee 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 Franchisee Agreement; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchisee 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 Franchisee 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 Franchisee Agreement and afterward for so long as Assignee has any obligations under the Franchisee 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. Franchisee and/or each undersigned Franchisee 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

Franchisee

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

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

Assignees

By: _____

_____(Title)

**EXHIBIT A
TO TRANSFER AGREEMENT
FRANCHISE AGREEMENT AND ADDENDA (IF ANY)**

(Attached)

EXHIBIT B
TO TRANSFER AGREEMENT
Guaranty & Assumption of Obligations
(LICENSE # _____)

In consideration of, and as an inducement to, the execution of the Transfer Agreement dated _____, by and between United Occupational Medicine LLC an Arizona Limited Liability Company ("us"), _____, ("Assignor"), and _____ ("Assignee") for relating to the Franchise Agreement dated _____, and all addenda thereto (collectively the "Franchise 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 Franchise Agreement, each and every covenant, obligation, payment, agreement, and undertaking on the part of Assignee contained and set forth in the Franchise Agreement. Each of you agree that all provisions of the Franchise Agreement relating to the obligations of Assignee, including, without limitation, the covenants of confidentiality and non-competition and other covenants set forth in the Franchise 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 Franchise 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 Franchise Agreement and afterward for so long as the Assignee has any obligations under the Franchise 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 L

**ERVEXIA OCCUPATIONAL HEALTH™
GENERAL RELEASE**

THIS GENERAL RELEASE AGREEMENT ("Release") is made and entered into _____, by and between Ervexia Occupational Health™, LLC, an Arizona limited liability company ("Franchisor") and _____ a limited liability company ("Franchisee"), and each owner of Franchisee and his or her spouse (individually, an "Owner," and collectively, the "Owners") (collectively, Franchisor, Franchisee, and Owners are referred to hereinafter as the "Parties").

WITNESSETH

WHEREAS, the Parties previously entered into that certain Franchise Agreement dated _____, (the "Agreement"), granting Franchisee the right to operate a Franchise Business of Franchisor ("Clinic") for a specific Term (as defined in the Agreement); and

WHEREAS, Franchisee desires to transfer the Agreement to _____ and Franchisor has approved said transfer; and

WHEREAS, Section 2.4(c) of the Agreement requires Franchisee 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 Franchisee, 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

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 of Franchisor. Franchisee, 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 "Franchisor 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 Franchisor Releasing Entities may have against the Franchisor Released Entities as of the date this Release is executed.

3. Release of Franchisee. Franchisor, 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 Franchisee 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 Franchisee (the "Franchisee 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, relating to License NJ001 and its associated Franchise Agreement, which the Franchisee Releasing Entities may have against the Franchisee Released Entities as of the date this Release is executed.

4. 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

By: _____
Matt Hale
President of Franchising
United Occupational Medicine LLC

FRANCHISEE

By:

By: _____

By: _____
(spouse name)

State Effective Dates

Exhibit M

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.

Receipts

Exhibit N

RECEIPT

(YOUR COPY – RETAIN FOR YOUR FILES)

The disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If United Occupational Medicine LLC offers you a 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. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If 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: April 30, 2025

The following franchise seller(s) will represent us in connection with the sale of our franchises: Matt Hale, President of Franchising, at 7047 E. Greenway Pkwy #250, Scottsdale, AZ 85254, (928) 275-1450, and
(Name) _____ (Address) _____ (Phone) _____

I have received the Disclosure Document dated April 30, 2025, which included the following Exhibits:

- | | |
|--|--|
| A. Directory of State Administrators & Agents for Service of Process | G. SBA Addendum |
| B. Franchise Agreement | H. Management Services Agreement |
| C. Operations Manual Table of Contents for Unit Franchises | I. Amendment to Waive Management Agreement |
| D. Financial Statements | J. Required Vendor Agreements |
| E. List of Franchisees | K. Transfer Agreement |
| F. Lease Addendum & Collateral Assignment of Lease | L. General Release |
| | M. State Effective |
| | N. Receipts |

Prospective Franchisee 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.

RECEIPT

(OUR COPY – SIGN, DATE AND RETURN TO US)

The disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If United Occupational Medicine LLC offers you a 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. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If 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.

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