

FRANCHISE DISCLOSURE DOCUMENT



REAM FRANCHISE GROUP, LLC

a California limited liability company

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www.gamedaymenshealth.com

The franchise offered is for the right to open a Gameday medical clinic (“Clinic”) to offer healthcare services to men (“Patients”) (a “Gameday Men’s Health Business.”) Some of the healthcare services will be provided under membership plans and will include hormone replacement, erectile-dysfunction and vitamin wellness therapies, weight management, physicals, and similar non-critical healthcare services, goods, and medications (the “Healthcare Services”).

The total investment necessary to begin the operation of a single Gameday franchised business ranges from \$225,475 to \$421,396. This includes between \$56,750 to \$74,250 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operation of two Gameday franchised businesses under an Area Development Franchise is between \$443,450 to \$835,292. This includes \$106,000 to \$141,000 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of three Gameday franchised businesses under an Area Development Franchise is between \$657,425 to \$1,245,188. This includes \$151,250 to \$203,750 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of four Gameday franchised businesses under an Area Development Franchise is between \$867,150 to \$1,650,834. This includes \$192,250 to \$262,250 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of five Gameday franchised businesses under an Area Development Franchise is between \$1,074,875 to \$2,054,480. This includes \$231,250 to \$318,750 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of six Gameday franchised businesses under an Area Development Franchise is between \$1,280,600 to \$2,456,126. This includes \$268,250 to \$373,250 that must be paid to the franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format which is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Operations, at info@gamedaymenshealth.com or (858) 292-9202.

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

Buying a franchise 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. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: May 28, 2026



How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or <u>Exhibit E</u> .
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 <u>Exhibit B</u> 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 Gameday Men's 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 Gameday franchisee?	Item 20 or <u>Exhibit E</u> 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 A.

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



Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

- 1) **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.
- 2) **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
- 3) **Spousal Liability.** Your spouse must sign a document making 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.
- 4) **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
- 5) **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.
- 6) **Sales Performance Required.** You must maintain minimum sales performance levels or other contingency under the Area Development Agreement (Development Schedule). Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your Area Development Franchise, and loss of your investment.
- 7) **Mandatory Minimum Payments.** You must make minimum royalty and advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.



**NOTICE REQUIRED BY
STATE OF MICHIGAN**

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that the 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 terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 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 or under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.



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

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

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

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

The fact 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 Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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EXHIBITS:

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

The Franchisor

The franchisor is Ream Franchise Group, LLC. For ease of reference, Ream Franchise Group, LLC will be referred to as “we,” “us,” “our,” or “GMH.” We will refer to the person or entity that buys the franchise as “you,” “your,” or “Franchisee.” If you are a business entity, certain provisions will also apply to your owners.

We are a California limited liability company formed on October 26, 2021. We do business as “Ream Franchise Group, LLC” and “Gameday Men’s Health.” We do not conduct business under any other name. We allow you to operate under the trademark “Gameday Men’s Health.” Our principal business address is 2035 Corte Del Nogal, Suite 160, Carlsbad, California 92011. We sell franchises (“Franchises” or “Gameday Franchises”) to operate and/or manage a Clinic offering Healthcare Services and other products for men and have done so since June 2022. We have not conducted a business of the type to be operated by you. We have never offered franchises in any other line of business, and we have no other business activities.

Our agent for service of process in California is Evan Miller, 2035 Corte Del Nogal, Suite 160, Carlsbad, California 92011. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process.

Our Parents, Predecessors, and Affiliates

We have no predecessors.

Gameday Health Management, LLC (“Gameday Parent”) is our parent company and shares our principal business address. Since 2018, Gameday Parent directly or through its affiliates has delivered non-medical business management services to four Healthy Aging Centers, Inc., (d/b/a) Gameday Men’s Health Businesses in California. Gameday Parent provides a substantially similar business to the MSO Model described in this franchise disclosure document.

We have several affiliates (our “Affiliates”).

ZCB Works, LLC (“IP Affiliate”) is our Affiliate and shares our principal business address. IP Affiliate licenses us the Marks and certain other intellectual property that we sublicense to you.

Beachside Health Management LLC (“Beachside Health”) is our Affiliate and shares our principal business address. Beachside Health has delivered non-medical business management services to a clinic in Anaheim, California, since June 2024; in Corona, California, since January 2025; and two clinics in Orlando, Florida, since December 2025. Beachside Health provides a substantially similar business to the MSO Model described in this franchise disclosure document. Beachside Health has also acted as an owner operator of a clinic in O’Fallon, Missouri, since January 2025, substantially similar to the DCO Model described in this franchise disclosure document. This clinic was sold to a franchisee in 2025.

Randy Martins Health and Wellness LLC (with an assumed name of Hillstone Pharmacy, “Hillstone”) is our Affiliate with a principal business address of 9947 Kingston Pike, Knoxville, TN 37922. Hillstone is an approved vendor of medications and medical supplies.



Gameday Canada Franchise Group LLC (“GD Canada”) is our Affiliate and shares our principal business address. GD Canada offers substantially similar franchises in Canada and has done so since June 2023. GD Canada is not a supplier of any goods or services for our US franchise system.

HerWay Health Franchise, LLC (“Her Way Affiliate”) is our Affiliate and shares our principal business address. Her Way is anticipated to begin offering a women’s health franchise concept in early summer 2026. Once Her Way Affiliate begins offering franchises, in our sole discretion, we may offer certain Gameday franchisees the option to acquire a co-branded Her Way franchise in their Gameday territory, subject to payment of an option fee.

Except as described above, Gameday Parent, IP Affiliate, Beachside Health, Hillstone, GD Canada and Her Way Affiliate do not offer franchises in any other line of business and do not provide products or services to our franchisees.

The Franchise

We grant you the right to open and operate a Clinic under either the DCO Model or the MSO Model, as defined below. In each case, the Clinic will offer in-person Healthcare Services to Patients, and will include hormone replacement, erectile-dysfunction and vitamin wellness therapies, weight management, physicals, and similar non-critical healthcare services, goods, and medications. We refer to the DCO Model and MSO Model as the “Models.” Throughout this Franchise Disclosure Document, we have included language denoting Model-specific information. Unless otherwise specified, information is applicable to both Models.

DCO Model and MSO Model

If you are a medical professional or if you will open your Clinic in a state that allows a non-medical professional to own a Clinic, you will operate through “Direct Clinic Ownership” or the “DCO Model.” Otherwise, if your state allows, you may open a non-medical business management firm (“Management Services Organization” or “MSO”) that delivers management services to Clinics (the “MSO Model.”) We offer franchises for single Clinics and area development franchises (“Area Developer Franchise(s)”) for the right to open multiple Clinics in a designated development area. Area developers sign individual franchise agreements for each Clinic. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s). The State Addendum attached to this Franchise Disclosure Document as Exhibit G may contain additional references to the availability of a model in such states.

The Clinics will offer the then-current list of Healthcare Services to men using our “System” in a designated geographic area (an “Exclusive Territory” as defined in Item 12 below). Clinics may sell memberships to Patients for the use of certain Healthcare Services for designated time periods based on an entry fee and monthly dues, which will be described under member agreements with the Clinics. The membership programs do not allow for reciprocity and transfers among the membership programs of different Clinics. Our “System” includes, without limitation, our right to sublicense your use of the Marks; our proprietary methodologies for the delivery of Healthcare Services to the Patients under the DCO Model and the management services under the MSO Model; our “Proprietary Information”, including the information necessary to deliver the MSO Services, the Patient lists, and all medical records however stored and subject to all data privacy and security laws; the list of Healthcare Services offered; our distinctive exterior and interior design, and trade dress; uniform guidelines and quality control requirements; access to proprietary back-office software solutions; and advertising and promotional programs. Your Model, the Healthcare Services offered, and your day-to-day operations will adhere to the System.



Under both Models, we grant you the right to use the “Marks” (see Item 13) in advertising the availability of the Healthcare Services at the Clinic.

A “Medical Professional” is a person who has the education, licenses, certifications, fellowships, and other credentials required by your state to deliver Healthcare Services directly to Patients, which may include medical doctors, doctors of osteopathy, registered nurses, nurse practitioners, and similar professionals. Medical Professionals must have an active DEA registration, maintain all licenses in good standing, and pass a background check. Although no particular specialty is required by us, healthcare professionals trained only in naturopathic medicine are not permitted to be the Medical Professional that owns the Clinic or acts as medical director for the Clinic. We must approve the Medical Professionals who directly own and operate the Clinic under the MSO Model.

Under the DCO Model, we grant you the right to own and operate a single Clinic at the “Franchised Location.” Under the MSO Model, we grant you the right to manage a single Clinic at the Franchised Location.

If we grant you the right to operate a Gameday Men’s Health Business, we are not engaging in the practice of medicine, nursing or any other profession that requires specialized training or certification. You must not engage in the practice of medicine, nursing or any other profession that requires specialized training or certification, with the exception of those franchisees who sign a Waiver of Management Agreement.

The “Initial Training” (Item 11) and other training we offer is not intended to and will not provide medical training to a Medical Professional or continuing education requirements that your state may impose on Medical Professionals or any other staff members. All personnel must take such training as necessary to ensure that each retains the ability to deliver Healthcare Services and other services to Patients. You (and not us) are required to enforce this requirement.

Professional Judgment

We developed the System and the standards and specifications associated with the System, to create a framework that enables Clinics to operate in compliance with our brand standards and maintain a uniform experience for patients. However, we understand that the practice of medicine is a licensed profession requiring independent judgment, skill and training. Our franchise training and support programs do not include any training or support regarding the method or manner by which medical services are provided to patients. We do not (a) control or influence, (b) reserve the right to control or influence, or (c) intend to control or influence the Professional Judgment (as described below) exercised by the Medical Professionals or any medical staff. So we acknowledge and agree that if any terms of the Franchise Agreement (or any related agreement) and/or the Franchise Operations Manual conflict with your Professional Judgment or of the Medical Professionals and any medical staff, then: (i) the Professional Judgment of the Medical Professional and any medical staff, will control; and (ii) the Medical Professional and any medical staff will be authorized to act in a manner consistent with their Professional Judgment without being deemed in breach of the Franchise Agreement.

For purposes of this Franchise Disclosure Document, the term “Professional Judgment” means the independent medical judgment exercised by a Medical Professional regarding the methods and manner by which medical services are provided to patients, including: (a) determining what diagnostic tests are appropriate; (b) determining the need for referrals to or consultation with another medical professional or specialist; (c) responsibility for the ultimate overall care of the patient, including treatment options available to the patient; (d) determining how many patients to see in a given period of time or how many hours licensed medical professionals must work; (e) determining the medical equipment and supplies used in



rendering healthcare services; (f) managing, and determining the contents of, patient medical records; (g) selecting, hiring and firing any licensed medical professional staff; and (h) establishing coding and billing procedures for patient care services.

Area Development Agreement

We also offer to select qualified persons (“Area Developer(s)”) the opportunity to sign our area development agreement (“Area Development Agreement”) and acquire the right to develop up to ten Clinics in a designated development area (“Development Territory”) in accordance with a specified development schedule (“Development Schedule”). Area Developers must open a minimum of two Clinics.

The Development Territory will be established based on the consumer demographics of the area, the geographical area, city, county, and other boundaries. Area Developers must also sign a Franchise Agreement for the first Clinic at the same time as the Area Development Agreement.

Area Developers will sign our then-current form of franchise agreement for each subsequent Clinic developed under the Area Development Agreement, which may differ from the current Franchise Agreement included with this disclosure document. Unless otherwise stated, any reference in this disclosure document to “you” or “franchisee” includes you both as an Area Developer under an Area Development Agreement and as a franchisee under a Franchise Agreement.

Market and Competition

The primary market for the products and services offered by the Gameday Men’s Health Businesses includes men in the general public. The products and services offered by Gameday Men’s Health Businesses are not seasonal. The healthcare sector that serves men exclusively is developing but is also very competitive. You will compete with other businesses offering healthcare services in general (including medical practices, chiropractic practices, hospitals, and similar medical service providers) and that offer healthcare services exclusively to men. Some franchise systems, in particular, have already established national and international brand recognition.

Industry-Specific Laws

You must obtain all required licenses, permits, and approvals to operate your Gameday Franchise. Some states and local jurisdictions may have enacted or may in the future enact laws, rules, regulations, and ordinances which may apply to the Gameday Men’s Health Business. These regulations may establish certain standards, specifications, and requirements that must be followed by you. These include but are not limited to compliance with all applicable federal, state, county and municipal building codes and handicap access codes as well as laws restricting smoking in public places, the public posting of notices regarding health hazards, fire safety and general emergency preparedness, rules regarding the proper use, storage and disposal of hazardous waste and materials, and other building, fire and health standards.

State laws and regulations will vary greatly from state-to-state, so it is critical that each Gameday Franchise owner evaluate the specific laws and regulations applicable to the geographic area where it operates. In conducting this evaluation, there are five foundational areas specifically related to healthcare that should be focused on and understood: (i) ownership; (ii) diagnosis and treatment; (iii) delegation and supervision, (iv) marketing, and (v) privacy and data security. These regulations apply to Gameday Franchises being operated under either Model.

Ownership. Many states have laws restricting ownership, and control of medical practices by lay persons or corporations. These laws are commonly referred to as the corporate practice of medicine doctrine



(“CPOM”). The idea behind CPOM is to prevent financial and business interests from interfering with independent medical judgment. A state’s CPOM doctrine can include a wide range of restrictions such as prohibiting lay person or corporations from employing a physician to practice medicine and collecting the professional fees, restricting the ownership percentage of a practice that can be owned by a physician or non-physician provider such as a nurse practitioner, or lay person, and who can serve in management positions of a practice. These ownership and control restrictions within the state your Gameday Franchise is located can serve as a determining factor as to whether you can own and operate under a DCO Model or an MSO Model. Additionally, the CPOM restrictions can affect the way flow of funds needs to occur within your franchise structure, especially if operating an MSO Model, as funds need to follow a specific route from professionals to lay persons. For the MSO Model, the flow of funds concerns can also be addressed in the MSA. Whether your Gameday Franchise is operated as a DCO Model or as a MSO Model, under no circumstance shall a lay person (including you as an owner, if unlicensed) administer, control, influence, or direct the supervision, administration, delivery or performance of medical or other services requiring a Medical Professional. The non-medical business management services include private-Patient billing and collections, human resource management, accounting, physical-plant maintenance, the delivery of non-medical supplies, lease management, and similar services (“MSO Services”).

Diagnosis and Treatment - A variety of Medical Professionals can be employed by the Gameday Franchise. However, state regulations and oversight boards determine how much power and ability each license grants the holder regarding certain procedures. It is critical that state law be determined for which Medical Professional can conduct a primary patient evaluation and diagnosis, develop the treatment plan, as well as who can perform the procedure. Generally, only a physician, nurse practitioner (subject to proper supervision), or physician assistant (subject to proper supervision) may conduct the initial evaluation and diagnosis. Varying power and practice scopes are granted to non-physician providers, such as nurse practitioners, depending on the state the license is issued and services performed in. State laws, medical boards, nursing boards, and other regulatory agencies will need to be analyzed to determine what procedures and policies need to be implemented through the creation of standard operating procedures for the Gameday Franchise. The concept of form and substance will be vital to compliance as the operations of the Gameday Franchise need to follow and adhere to the standard operating procedures as written.

Delegation and Supervision - Following the primary consultation of a patient, analysis will need to be conducted regarding which Medical Professionals can be delegated procedures and administer the treatment plan. States will vary on regulations such as medical director qualifications, nurse practitioner and physician assistant ability to practice independently, nurse supervision and medical records review. Further distinctions will need to be made between medical and non-medical treatments. Based on the applicable delegation needed and requirements of the jurisdiction, delegation and supervision agreements may need to be prepared and entered into between the physician and non-physician providers, or other supervisor roles as outlined by the state. These agreements often are required in instances where prescriptive authority is being delegated by one party to another, which can be integral to the operation of the Gameday Men’s Health Business.

Marketing and Fraud and Abuse Laws – There are extensive federal, state and local laws rules and regulations that regulate the type of marketing that you may or may not make as to the products and services offered by a Gameday Men’s Health Business, the results that a Gameday Men’s Health Business customer may or may not achieve, and whether or not the approved products or services offered by Gameday Men’s Health Businesses are authorized, cleared and/or approved by any government agency or authority, and the Medical Professional(s) that may or may not be administering, supervising and/or performing the services. You should consult with your healthcare attorney to ensure that the marketing and promotion of your Gameday Franchise, its services, and the underlying Gameday Men’s Health Business, complies with all applicable laws, rules and regulations.

Both federal and state law impose restrictions upon certain marketing activity, including prohibitions on giving or receiving certain financial incentives for referrals. These include the federal “Stark” physician self-referral prohibition (42 U.S.C. § 1395nn) on financial arrangements between a physician (or immediate family member) and entity furnishing Designated Health Services and the federal Anti-Kickback Statute (42 U.S.C. 1320a-7b), which prohibits knowingly and willfully soliciting, receiving, offering, or paying any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, to any person, in return for or to induce such person to refer a person for the furnishing or arranging for the furnishing of an item or service for which payment may be made in whole or in part under Medicare, Medicaid, TRICARE or other Federal healthcare programs (as defined by 42 U.S.C. § 1320a-7b(f)); or (ii) purchase, lease, order or arrange for or recommend the purchasing, leasing or ordering of any good, facility, service, or item for which payment may be made in whole or in part under any Medicare, Medicaid, TRICARE or other Federal healthcare programs (as defined by 42 U.S.C. § 1320a-7b(f)). While the absence of federal reimbursement prevents the applicability of the foregoing laws and regulations to a Gameday Franchise and the Gameday Men’s Health Business operated in connection with your Gameday Franchise, certain states have enacted parallel restrictions (“State Anti-Kickback Laws”) that apply to all healthcare services, without regard to whether the payer is the patient, a private health plan, or a government program. A federal law enacted in 2018, the Eliminating Kickbacks in Recovery Act, 18 U.S.C. § 220, also prohibits the payment of remuneration in return for referring a patient to medical clinics and applies to payments from commercial and employer-sponsored health plans.

Another important aspect of compliance with State Anti-Kickback Laws may involve review of the financial terms of the MSA used in a MSO Model to ensure that the arrangement comports with relevant state law, including considerations of fair market value or commercial reasonableness in the payment for services. In addition, many states require that physicians make a proper disclosure to their patients regarding their affiliation with a person or entity if they will receive, directly or indirectly, remuneration for securing or soliciting the patient. Because of this, you will need to structure your marketing and financial arrangements carefully to ensure compliance. It is important to have a healthcare attorney evaluate these laws and regulations applicable to your Gameday Franchise.

Privacy and Data Security – Federal and state law impose privacy and data security requirements to the handling of patient records and communications of health information. The federal Health Insurance Portability and Accountability Act (“HIPAA”) laws, rules and regulations impose strict requirements as to safeguarding and maintaining the privacy of personal information and data collected and stored in medical records. You must assume that the operations of a Gameday Men’s Health Business, and the offer, sale, and performance of the Approved Clinic Products and Services are subject to HIPAA’s stringent privacy requirements. State laws may provide additional restrictions on privacy and data security practices. Although we provide a sample HIPAA business associate agreement (the “HIPAA Associate Agreement”) in Exhibit H of this Disclosure Document, to ensure the privacy and security of patient healthcare information you share with any business associate as defined by HIPAA, such as service providers, attorneys, or third-party billing companies, you should consult with your own healthcare attorney to ensure that this agreement complies with HIPAA and other applicable laws, rules and regulations. You should also consult with your healthcare attorney to determine whether the activities, safeguards and measures of your Gameday Franchise comply with HIPAA, requirements.

The Payment Card Industry Data Security Standard (“PCI”) requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data. You must also be sure to comply with applicable federal and state laws regulating the privacy and security of sensitive consumer and employee information.



There may be other Applicable Laws that govern the operation of any business, including employment laws, health, safety, Occupational Safety & Health Administration (OSHA) regulations, and similar legal requirements. Some Applicable Laws may regulate the length and terms of membership contracts, advertising and limitations on pre-opening sales. Certain services are required to be provided by an esthetician. The Applicable Law for those services will include licensing requirements. You may also have to obtain a bond to protect pre-paid membership fees you collect and there may be buyer's remorse cancellation rights and other types of cancellation rights. In all cases, you must determine the existence of Applicable Laws concerning your business operations before you sign the Franchise Agreement and must continue to comply with them throughout the franchise relationship. We urge you to consult with legal and other professionals of your choice for such help.

ITEM 2 BUSINESS EXPERIENCE

Member and Chief Executive Officer - Evan Miller

Dr. Evan Miller has served as our Chief Executive Officer since March 2023 and as our Member since our inception in October 2021 in Carlsbad, California. Dr. Miller previously served as our Chief Executive Officer from October 2021 to March 2023 in Carlsbad, California. Dr. Miller also serves as Executive Chairman and Member of Her Way Affiliate in Carlsbad, California, and has done so since December 2025. In December 2017, he founded Gameday Parent, and since then has managed Gameday Parent and GHP Affiliate in Carlsbad, Temecula, Laguna Hills and San Diego, California. Since December 2017, Dr. Miller has also acted as Business Development Manager of Healthy Aging in Carlsbad, Temecula, Laguna Hills and San Diego, California. Dr. Miller has also been the Director of GD Canada since August 2024 and the Chief Executive Officer of GD Canada since January 2024 in Carlsbad, California.

Chief Operating Officer - Stephen Mercurio

Stephen Mercurio is our Chief Operating Officer in Carlsbad, California, and has been since December 2023. Mr. Mercurio also serves as Chief Operating Officer of Her Way Affiliate in Carlsbad, California, and has done so since December 2025. Prior to that, he was the CEO of Akua Behavioral Health in Newport Beach, California, from January 2022 to September 2023. Mr. Mercurio was the President of Akua Behavioral Health in Newport Beach, California, from January 2019 to December 2021. Mr. Mercurio has also been the Chief Operating Officer of GD Canada since January 2024 in Carlsbad, California.

Chief Medical Officer – Haleem Mohammed

Dr. Mohammed is the Chief Medical Officer of Ream Franchise Group and has served as chair of the Gameday Men's Health medical advisory board since April 2025 in Carlsbad, California. Dr. Mohammed also serves as Chief Medical Officer of Her Way Affiliate in Carlsbad, California, and has done so since December 2025. Dr. Mohammed is also the Chief Executive Officer of South Florida Wellness Group, LLC in Miami, Florida. He has held this position since September 2023, operating multiple Gameday Men's Health clinics in South Florida. From May 2023 to September 2023, Dr. Mohammed worked for Dr. Hal, Inc. Prior to that, Dr. Mohammed served as Regional Medical Director and Chief Medical Officer for Leon Medical Centers in Miami, Florida from Sept 2019 to May 2023. Prior to that, Dr. Mohammed served as a medical director and director of hospital medicine for HCA/Envision Healthcare and Apogee Physicians in Illinois and Florida from June 2017 to Sept 2019. Dr. Mohammed is a board-certified physician.



Chief Innovation Officer - Michael Tabor

Michael Tabor has served as our Chief Innovation Officer since July 2024 in Carlsbad, California. Mr. Tabor also serves as Chief Innovation Officer of Her Way Affiliate in Carlsbad, California, and has done so since December 2025. Mr. Tabor has served as a founding member of Kitson Yachts in Bal Harbour, Florida since January 2020 and served as its CEO from June 2021 to July 2024. Mr. Tabor has also served as the Chief Innovation Officer of GD Canada since July 2024 in Carlsbad, California.

Chief Strategy Officer - Allen Brooke

Allen Brooke has served as our Chief Strategy Officer since July 2024 in Carlsbad, California. Mr. Brooke also serves as Chief Strategy Officer of Her Way Affiliate in Carlsbad, California, and has done so since December 2025. Mr. Brooke previously was the Partner and Chief Financial Officer of Dye Capital from June 2019 to July 2024 in Delray Beach, Florida. Mr. Brooke has also served as the Chief Strategy Officer of GD Canada since July 2024 in Carlsbad, California.

Onboarding Manager – Courtney Smuck

Courtney Smuck has served as our Onboarding Manager in Carlsbad, California, since December 2024. Mrs. Smuck also serves as Onboarding Manager of Her Way Affiliate in Carlsbad, California, and has done so since December 2025. Mrs. Smuck previously served as our Onboarding Coordinator from August 2023 to December 2024. Prior to that, Mrs. Smuck worked as the Lead Recruiter for Express Professionals in Fort Worth, Texas, from October 2021 to July 2023, and as the Lead at HG SPLY CO in Trophy Club, Texas from August 2019 to September 2021.

Director of Brand Integrity & Quality Assurance - Lauren Kampinga

Lauren Kampinga is our Director of Brand Integrity & Quality Assurance in Carlsbad, California, and has been since November 2023. Ms. Kampinga also serves as the Director of Brand Integrity & Quality Assurance of Her Way Affiliate in Carlsbad, California, and has done so since December 2025. Prior to that, she was the Senior Manager, Quality Assurance & Continuous Improvement, and Director of Operations & Franchise Success for Restore Hyper Wellness in Austin, Texas from July 2015 to August 2023.

Vice President of Sales and Business Coaching – Rich Force

Rich Force has served as our Vice President of Sales and Business Coaching in Carlsbad, California, since April 2024. Mr. Force also serves as Vice President of Sales and Business Coaching of Her Way Affiliate in Carlsbad, California, and has done so since December 2025. Previously, Mr. Force was the Director of Sales Operations for Nulife Institute in Miami, Florida from July 2022 to April 2024 and also served as CEO and Founder of Medical Marketing Solutions/USA Health MD in Fort Lauderdale, Florida, from March 2019 to July 2024.

Vice President of Brand Marketing: Nicole Marlborough

Nicole Marlborough is our Vice President of Brand Marketing in Carlsbad, California, and has been since July 2025. Previously, she was our Marketing Director in Carlsbad, California, from September 2023 to July 2025. Ms. Marlborough also serves as Chief Marketing Officer of Her Way Affiliate in Carlsbad, California, and has done so since May 2026. Prior to that, she served as Marketing Director of Her Way Affiliate in Carlsbad, California, from December 2025 to May 2026. Previously, she was a Marketing Manager & Corporate Brand Manager for Restore Hyper Wellness in Austin, Texas from April



2022 to August 2023. Ms. Marlborough was a Marketing Manager - Corporate Brand & Franchise for UFC Gym in Newport Beach, California, from February 2020 to March 2022.

ITEM 3 LITIGATION

A.P. v. Ream Franchise Group LLC d/b/a Gameday Men's Health, No. 3:26-cv-00433 (United States District Court for the Northern District of California). Ream Franchise Group LLC d/b/a Gameday Men's Health has been named as a defendant in a putative federal class action lawsuit which is pending. The lawsuit alleges that certain third-party website analytics and tracking technologies used on the company's website violated federal and California privacy laws. The Company believes the claims are without merit, denies any wrongdoing, and intends to vigorously defend the matter. Similar lawsuits involving website tracking technologies have been widely filed against companies across many industries.

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

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Unless otherwise stated, the fees below apply to both the DCO and MSO Models.

Initial Franchise Fee

You will pay us a \$49,500 initial franchise fee ("Initial Franchise Fee") when you sign your Franchise Agreement for the license to open a single Clinic within an Exclusive Territory. If you are an honorably discharged veteran from the United States military, we will discount the Initial Franchise Fee for your first Clinic by \$10,000. The Initial Franchise Fee is used to cover our costs for initial training and the pre-opening services we deliver and is fully earned by us before you open. The Initial Franchise Fee is uniformly imposed and nonrefundable.

During our last fiscal year ended December 31, 2025, we collected Initial Franchise Fees ranging from \$26,000 to \$40,000. The lower Initial Franchise Fees were granted to existing franchisees.

Additional Marketing Area Fee

If you request to purchase an additional area outside of your Exclusive Territory to actively market and solicit customers (a "Additional Marketing Area") and we approve your request, you will pay us a lump-sum fee of \$10,000 ("Additional Marketing Area Fee") when you sign your Franchise Agreement (or thereafter during the Term, if your request occurs after the initial execution of the Franchise Agreement). You will also be required to sign our Additional Marketing Area Addendum, the form of which is included as Exhibit H-11 to this Franchise Disclosure Document (the "Additional Marketing Area Addendum") by which we will grant you a non-exclusive right to directly market and solicit customers within the Additional Marketing Area. The Additional Marketing Area will not be added to your Territory, you will not receive exclusive rights to any Additional Marketing Area, and the Additional Marketing Area Addendum does not grant you the right to develop or open an additional Clinic. If, after signing the Additional Marketing Area Addendum, you wish to enter into an additional franchise agreement with us to establish a clinic within the



Additional Marketing Area, we will apply a credit equal to the Additional Marketing Area Fee you paid toward the initial franchise fee you owe us under the additional franchise agreement for the development of the additional Clinic in the Additional Marketing Area.

Development Fee

If you choose to enter into an Area Development Agreement to open multiple Clinics, you will sign the Area Development Agreement at the same time that you enter into your initial Franchise Agreement, and you will pay us a fee based on the number of Clinics you want to develop (“Development Fee”) when you sign the Area Development Agreement and your first Franchise Agreement. The Development Fee is nonrefundable, even if you fail to open any Clinics. The chart below describes the Development Fee owed depending on the number of Clinics you agree to open. Area Developers must open a minimum of two Clinics.

Number of Clinics	Development Fee for the Clinic	Total Development Fee Due
One	\$49,500	N/A
Up to Two	\$42,000	\$91,500
Up to Three	\$38,000	\$129,500
Up to Four	\$36,000	\$165,500
Up to Five	\$34,000	\$199,500
Up to Six*	\$32,000	\$231,500

*The Development Fee for each Clinic above six is an additional \$30,000.

You will not owe any additional Initial Franchise Fees when you enter into the Area Development Agreement. If you previously entered into an Area Development Agreement, you may request to increase your development obligations if you are in good standing under your Franchise Agreement and Area Development Agreement. If we grant your request to purchase the right to develop additional Clinic(s), you will pay the difference between: (i) the then-current Development Fee for the total number of Clinics you will develop after signing the additional Franchise Agreements; and (ii) the aggregate Development Fee you paid for any previous Clinic development rights. For example, if you previously entered into two Franchise Agreements and enter into a third and fourth Franchise Agreement, your Development Fee will be calculated as \$165,000 (the current Development Fee for four Gameday Men’s Health Businesses) less the \$91,500 you paid under your Area Development Agreement for an additional Development Fee of \$74,000. You will sign an “Amendment for Additional Development,” the form of which is included in Exhibit H to this Franchise Disclosure Document, which will set forth the additional Development Fee due for the development rights for your additional Clinic(s). We may, but are not obligated to, expand or modify your Development Territory when you sign an Amendment for Additional Development. We reserve the right to increase the Development Fees and calculate the additional Development Fee based on the then-current fee schedule.

Initial Training Fee



You must pay us an “Initial Training Fee” of \$500 for the initial training program. The Initial Training Fee includes training for up to seven attendees. We are not required to provide Initial Training to you for any additional Gameday Men’s Health Business franchises after you receive Initial Training for your first Franchise. This fee is uniform, nonrefundable and is due before your scheduled Initial Training Program (as defined in Item 11).

Technology Set-Up Fee; Technology Maintenance Fee

You will also pay us before you open (i) \$750 as the “Technology Set-Up Fee” to cover our cost to set up a landing page for your Model on our website and set up your Model in our system; and (ii) \$750 for three months of the “Technology Maintenance Fee” (at \$250 per month) that will be used to maintain your website presence and for other technology-based services. The Technology Set-Up Fee and Technology Maintenance Fee are uniformly imposed and are nonrefundable.

Grand Opening Support

If you request and we approve your request, on or around the first two days after you open for business, we will provide one trainer who will travel to your Franchised Location to provide grand opening support (“Grand Opening Support”). Grand Opening Support is optional. We grant or deny your request based on our discretion and availability. You will pay us a \$4,500 trainer fee at least three weeks before your scheduled grand opening (“Grand Opening Support Fee”) and our travel expenses, including lodging, meals, and transportation. We estimate our travel expenses will be up to \$3,000. You must pay the expenses associated with Grand Opening Support within 30 days after the date of the invoice for such expenses. The Grand Opening Support Fee covers our costs in providing training at your Franchised Location. The Grand Opening Support Fee is uniform and nonrefundable.

Digital Marketing Fee

Beginning three months before the scheduled opening date of your Clinic, you will pay us a monthly fee to provide or procure digital marketing services for your Clinic (“Digital Marketing Fee”). The Digital Marketing Fee will vary based on the number of Gameday Men’s Health Businesses you operate. The Digital Marketing Fee is used to provide and/or procure marketing, which may include custom microsite development and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting for your Clinic (“Digital Marketing”). The Digital Marketing Fee may be used for associated overhead operating costs and expenses we incur when providing or procuring Digital Marketing. The Digital Marketing Fee is currently equal to \$1,250 per month for each of your first three Clinics, and \$500 per month for each of Clinics four, five, and six. For every additional Clinic you operate beyond six you will not pay the Digital Marketing Fee for these businesses. We may increase the Digital Marketing Fee by up to 20% each calendar year upon 60 days' written notice. Additionally, for each Clinic you operate, you will pay a one-time \$1,500 digital marketing setup fee (“Digital Marketing Set-up Fee”). The Digital Marketing Fee and Digital Marketing Set-Up Fee are uniformly imposed and nonrefundable.

Financial Assurances

Some states have imposed a financial assurance requirement. Please refer to the State Addendum in Exhibit G to the Franchise Disclosure Document.



**ITEM 6
OTHER FEES**

Type of Fee*	Amount	Due Date	Remarks
Royalties ⁽¹⁾⁽²⁾⁽³⁾	The greater of 6% of Clinic “ <u>Gross Revenue</u> ” or the “ <u>Minimum Royalty</u> ” ⁽²⁾ beginning the first month of operation and continuing throughout the remainder of the initial term	Monthly on the 5 th of each month	See Notes 1, 2 and 3 for more information on “ <u>Royalties.</u> ”
Brand Fund Contribution	2% of Gross Revenue	Same as Royalties	We may increase this amount to no more than 3% of Gross Revenue after 60 days’ written notice. If you operate in a state that does not permit the collection of percentage-based fees, we may implement an alternative fee structure upon 30 days’ notice to you and will reconcile any payments with this new fee structure. We reserve the right to charge an alternative flat fee equal to up to \$2,000 per month. See Item 11 for more information.
Local Advertising Requirement	\$2,000 per month	Same as Royalties	If you fail to meet your required “<u>Local Advertising Requirement</u>” on local advertising through payments to us, our affiliate, our designated marketing provider, or other approved advertising suppliers, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund. Your Digital Marketing Fee does not count towards the Local Advertising Requirement. We may require you to pay some or all of the Local Advertising Requirement directly to us. If we require you to pay a Regional Advertising Fee (as defined below) for a regional advertising program controlled by us, your Regional Advertising Fee will be credited towards the Local Advertising Requirement.

Type of Fee*	Amount	Due Date	Remarks
Digital Marketing Fee	Varies depending on the number of Gameday Men's Health Businesses you operate (between \$500 and \$1,250)	Payable on receipt of invoice	For your first three Gameday Men's Health Businesses, your Digital Marketing Fee is \$1,250 per month for each business. For the next three Gameday Men's Health Businesses (4 – 6), the fee will be equal to \$500 per month. For every additional Clinic you operate beyond six you will not pay the Digital Marketing Fee for these businesses. We may increase the Digital Marketing Fee by up to 20% each year upon 60 days' written notice.
Telehealth Marketing Fee	Then-current fee (currently \$1,250 per month); plus then-current administrative fee (currently \$0 per month)	Same as Royalties	You will pay the “ <u>Telehealth Marketing Fee</u> ” to us each month. We pass through this amount directly to our designated third-party advertising vendor for telehealth marketing services. This fee may increase on 30 days' written notice if the third-party vendor increases its fees. We don't currently charge an administrative fee for our expenses to administer these services, but we may charge this fee in the future up to 20% of the Telehealth Marketing Fee upon 60 days' written notice.
Regional Advertising Fee	Varies; no more than the total amount of the Local Advertising Requirement	As we determine	Payable to us if we create a regional advertising program that includes franchisees within a designated geographic area. The Regional Advertising Fee will apply in addition to your Digital Marketing Fee; however, we may also allocate that part of your Brand Fund Contribution or Digital Marketing Fee for use by the regional advertising program (Item 11). The Regional Advertising Fee will be credited towards your Local Advertising Requirement. Each Clinic, including company-owned Clinics, in the designated geographic area will have one vote in the regional advertising program. We have no formula for determining whether a regional advertising group will be formed or what percentage of your fees will be allocated. As a result, we cannot quote an amount here.

Type of Fee*	Amount	Due Date	Remarks
Meta Advertising Fee	Varies based on estimated monthly advertising spend	Monthly, in advance of the applicable advertising period	We (or our affiliate or designated vendor) may require you to prepay your estimated monthly Meta (Facebook/Instagram) advertising spend. The prepaid amount will be based on your anticipated advertising budget for the applicable month. At the conclusion of each month, we will reconcile your actual Meta advertising spend against the prepaid amount. If actual spend exceeds the prepaid amount, you must pay the deficiency upon receipt of invoice. If actual spend is less than the prepaid amount, a credit will be applied to future advertising spend or refunded, as determined by us. We reserve the right to adjust the required prepayment amounts based on historical performance, changes in advertising strategy, or platform requirements. This fee represents a pass-through cost for advertising and does not include any additional management or service fees unless otherwise disclosed. Failure to comply with required prepayment obligations or maintain sufficient funding for Meta advertising spend may result in the following actions: First offense: advertising campaigns will be suspended for 30 days. Second offense: advertising campaigns will be suspended for 90 days. Third offense: permanent suspension of advertising and our option to terminate your franchise agreement. This fee is in addition to all other marketing and advertising fees.
Technology Maintenance Fee	Then-current fee (currently \$250 per month)	You will pre-pay the first three months of the Technology Maintenance Fee. Beginning with your fourth month of operation, the Technology Maintenance Fee will be payable each month	We may increase this fee at any time in our sole discretion after 60 days' written notice. This fee may include fees paid to third-party vendors and it may be adjusted to reflect their price increases. You will also be responsible for any increase in fees that result from any third-party vendor price increases, upgrades, modifications or additional software.

Type of Fee*	Amount	Due Date	Remarks
Replacement/Additional Personnel and Transferee Training Fee ⁽⁴⁾	Then-current fee (\$200 per person per shadow day for replacement or additional trainees and \$2,500 per person for transferees)	Before training	See Note 4.
Optional Additional Training or Assistance Fee ⁽⁵⁾	Then-current fee (\$950 per trainee per day plus an additional \$950 per day for any additional trainers)	As incurred.	See Note 5.
Audit Fee	Cost of audit and any underpayments plus 1.5% interest per month	Within ten days after receipt of audit report	Payable to us if the underpayment is greater than 2% of reported amounts.
Transfer Fee	\$10,000 per Clinic plus any broker commission	When the transferee signs the then-current Franchise Agreement	Payable in connection with the transfer of your Gameday Men's Health Business, a transfer of ownership of your legal entity, or the Franchise Agreement (this does not apply to transfers by you, as an individual, to an entity you control, which requires reimbursement of our costs and expenses). If a broker referred the transferee and we pay a brokerage commission, this figure will increase by the amount of the commission. We have no method of determining if there will be a broker and cannot quote any additional cost here.
Successor Franchise Fee	\$10,000	When you sign the successor franchise agreement	Payable if you qualify for successor franchise rights, and choose to enter into a successor franchise agreement.
Late Fee	Then-current fee (currently \$100 per day plus Default Interest).	As incurred	Payable to us if you do not make a timely payment. We may increase this fee at any time and in any amount after first giving you at least 60 days' written notice.
Default Interest	Then-current fee (18% per annum, compounded monthly)	As incurred	We may increase this interest at any time and in any amount after giving you at least 60 days' written notice. However, we will not charge an amount greater than allowed by your state.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses, including Professional Fees, that we or our representatives incur related in any way to your Gameday Men's Health Business or Franchise.

Type of Fee*	Amount	Due Date	Remarks
Professional Fees and Expenses	Will vary under circumstances	As incurred	You must reimburse us for any legal, accounting or other professional fees (“ <u>Professional Fees</u> ”) that we incur as a result of any breach or termination of your Franchise Agreement or as a result of your indemnity obligations. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Supplier and Product Evaluation Fee	Then-current fee (currently \$500).	As incurred	Payable if we inspect a new product, service or proposed supplier nominated by you.
Relocation Fee	Then-current fee (currently \$5,000).	As incurred.	Payable to us if we approve the relocation of your Clinic. We may increase this fee to up to \$7,500 after giving you at least 60 days’ written notice.
Annual Conference Attendance Fee	Then-current fee (not currently charged).	Before attendance	Payable to us if we conduct an “ <u>Annual Conference</u> ” and implement a fee. We will notify you of this fee at least 60 days before the Annual Conference date.
Insurance	Our cost if we purchase insurance for you, plus our then-current fee for administration (currently \$500 per month).	As incurred	You will pay this amount if we purchase insurance for your Model because you failed to do so. We may increase the administrative fee at any time and any amount after giving you no less than 10 days’ prior written notice.
New Healthcare Services, Products, Technology, and Services Fees ⁽⁶⁾	Varies.	As incurred	Payable to approved suppliers or us. See Note 6.
Taxes ⁽⁷⁾	Our costs.	As incurred	See Note 7.
Cost for Testing Samples ⁽⁸⁾	Varies.	As incurred	See Note 8.
Non-Compliance Fee	\$500 per violation plus \$100 per day that any violation is not corrected.	As incurred	This fee is assessed if we notify you that you are failing to follow our System or any required standards, or you fail to follow the terms of the Franchise Agreement or Franchise Operations Manual.
Payment Processing Service Fees	2% to 4% of the payment amount.	As incurred	Payable to approved suppliers or us. This range represents the fees charged by our designated merchant processor. We may collect this for fees we process from your patients or from you.

*Unless otherwise stated, all fees apply to both the DCO and MSO Models. You will be responsible for paying these fees separately for each Clinic you open. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. All fees are current as of the Issuance Date of this



Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. If you enter into an Area Development Agreement to operate multiple Clinics, the fees indicated in the chart above are the fees charged and/or incurred for each Clinic. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Also, any fee expressed as a fixed dollar amount is subject to adjustment based on changes to the Consumer Price Index (“CPI”) in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). In such event, we have the right to increase these fees by a maximum of 20% per year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase fees by the amount of any increases in fees from third parties for the underlying products or services, as applicable, which will be added to the capped fee increase. We will notify you of any adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one fee adjustment during any calendar year.

1. Royalties. You must pay us a continuing Royalty. The continuing Royalty is a monthly fee that is equal to the greater of: (a) 6% of the amount equal to the monthly Clinic Gross Revenue; or (b) the then-applicable Minimum Royalty.

“Gross Revenue” means the total of all revenues and income of the Clinic (whether operated through a DCO Model or an MSO Model), including the revenue generated from the sale of all products and services (including branded products and services) offered at or from the Clinic and all other income or revenue of every kind and nature related to, derived from, or originating from the Clinic, whether at retail or wholesale, including any off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not), any initial and renewal membership fees, dues and all other charges, and proceeds of any business interruption insurance policies, whether any of the products or services are sold for cash, check, or credit, and regardless of collection in the case of check or credit. Gross Revenue does not include (i) sales or similar taxes you collect that are chargeable to Patients by law; (ii) any documented refunds or credits; or (iii) sales discounts granted to a Patient. All barter or exchange transactions in which the Clinic furnishes products or services in exchange for products or services provided to the Clinic by a vendor, supplier or Patient will, for the purpose of determining Gross Revenue, be valued at the full retail value of the products or services so provided to the Clinic.

Under the DCO Model, you will collect all Clinic Gross Revenue. Under the MSO Model, the Medical Professional will collect all Clinic Gross Revenue. The percentage Royalty is based solely on the amount of the Gross Revenue of the Clinic for both models. If you operate the MSO Model, your Royalty is not based on the revenue you derive from the delivery of MSO Services to the Clinic.

All Royalties and fees collected must comply with federal, state, and/or local government laws, rules or regulations. If we determine that this calculation and collection of Royalties or any other fee or required contribution is invalid or unenforceable, we will give you 60 days’ written notice, and will replace any invalid or unenforceable calculation or collection method with a method that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable method, and this calculation of Royalty or other fee will be enforceable as so modified.

2. Royalties: Minimum Royalty. The Minimum Royalty is described in the chart below.

“Minimum Royalty”						
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 to 10
\$541.67	\$812.50	\$1,083.33	\$1,354.17	\$1,625.00	\$1,895.83	\$2,166.67



Monthly Requirement – The dollar amounts described in the chart above are monthly Minimum Royalties due for each year.

These amounts are per Clinic. If you manage or operate multiple Clinics, you will pay the applicable Minimum Royalty for each Clinic, which will be based on the year of operation for the respective Clinic.

Year – You will pay the “Year 1” Minimum Royalty during the first 12 months of operation following the date your Clinic opens. Each subsequent year will be the 12-month period following the anniversary of your Clinic's opening date. In the event of a transfer, the year shall be calculated from the original opening date of the Clinic.

3. Royalties. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer (“ACH”) or other similar means. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement.

4. Replacement/Additional Personnel and Transferee Training Fee. Payable to us for training additional or replacement “Franchise Managers,” “Responsible Owners,” non-medical staff, or transferees. You will pay your associated expenses, including travel, lodging, and board. We may increase this fee at any time in any amount after giving you at least 60 days’ written notice. A “Franchise Manager” is a person besides you or your Responsible Owner who acts as your Model’s general manager and has been trained by us. A “Responsible Owner” is an equity owner of your franchisee entity you designate to receive our training and operate the business on a day-to-day basis.

5. Optional Additional Training or Assistance Fee. Payable to us if you request additional operating assistance, and we agree to provide it. If we travel to you, you will pay our then-current daily fees per trainee plus our travel, room, and board. If we send more than one trainer, you will pay our then-current daily fee for each additional trainer plus their travel room and board. If you travel to us, these fees will apply, and you will bear these costs for your travel, room, and board. In our sole discretion, this training may be delivered virtually through our password-protected training web portal at the same per-trainer daily fee. We may increase this fee at any time by any amount after giving you at least 60 days’ written notice.

6. New Healthcare Services, Products, Technology, and Services Fees. We may require all similarly placed franchisees and you to add Healthcare Services, products, or other services to those already sold through your Clinic. Under the MSO Model, your MSA must include language that requires the Medical Professional to update its Healthcare Services, products, and other services. In each case, you may incur additional expenses, costs, and fees, some of which may be due to an Affiliate, a third party for whom we collect funds, or us. We have no set formula for determining the amounts and cannot provide an estimate to you. We will notify you in writing and give at least 60 days to comply. To provide for inevitable but unpredictable technological changes that could affect either Model’s operations, we have the right to establish, in writing, reasonable new standards and fees to implement new technology. If we introduce new technology, we will notify you in writing and give you 60 days to comply with the changes.

7. Taxes. You will reimburse us for all taxes we pay for products or services we furnish you, on our collection of the initial franchise fee, on the collection of royalties and advertising contributions, and the collection of similar fees or costs, if assessed by your state, and except for our income taxes.

8. Cost for Testing Samples. We may test items and goods from the Clinic and management offices to ensure it complies with our standards. If the test discloses failure to meet our standards, we may collect our cost of testing. We have no formula for determining this cost and cannot quote it here.



ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Single Clinic (DCO Model and MSO Model)

Type of Expenditure ⁽¹⁾	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee ⁽²⁾	\$49,500	\$49,500	Lump sum	When you sign your Franchise Agreement	Us
Additional Marketing Area Fee ⁽²⁾	\$0	\$10,000	Lump Sum	When you sign your Franchise Agreement	Us
Rent ⁽³⁾	\$6,825	\$22,896	As incurred	As per lease terms	Landlord
Real Estate Security Deposit	\$1,500	\$7,000	As incurred	As incurred	Landlord
Utility Deposits ⁽⁴⁾	\$0	\$1,500	As incurred	As incurred	Utility companies
Leasehold Improvements ⁽⁵⁾	\$20,000	\$25,000	As incurred	As incurred	Affiliates, Approved vendors
Architect and Design ⁽⁵⁾	\$5,000	\$7,500	As incurred	As incurred	Architect or construction manager
Bookkeeping Services ⁽⁶⁾	\$1,500	\$2,000	As incurred	As incurred	Approved supplier
Medical, Exam Room, Laboratory Equipment ⁽⁷⁾	\$20,000	\$50,000	As incurred	As incurred	Approved supplier
Other Furniture, Fixtures, Equipment, and Signage ⁽⁷⁾	\$15,000	\$21,000	As incurred	As incurred	Approved suppliers
Technology Set-Up Fee and Three Months Technology Maintenance Fee	\$1,500	\$1,500	As incurred	Before you open	Us
Initial Inventory of Consumable Medical Products ⁽⁸⁾	\$0	\$6,000	As incurred	As incurred	Approved suppliers
Computer System ⁽⁹⁾	\$4,900	\$6,900	As incurred	As incurred	Approved suppliers
Medical Practice Software ⁽¹⁰⁾	\$0	\$5,500	As incurred	As incurred	Approved suppliers
Initial Training Fee ⁽¹¹⁾	\$500	\$500	Lump sum	Prior to initial training	Us
Training Expenses ⁽¹¹⁾	\$3,000	\$6,000	As incurred	As incurred	Approved vendors
Optional Grand Opening Support Fee, Expenses ⁽¹¹⁾	\$0	\$7,500	As incurred	As incurred	Us
Fees Paid for Medical Training; Medical Association Fees ⁽¹²⁾	\$4,000	\$20,850	As incurred	As incurred	Approved Medical Agencies and vendors
Medical Training Expenses ⁽¹²⁾	\$8,000	\$22,000	As incurred	As incurred	Approved vendors
Grand Opening ⁽¹³⁾	\$2,000	\$3,000	As incurred	As incurred	Approved vendors

Type of Expenditure ⁽¹⁾	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Digital Marketing Fee and Set-Up Fee ⁽¹⁴⁾	\$5,250	\$5,250	As incurred	As incurred	Us or Designated Vendor
Insurance ⁽¹⁵⁾	\$2,000	\$5,000	As incurred	As incurred	Insurance agents
Staff Costs ⁽¹⁶⁾	\$20,000	\$60,000	As incurred	As incurred	Professional staff
Additional Funds – Three Months ⁽¹⁷⁾	\$55,000	\$75,000	As incurred	As incurred	Third parties and us
Total Estimated Initial Investment⁽¹⁸⁾	\$225,475	\$421,396			

1. Type of Expenditure. Unless otherwise stated in Item 5, all fees payable to us are uniform, payable in one lump sum, and nonrefundable. Fees due to third parties will be determined by your agreement with those third parties. Unless otherwise stated in the chart above or the footnotes below, these are the fees payable by both DCO Models and MSO Models. We have included language regarding what would be paid for by DCO Models and MSO Models, but depending on your state and local law, there may be more or less items that MSO Models will be permitted to acquire directly. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s).
2. Initial Franchise Fee; Additional Marketing Area Fee. The Initial Franchise Fee and the optional Additional Marketing Area Fee are described in Item 5.
3. Rent. You will be required to use approved site selection vendors (non-affiliates). You will not be required to pay an additional fee. This fee will be paid by landlords or sellers. The Franchised Location must be approved by us. There is no requirement to purchase real estate. We will not lease space and then sublease it to you. The Franchised Location may be in a medical building, strip mall, free-standing building, or other medical facility. A Clinic location will typically be located in an already-existing medical office that ranges in size between 850 square feet and 2,000 square feet. Your actual rent will vary based on the city, county, or state in which space is located, the availability of adequate space, competition for the space, and other factors, and your costs may be significantly higher. Under the MSO Model, the Franchisee will lease the Clinic space and sublease or license it to the Medical Professional. As a result, the rent should be within the same range as it would be under the DCO Model, as reflected in this estimate. Suitable management office space for the MSO Model is typically included as part of the Clinic footprint, so a Franchisee under the MSO Model does not need to lease separate space. The low estimate assumes that you will be in a location with lower rent or that we have given you the option to co-locate your Franchise with a Her Way franchise, once it begins offering franchises. The estimates in the table are based on rent payments for three months.
4. Utility Deposits. The low estimate assumes that your utility providers do not require a deposit due to your creditworthiness or status as an existing customer of these utility companies. The high estimate assumes that your utility providers require a deposit.
5. Architect and Design. The Franchised Location may need remodeling to meet our standards. Your expenses will vary depending on whether the Franchised Location was previously used as a healthcare facility, whether you have negotiated terms under your lease that requires the landlord to reimburse any improvement costs, the amount of any local, state, or other fees, taxes, and other factors. We must approve the Franchised Location and approve any construction or improvements

in writing. Leasehold-improvement costs will vary based on your city or state, the availability and location of adequate space, and other factors. Under the MSO Model, the Franchisee will lease the space and then sublease or license it to the Medical Professional, and Franchisee will be responsible for any leasehold improvements. We will supply you with generic plans for the layout of the Clinic, and you will hire an architect, designer, or similar professional to conform these plans to the Clinic's footprint. The cost of such professionals will vary based upon the city and state of the Franchised Location, availability of professionals with the required expertise, and other factors. The low estimate assumes that we have given you the option to co-locate your Franchise with a Her Way franchise (once it begins offering franchises).

6. Bookkeeping Services. You are required to work with our approved bookkeeping service. The bookkeeping service will, at a minimum, work with you to set up your books and help with revenue statements, bank reconciliation, and the calculation of Royalties and other fees due to us. The low number represents three months of fees at \$500 per month for the minimum service, and the high number represents this fee at an additional amount per month for the purchase of additional services such as data input. Your cost will depend on the size of your Clinic or MSO, the amount of bookkeeping you complete on your own, and other factors. The approved vendor may increase their monthly fee at any time. We have no control over this and cannot provide such information or costs here.
7. Medical, Exam Room, Laboratory Equipment; FF&E and Signage. You must purchase all medical equipment (including exam-room furniture, fixtures, and equipment), lab equipment (including testing equipment and small wares), and similar medical furniture, fixtures, and equipment (together, the "Medical Equipment") only from our approved vendor(s). The low range represents such purchases for Clinics that may have fewer exam rooms and less laboratory equipment, and the high range represents the needs of a larger Clinic. The cost of such medical equipment varies depending on your location in the country, the availability of equipment, shipping and handling, and other variables over which we have no control. You may spend substantially more. We may add to, subtract from (and then reinsert), or change the mix of required Medical Equipment at any time. You will be given at least 60 days' written notice before this occurs. Such changes may result in additional costs and fees to you. We have no formula for determining this cost, so we cannot quote it here.

In addition to the Medical Equipment, you will need other furniture, fixtures, and equipment to operate the Clinic, including waiting room tables, couches and chairs, an intake front counter, a voice-over-internet-protocol (VoIP) phone system, and miscellaneous office equipment ("Clinic FF&E"). These figures are based on estimates only, and your actual costs could be significantly greater. We may add to, subtract from (and then reinsert), or change the mix of required Clinic FF&E at any time. You will be given at least 60 days' written notice before this occurs. Such changes may result in additional costs and fees to you. We have no formula for determining this cost, so we cannot quote it here.

Under the DCO Model, Franchisee will purchase the Medical Equipment (described above) and the Clinic FF&E (described above). Under the MSO Model, the Medical Professional will purchase the Medical Equipment, and the Franchisee will purchase the Clinic FF&E and lease it back to the Medical Professional. If the Medical Professional purchases the Medical Equipment directly, the MSO Model Franchisee may offer a loan to the Clinic for the amounts listed in this estimate.

8. Initial Inventory of Consumable Medical Products. You are required to purchase your initial inventory of consumable products (including personal protection equipment (PPE), dressings,

syringes, and similar single-use products) only from our approved vendor(s). Your costs will vary depending on your Clinic's size, the availability of the products from approved vendors, shipping, and other variables over which we have no control.

Under the DCO Model, Franchisee will purchase consumable medical products. Under the MSO Model, the Franchisee will not purchase consumable medical products. Those are purchased only by and through the Medical Professional, and the MSO Model Franchisee may offer a loan to the Clinic for such amounts. The low range is for an MSO Model which does not offer a loan to the Clinic for these purchases.

9. Computer System. You must purchase the computer hardware and software we designate (together, the "Computer System") (See Item 11). Medical Professionals and some staff members will have desktop or laptop Computer Systems that they use exclusively. You will also need at least one Computer System for the front intake desk and the back office. The Clinic's administrator will use the Computer System in the back office to deliver the non-medical business management services. Computers are required to have Intel i5 processor, 16 GB RAM, and 512 GB HDD/SSD at a minimum. The Computer System for the administrator must also access the online version of QuickBooks Online Plus at \$1,380 per year. The low number represents the purchase of laptop computers for one Medical Professional, one medical staff person, and the Clinic's administrator, plus \$450 for three Microsoft Office licenses and \$1,380 for one QuickBooks Online Plus license. The high number represents the same purchases for three Medical Professionals, one medical staff member, and the Back Office Administrator), with five Microsoft Office licenses for \$750 and one \$1,380 QuickBooks Online Plus license (which licenses total \$2,130). You may have some or all of this equipment. If you do not, each Computer System's hardware could cost \$1,000 or more per unit, plus the licenses described above.

Under the MSO Model, Franchisee will directly purchase and lease back to the Medical Professional the Computer Systems (described above).

10. Medical Practice Software. You must obtain a license from our approved vendor for the "Medical Practice Software." This electronic medical record software contains modules allowing the input of Patient notes, the ability to issue prescriptions electronically, and similar applications that allow the Medical Professional to operate in the Clinic. Each Medical Professional is charged our vendor's then-current fee (now \$500 monthly). The low range represents three months' fees for a Clinic with one Medical Professional. The high range represents three months of this fee for a Clinic with three Medical Professionals. Each number also includes a \$1,000 per Medical Professional setup fee charged by our approved vendor.

Under the DCO Model, Franchisee will purchase the Medical Practice Software. Under the MSO Model, the Franchisee will not purchase the Medical Practice Software. The Medical Practice Software can be purchased only by and through the Medical Professional, and MSO Model Franchisee may offer a loan to the Clinic for such amounts. The low range is for an MSO Model which does not offer a loan to the Clinic for these purchases.

11. Training and Grand Opening Support Fees and Expenses. We can provide training virtually via a self-paced LMS, live video, and/or in person at one of our designated training sites in California, Texas, Florida and Colorado (including two in-person shadow days at one of these sites). We provide Initial Training for an Initial Training Fee of \$500 for up to seven attendees provided that all individuals attend the same Initial Training program. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all Initial Training program attendees (this estimate assumes expenses for two in-person shadow days for up to seven people). If additional

Initial Training is required, or more people must be trained, an additional Initial Training Fee at the then-current rate will be assessed. We are not required to provide Initial Training for any additional Gameday franchised business granted to you after you receive Initial Training for your first Gameday franchised business; however, we may require you to attend Initial Training for such subsequent franchises in our discretion and you will be responsible for paying the then-current Initial Training Fee and travel-related expenses. If you request optional Grand Opening Support and we approve your request, on or around the first two days after you open for business, we will provide one trainer who will travel to your Franchised Location to provide Grand Opening Support. You will pay us a \$4,500 Grand Opening Support Fee for a trainer and all expenses associated with travel including but not limited to lodging, meals, and transportation expenses. We estimate that the expenses will be equal to up to \$3,000. Grand Opening Support is optional, and we are not obligated to approve your request for Grand Opening Support. The low range for the Grand Opening Support Fee and expenses estimate assumes you do not receive Grand Opening Support.

12. Fees Paid for Medical Training; Medical Association Fees; Medical Training Expenses. Prior to opening your Clinic, each of the Clinic's Medical Professionals and Clinic Director (the "Medical Team") must complete our then-current required medical training (the "Medical Training"), discussed in Item 11 below. Depending on the experience of these individuals, they may require more or less Medical Training. The low amounts for these estimates assume that we consider the Medical Team individuals' experience upon entering the System to be significant, and that they are not required to complete the majority of our medical training, and that some of the training and association fees are paid over the first year, as may be permitted by some suppliers and associations. The high amounts include medical training expenses, and are based on our current negotiated rates with our approved medical training suppliers if we determine that Medical Team individuals need the Medical Training. The high amounts also assume you choose all the medical training and association membership options and the associated fees are pre-paid prior to opening. See Item 11 for more information regarding Medical Training.

Under the DCO Model, the Franchisee will pay for these fees. Under the MSO Model, the Franchisee will not pay for these fees, and they will be paid for by and through the Medical Professional, and the MSO Model Franchisee may offer a loan to the Clinic for such amounts. The Medical Training will occur online and/or at locations we designate in California, Texas, Florida, or Colorado. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all Medical Training program attendees.

13. Grand Opening. Franchisee must conduct a grand opening advertising and promotional program for the Clinic. This estimate is approximate. Your costs may vary depending on the size and location of the Clinic and other factors. Under the MSO Model, Franchisee may elect to charge the Medical Professional for the same.
14. Digital Marketing Fee. Currently, you must work with us or our designee to help advertise the Clinic ("Digital Marketing" See Item 11). "Digital Marketing" includes custom microsite development and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting. The Digital Marketing Fee will be paid to us or our designee. This figure represents the one-time Digital Marketing Set-Up Fee of \$1,500 plus the first three months of the Digital Marketing Fee, which is currently \$1,250 per month per Clinic for up to three Clinics, and \$500 per month per Clinic for Clinics 4 to 6. If you operate more than six Clinics, you will not pay the Digital Marketing Fee for these additional Clinics.

15. Insurance. This is an estimate for the first three months of premiums for the required insurance identified in Item 8. Your cost for insurance will vary depending upon the location of the Clinic, your claims-made history with prior or current insurers, and the competition for your insurance business and other factors. This estimate includes the malpractice and similar insurance for the Medical Professional for the DCO Model. This estimate excludes the malpractice and similar insurance for the Medical Professional for the MSO Model. Under the MSO Model, the Medical Professional (and not the MSO Model Franchisee) is responsible for obtaining his/her own malpractice insurance, and that represents the lower range of fees.
16. Staff Costs. To properly operate the Clinic, the Clinic must hire Medical Professionals and similar highly-trained staff members, including nurse practitioners, registered nurses, medical assistants, and physician's assistants. In addition, you will have expenses for non-Medical Professionals such as a receptionist and other clerical staff. The monthly fees and salaries for such staff will vary depending on the number of staff members you hire, the availability of properly credentialed persons, your location in the country, competition for such personnel, and other variables over which we have no control. The estimates in the table are based on staff costs for three months.
- Under the MSO Model, the Franchisee does not hire any medical staff for the Clinic as medical staff will operate only under the control of the Medical Professional. The staff and employees of the Franchisee under the MSO Model will only be those persons that you choose to hire to help in the management of the non-medical management services. An MSO Model Franchisee may offer a loan to the Clinic for the payment of medical staff costs. The low range is for an MSO Model which does not offer a loan to the Clinic for paying salary for medical staff. The high range represents three months' salary for three Medical professionals and four staff members.
17. Additional Funds – Three Months. This estimate is for other pre-opening costs and your first three months of necessary operating capital and ongoing fees, such as the Technology Maintenance Fee and Digital Marketing Fee, Medical Training Fees, medical support fees and medical association fees, and includes fees for professional services, such as hiring a lawyer, accountant or other professional to advise you. The estimate does not include payroll or an owner's salary or draw. Your need for these funds will vary by (i) your geographic location, (ii) your Clinic's methods and practices, (iii) your management skills, experience, and business acumen, (iv) the availability of and effectiveness of your staff, (v) local and national economic conditions, (vi) the market for your products and services, (vii) your non-Medical Professional employees' wages (paid both before you open and for the three months after opening), (viii) competition, (ix) Medical Training fees, medical support fees, and medical association fees (including any fees paid under a payment plan) paid during the initial three months following opening; (x) additional training fees and expenses for replacement or additional trainees; and (xi) sales that you realize during this initial period. Our estimates are based on our experience, the experience of our parent, our affiliates, and our current requirements for Gameday Men's Health Businesses. These figures are estimates only, and we cannot guarantee that you will not have additional expenses in your operations.
18. Total Estimated Initial Investment. To compile these estimates, for the MSO Model, we have relied upon the experience of our affiliates who have been in the industry and the research we did on the DCO Model; and for the DCO Model, we also relied upon the experience of our affiliate which helped to build out and then deliver management services to the Clinics that are substantially similar to franchisees under the MSO Model will open. You should carefully review these figures with your business advisors before making any decisions.

We do not offer direct or indirect financing for any part of your initial investment or any other items.



Area Developer

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Development Fee for up to two Clinics ⁽¹⁾	\$91,500	\$91,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to three Clinics ⁽¹⁾	\$129,500	\$129,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to four Clinics ⁽¹⁾	\$165,500	\$165,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to five Clinics ⁽¹⁾	\$199,500	\$199,500	Lump Sum	When you sign the Franchise Agreement	Us
Development Fee for up to six Clinics ⁽¹⁾	\$231,500	\$231,500	Lump Sum	When you sign the Franchise Agreement	Us
Initial Investment for First Clinic ⁽²⁾	\$175,975	\$371,896			
Initial Investment for Each Additional Clinics (2-3) ⁽²⁾	\$175,975	\$371,896			
Initial Investment for Each Additional Clinic (4 to 6) ⁽²⁾	\$173,725	\$369,646			
TOTAL ESTIMATED INITIAL INVESTMENT FOR TWO CLINICS ⁽³⁾	\$443,450	\$835,292			
TOTAL ESTIMATED INITIAL INVESTMENT FOR THREE CLINICS ⁽³⁾	\$657,425	\$1,245,188			
TOTAL ESTIMATED INITIAL INVESTMENT FOR FOUR CLINICS ⁽³⁾	\$867,150	\$1,650,834			
TOTAL ESTIMATED INITIAL INVESTMENT FOR FIVE CLINICS ⁽³⁾	\$1,074,875	\$2,054,480			

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
TOTAL ESTIMATED INITIAL INVESTMENT FOR SIX CLINICS ⁽³⁾	\$1,280,600	\$2,456,126			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Clinics under an Area Development Agreement. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and nonrefundable under any circumstances once paid. All expenses payable to third parties are nonrefundable, except as you may arrange for deposits and other payments.

1. Development Fee. See Item 5 for more information on the Development Fee. Area Developers must open a minimum of two Clinics.
2. Initial Investment for First Clinic. These are the estimates to start a Clinic as described in the Single Clinic chart above, excluding the Initial Franchise Fee, which is replaced by the Development Fee. Unless otherwise stated in the Single Clinic chart above or its footnotes, the estimates include both the DCO Model and MSO Model. We have included language regarding what would be paid for by DCO Models and MSO Models, but depending on your state and local law, there may be more or less items that MSO Models will be permitted to acquire directly. Due to different state laws, we may only offer one model of the Gameday franchised business in a certain state(s).
3. Initial Investment for Each Additional Clinic. This includes all fees included in the Initial Investment for the First Clinic, except that the Digital Marketing Fee decreases to \$500 per month for Clinics 4, 5 and 6.
4. This is an estimate of your initial start-up expenses for operating two to six Clinics as an Area Developer.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Gameday Men's Health Business according to our System and specifications. This includes purchasing or leasing all products, medications, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Gameday Men's Health Business under our specifications, which may include purchasing these items from: (i) our designees; (ii) approved suppliers; and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

Our confidential operations manual ("Franchise Operations Manual") states our standards, specifications and guidelines for all products and services we require you to obtain in establishing and operating your Gameday Men's Health Business and approved vendors for these products and services. We will notify you of new or modified standards, specifications and guidelines through periodic



amendments or supplements to the Franchise Operations Manual or through other written communication (including electronic communication such as email or through a system-wide intranet).

You must purchase, install, maintain in sufficient supply and use fixtures, furnishings, equipment, signs and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing.

You and we acknowledge and agree that the selection and use of any equipment and products used in connection with medical services provided by the Medical Professional to its patients will be subject to the Medical Professional's approval based on the Professional Judgment of the Medical Professional. If you or the Medical Professional wish to use any medical equipment or medical related product other than items that we have previously approved, you must first submit a written request for our approval, which we will not unreasonably withhold if the proposed medical equipment or medical product meets our standards and specifications, and any applicable rules or regulations, as determined by the Medical Professionals.

We may change, add to, delete (and then reintroduce) Healthcare Services from time to time, and subject to Applicable Law, you will be required to comply with such changes. Unless otherwise stated, the information in this Item 8 applies to both Models.

You must purchase all Medical Equipment and Clinic FF&E from our designated or approved vendors. You must utilize our designated electronic medical records service providers, pharmacies, and payment processing vendors. We may add to, subtract from, or change the mix of required equipment at any time. You will be given at least 30 days' written notice before this occurs. Such changes may result in additional costs and fees to you. You must work with us and/or our designee to help with Digital Marketing for your Clinic. You will receive training from us and from our designated provider. We will approve your grand opening, and online advertising before placing it in any medium. You are required to work with our approved bookkeeping service. We may change vendors at any time after giving you at least 60 days' written notice. We are the only supplier for the technology services for which you pay the Technology Set-Up Fee and Technology Maintenance Fee. We or our affiliates reserve the right to become the designated supplier of proprietary products and certain services, including payroll processing services.

You must purchase all replacement inventory of consumables, Medical Equipment, Clinic FF&E, communications, customer relationship management services, and lead generation software, and Medical Practice Software only from our approved vendor(s) or otherwise according to our standards and specifications. The purchases may be of new or used equipment, except that all used equipment must be in like-new condition and appropriate for a medical clinic setting. You are required to use our approved vendors for medical training and association fees. Currently, our approved medical training and association vendors are: Healthy Aging, Pellecome, MedSol, Hormonal Health Institute, Cellular Medicine Association and Colaborate. We currently require you to establish and maintain a merchant account with Priority Payments for payment processing. You must also enroll your administrators in our required Medical Practice Software system, currently through Lobbie and priced at \$699 per month per location, and subscribe to QuickBooks Online Plus for accounting, currently priced at \$115 per month (\$1,380 annually).

We may require all franchisees and you to add new Healthcare Services, Branded Products, Medical Equipment, Clinic FF&E equipment or other equipment, or other goods or services to those already offered through your Model. You may incur additional expenses, costs, and fees, some of which may be due to an affiliate, a third party for whom we collect funds, or us. A list of approved products and suppliers is available in the Franchise Operations Manual, or may be provided to you by other written communication. We may amend the list in our discretion.

We reserve the right to change vendors for any of the above at any time, and such change may result in an Affiliate or us being named the sole vendor. We will give you at least 60 days' written notice before making such a change. Any change may result in additional expenses to you. Some of our officers own an equity interest in us and Hillstone Pharmacy, which are approved suppliers. We may also provide certain communications support to you or procure these services on your behalf. Except as stated above, there are no other approved suppliers in which any of our officers owns an interest.

You must use the computer hardware and software, including the point-of-sale system that we periodically designate to operate your Gameday Franchise. You must obtain the computer hardware, software licenses, maintenance and support services and other related services that meet our specifications from the suppliers we specify. You may be required to use approved suppliers for certain technology business solutions at your expense that will support your business efficiencies, which may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solutions and any other solutions we may require from time to time in the Franchise Operations Manual.

Insurance for the DCO Model

Before opening your Clinic, you will purchase and maintain in full force the following insurance coverage:

a.	Commercial general liability insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, and medical expenses with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
b.	Automobile liability insurance for vehicles used in the operation of your Clinic, including for owned, non-owned, scheduled, and hired vehicles with limits for bodily injuries of no less than \$500,000 per person and \$1,000,000 per accident and property damage limits of \$50,000 per occurrence;
c.	Medical professional liability insurance that covers all medical practitioners with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
d.	Excess liability umbrella coverage for general and automobile liability for not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
e.	Employer's liability and worker's compensation insurance with the greater of the minimum state-specific limits or the specific limits we specify;
f.	Business interruption insurance of not less than \$50,000 per month for loss of income and other expenses with a limit of not less than nine months of coverage;
g.	Comprehensive crime and blanket employee dishonesty insurance of not less than \$50,000; and
h.	Comprehensive cybercrime insurance coverage for losses relating to security breaches such as malware, ransomware, and similar attacks that may threaten Patient and Clinic medical and financial information with limits of no less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

Insurance under the MSO Model

If your franchise relationship is based on the MSO Model, and unless otherwise required by Applicable Law, you will purchase the insurance identified in subsections (a), (b), and (d) through (h) above, and your Medical Professional will purchase the professional liability insurance identified in subsection (c) above. Applicable Law may require the Medical Professional and you to purchase additional insurance or a different mixture of the above insurance.

All insurance policies (including the Medical Professional's professional liability insurance) must be on "occurrence basis" only. An "occurrence-basis" policy provides coverage for a loss arising before the policy elapses though such claim may be made after the policy elapses. If such coverage is not available in your state, or if your state has other requirements and your policies must be written on a "claims-made" basis, you must purchase and maintain unlimited "extended coverage" (also known as "tail coverage") that

will remain effective after the expiration or earlier termination of the insurance or the Franchise Agreement. A “claims-made” policy covers only claims made during the policy period. “Extended coverage” is applicable under the claims-made situation. In that case, the insurer will agree to cover claims that occurred during the insurance term even if the claim is not made until after the term has expired. Extended coverage may come with additional costs to you.

In all cases, your insurance and that of any physicians must name us, our Affiliates, and, if we deem it appropriate, our officers, directors, equity holders, members, managers, and agents as additional insureds. You should also require all physicians to name you and your officers, directors, equity holders, members, managers, and agents as additional insureds.

Should you, for any reason, fail to procure or maintain the insurance required by the Franchise Agreement, as modified from time to time by the Franchise Operations Manual or otherwise in writing, we have the right and authority (but no obligation) to procure such insurance and to charge the same to you, which charges, together with a reasonable fee for our expenses in so acting, will be immediately payable to us. Your failure to have the minimum insurance or our decision to purchase any insurance after your failure to do so is a material breach of this Franchise Agreement.

The mix of the above insurance may change under Applicable Law; if so, you must comply. We also reserve the right to change the mix of insurance and the policy limits at any time. If we add new coverage or change limits, you will have 60 days to comply.

Although we require certain insurance coverage and may recommend other policies, we do not guarantee that the required or recommended insurance will be adequate to protect your assets fully. You should consult with an insurance professional to determine what coverage may be needed for you and your Model in addition to the minimum required coverage.

The insurance company must be authorized to do business in the state where your Gameday Franchise is located and must be approved by us. It must also be rated “A” or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. Your policy must provide that the insurer will not cancel or materially alter the policies without giving us at least 30 days’ prior written notice.

We will provide you with a list of our designated and approved suppliers in our Franchise Operations Manual. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for products and services that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. We will use commercially reasonable efforts to notify you within 30 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We reserve the right to charge a fee to evaluate the proposed product, service or supplier. We apply the following general criteria in approving a proposed supplier: (1) quality of services; (2) production and delivery capability; (3) proximity to Gameday Franchises to ensure timely deliveries of the products or services; (4) the dependability of the supplier; and (5) other factors. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers’ facilities and products, and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product or service. We do not provide material benefits to you based solely on your use of designated or approved sources.

We received \$572,705.77 in revenue (which represents 2% of our total revenue of \$25,929,793) from the sale of required equipment, products, goods, and services (including the Digital Marketing Fee) to franchisees as of December 31, 2025. Our Affiliates did not generate revenue from franchisee's required purchase but reserve the right to do so in the future.

For both Models, the cost of purchases and the leasing of goods and equipment obtained in accordance with our specifications will represent approximately 70% to 90% of your total purchases for the establishment of your Clinic and approximately 30% of your total purchases during the operation of your Clinic.

We receive rebates from certain suppliers that range from 1% to 4% of the total cost of systemwide purchases. We currently do not have purchasing cooperatives. We may develop regional purchasing or distribution cooperatives in your area in the future.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement ("FA")/ Area Development Agreement ("ADA")	Disclosure Document Item
a. Site selection and acquisition/lease	FA Section 7 ADA Section 6	Items 7 and 11
b. Pre-opening purchases/leases	FA Sections 7 and 19	Items 7, 8 and 11
c. Site development and other pre-opening requirements	FA Sections 7 and 19 ADA Section 7	Items 7 and 11
d. Initial and ongoing training	FA Section 8	Items 6, 7 and 11
e. Opening	FA Sections 7 and 12 ADA Section 7	Items 6, 7, 9 and 11
f. Fees	FA Sections 5, 6, 7, 8, 10, 12, 14, 16 and 20 ADA Section 3	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA Sections 9, 12 and 13 ADA Section 12	Items 8, 11, 12, 14 and <u>Exhibit F</u>
h. Trademarks and proprietary information	FA Sections 9, 14 and 17 ADA Section 1	Items 13 and 14
i. Restrictions on products/services offered	FA Section 13	Items 8 and 16
j. Warranty and customer service requirements	FA Section 13	Items 1 and 11
k. Territorial development and sales quotas	FA Section 4 ADA Section 5	Items 1, 11 and 12
l. Ongoing product/service purchases	FA Section 13	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	FA Section 13	Items 7, 8 and 11
n. Insurance	FA Section 19	Items 6, 7 and 8
o. Advertising	FA Section 12	Items 11, 13 and 14
p. Indemnification	FA Section 22 ADA Section 13	Not Applicable

Obligation	Section in Franchise Agreement ("FA")/ Area Development Agreement ("ADA")	Disclosure Document Item
q. Owner's participation/management and staffing	FA Section 10 ADA Section 12	Items 11, 15 and 17
r. Records and reports	FA Section 20	Item 11
s. Inspections and audits	FA Section 21	Items 6 and 11
t. Transfer	FA Sections 15 and 16 ADA Section 9	Item 17
u. Renewal	FA Section 5	Item 17
v. Post-termination obligations	FA Sections 18 and 26 ADA Section 8	Item 17
w. Non-competition covenants	FA Section 18 ADA Section 2	Item 17 and <u>Exhibit H-2</u>
x. Dispute resolution	FA Section 28 ADA Section 17	Item 17

ITEM 10 FINANCING

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

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

Except as listed below, GMH is not obligated to provide you with any assistance.

Pre-opening Obligations

Before you open your Gameday Franchise, we (or our designee) will provide the following assistance and services to you:

1. Provide an initial training program (See Franchise Agreement - Section 5.1). We will not provide general business or operations training to your employees or independent contractors. We may provide limited training on the System and brand standards to your key employees. You will be responsible for hiring, training, directing, scheduling and supervising your employees and independent contractors in the day-to-day operations of the Gameday Franchise.

2. Loan you one copy of, or allow you digital access to, the Franchise Operations Manual. If printed, the Franchise Operations Manual contains approximately 264 pages. The table of contents for the Franchise Operations Manual is attached to this Franchise Disclosure Document as Exhibit F (See Franchise Agreement - Section 6.1). All mandatory provisions in the Franchise Operations Manual are binding on you, subject to the Professional Judgment exercised by the Medical Professional or any medical staff.

3. Provide you with advice in identifying a suitable location for your Clinic if you request assistance (See Franchise Agreement - Section 7). You must use our approved vendors to advise and counsel you on locating the site for your Clinic. We must approve the site before you sign the lease.

You must locate a proposed site for your Clinic and submit such site location information we require within 30 days of signing the Franchise Agreement. In evaluating a proposed premises, we consider such factors as general location and neighborhood, traffic patterns, parking, size, lease terms, income per capita, existence of competitors, and other physical characteristics. Before leasing or purchasing the site



for your Clinic, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. We will have 30 days after we receive the information and materials to evaluate the proposed site. If we disapprove of the proposed site, you must select another site, subject to our consent and will have an additional 60 days. You must purchase or lease the site for your Clinic within 60 days after receiving our approval of a site. We generally do not own the premises for the Clinic and lease it to you. If you do not locate a site that is acceptable to us within 180 days of signing the Franchise Agreement, we may extend the deadline, require you to engage the services of a professional real estate broker of our choosing, or terminate the Franchise Agreement.

4. Review your lease agreement for the premises of your Clinic to ensure that its terms contain our required provisions and otherwise meet our minimum standards (See Franchise Agreement - Section 7.2). We will review the lease within 15 days after receipt. We have the option to require the lease contain certain provisions and be assigned to us by a collateral assignment agreement (Exhibit H of the FDD) or contain the following terms and conditions:

- (a) The landlord must agree that the lease and your right, title, and interest under the lease may be assigned to us or our designee without the landlord's consent;
- (b) The landlord must provide written notice to us when it gives you notice of any default by you under the lease. We must be given an additional 15 days after your period of cure has run to cure, at our sole option, any such default, and upon the curing of such default, we must be given the right to enter upon the leased premises and assume your rights under the lease as if you had assigned the lease to us; and
- (c) Under the MSO Model, your lease must allow for the subleasing of the space to the Medical Professional.

5. Once the lease is approved and signed, subject to Applicable Law, you will sublease or license the space to the Medical Professional under such terms as you may negotiate. You must take all other steps necessary under Applicable Law to ensure that the Medical Professional's subletting maintains the separation between the Medical Professional's ownership of the medical practice and your right to deliver the MSO Services.

6. Once you have an approved premises for your Clinic, we will designate a territory. If you sign an Area Development Agreement, we will designate the Development Territory before you sign the Area Development Agreement.

7. We will provide a copy of our basic specifications for the design and layout for the premises of the Clinic. You are responsible for the costs of preparing architectural, engineering and construction drawings and site plans, which you must submit to us for our review and approval before you begin construction of the premises for your Clinic. You are responsible for the costs of construction and remodeling. We do not assist you in conforming the premises to local ordinance and building codes nor do we assist you in obtaining any required permits. We do not assist you in remodeling or decorating your Clinic (Franchise Agreement - Section 7.3.).

8. We will provide you with a written list of furniture, fixtures, equipment, products and services (or specifications for such items) you must purchase for the development and operation of your Gameday Franchise and a list of any designated or approved suppliers for such items. You are responsible for the costs and expense of delivery and installation of all equipment, furniture, fixtures, equipment, signs or other supplies as specified in the Franchise Operations Manual (See Franchise Agreement – Section 9.1). All

mandatory provisions in the Franchise Operations Manual are binding on you, subject to the Professional Judgment exercised by the Medical Professionals.

We do not provide the above services to renewal franchisees and may not provide all of the above services to franchisees that purchase an additional or existing Gameday Franchise.

Continuing Obligations

During the operation of your Gameday Franchise, we (or our designee) will provide the following assistance and services to you:

1. Inform you of mandatory standards, specifications and procedures for the operation of your Gameday Franchise (See Franchise Agreement - Sections 4.2, 7.3, 12.2, 12.6, 12.7, 12.8 and 17.1).
2. Upon reasonable request, provide advice regarding your Gameday Franchise's operation based on reports or inspections. Advice will be given during our regular business hours and through written materials, electronic media, telephone or other methods in our discretion (See Franchise Agreement - Section 6.3).
3. Provide additional training to you for newly hired personnel on the Gameday brand and System guidelines, refresher training courses and additional training or assistance that you request or we determine, in our discretion, you need. You may be required to pay additional fees for this training or assistance (See Franchise Agreement - Section 5).
4. Allow you to continue to use confidential materials, including the Franchise Operations Manual and the Marks (See Franchise Agreement - Sections 6.1, 12.1, 12.2, 14.2 and 17).

Schedule for Opening

The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of your Gameday Franchise can range from four to six months. Some factors which may affect this timing are your ability to acquire a location through lease or purchase negotiations; your ability to secure any necessary financing; your ability to comply with local zoning and other ordinances; your ability to obtain any necessary permits and certifications; the timing of the delivery of equipment, tools and inventory; the time to convert, renovate or build out the premises for your Gameday Franchise; and your ability to enter into an MSA acceptable to us with a Medical Professional (if you operate the MSO Model).

You must open your Gameday Franchise to the public within nine months of signing the Franchise Agreement.

If you are an Area Developer, you must sign the Initial Franchise Agreement at the same time you sign the Area Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your first Gameday Franchise under an Area Development Agreement is the same as for a single Gameday Franchise. Each additional Gameday Franchise you develop must be opened according to the terms of the following Development Schedule, depending on the number of Clinics you purchase:

Clinics to be opened under an Area Development Agreement	Opening Deadline
First Clinic	9 months from signing the Area Development Agreement
Second Clinic	20 months from signing the Area Development Agreement
Third Clinic	30 months from signing the Area Development Agreement
Fourth Clinic	40 months from signing the Area Development Agreement
Fifth Clinic	50 months from signing the Area Development Agreement
Sixth Clinic and any additional Clinics	60 months from signing the Area Development Agreement and 10 months thereafter for each additional Clinic beyond the sixth.

The determination of the territory and the site selection and acceptance process for each Clinic under an Area Development Agreement is the same as that for a single Clinic and will be governed by the Franchise Agreement signed for that location.

Co-Branding

If you are an existing Gameday franchisee and we approve you to operate your Franchised Business in a co-branded, co-located, or shared-premises arrangement with a Her Way business (once it begins offering franchises), you may be required to sign our Co-Branding / Co-Location Addendum, the form of which is included as Exhibit H-10 to this Franchise Disclosure Document. That addendum may impose additional requirements relating to site approval, floor plan, signage, separation of brands, approved shared resources, staffing, websites, social media, technology systems, books and records, and de-branding or separation obligations if the arrangement later ends. We may deny, condition, or revoke approval of any such arrangement.

Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques.
2. Provide you with marketing materials for your Gameday Franchise, which may include videos for television advertisements, audio for radio advertisements, brochures, handouts and mailers. These materials will generally be provided as templates. You may be required to modify such materials for your local market. Upon request, we may provide modifications services to these materials. There may be a fee charged for any modification. You may but are not required to use the marketing materials we provide. We will provide the materials at no charge, but you are responsible for any printing, airing or other costs associated with using the advertising materials. You are responsible for ensuring any advertisements made on behalf of your Gameday Franchise comply with the applicable advertising laws of your state.
3. Make periodic visits to the Clinic for the purpose of assisting in all aspects of the operation and management of the Gameday Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Gameday Franchise, and detailing any problems



in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then-current training charges.

4. Maintain and administer a Brand Fund. We may dissolve the Brand Fund upon written notice (See Franchise Agreement - Section 11.1).

5. Hold periodic national or regional conferences to discuss business and operational issues affecting Gameday franchisees.

6. Reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions as allowed by law.

7. Provide you with optional Grand Opening Support if you request it and we grant your request. You will pay the associated Grand Opening Support Fee and reimburse us for our expenses (Item 5).

Advertising

Grand Opening

Beginning 15 days before and ending 30 days after the Opening Deadline, you must spend approximately \$2,000 to \$3,000 advertising your Clinic's grand opening. We must approve the grand opening plans and advertising in the same manner as we do "Local Advertising" (see below). The grand opening will occur on a date that is mutually acceptable to both of us.

Brand Fund

The Brand Fund is for marketing, developing, and promoting the System, the Marks and Gameday Franchises. You must pay 2% of your monthly Gross Revenue to the Brand Fund ("Brand Fund Contribution"). We reserve the right to increase the Brand Fund Contribution to 3% upon 60 days' written notice. Your Brand Fund Contribution will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Brand Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Gameday Men's Health Businesses owned by us will not contribute to the Brand Fund.

The Brand Fund will be administered by us, or our affiliate or designees, at our discretion, and we may use national and/or regional advertising agencies as the source for our advertising materials, or we may prepare them in-house. We may keep the Brand Fund in a separate operating, commercial, or savings account, or we may keep it in our general operating account. We may allocate all or a portion of the Brand Fund Contributions to a regional advertising program as described below.

We have complete discretion on how the Brand Fund will be utilized. We may use the Brand Fund for any expenditure that we, in our sole discretion, deem necessary or appropriate to promote or improve the System or the Gameday brand. For example, we may use the Brand Fund for: (i) developing, maintaining, administering, directing, preparing or reviewing advertising and marketing materials, promotions and programs, including social media management; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development (including social media) and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix) changes and improvements to the System; (x) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) collecting and accounting for Brand Fund Contributions; (xii) preparing and distributing financial accountings of the



Brand Fund; (xiii) conducting quality assurance programs and other reputation management functions; (xiv) local consumer marketing specifically intended to drive traffic to one or more locations, whether opened by us or a franchisee; and (xv) our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead, or other expenses incurred in relation to any of these activities.

We do not guarantee that advertising expenditures from the Brand Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the Brand Fund Contributions for advertising that is principally a solicitation for the sale of Franchises, but we reserve the right to include a notation in any advertisement or website indicating "Franchises Available" or similar phrasing. We will maintain records of all expenditures from the Brand Fund to ensure compliance with all applicable federal and state laws, including the Anti-Kickback Statute, the Stark Law, and state fee-splitting laws.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct or administer the Brand Fund. Any unused funds that were collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable.

The Brand Fund is not audited. Upon your written request, we will make available an annual accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year. During our fiscal year ended December 31, 2025, we collected Brand Fund Contributions of \$2,580,222.27, which was spent as follows: 2% on production, 0% on administrative expenses, 0% on other categories, and 98% on media placement.

Local Advertising and Digital Advertising

In addition to the grand opening advertising and Brand Fund Contributions, you will pay us the then-current Digital Marketing Fee (currently, you will pay \$1,250 per Clinic per month for each of your first three Clinics; \$500 per Clinic per month for each of your next three Clinics; and no additional monthly fee for your seventh and any subsequent Clinic you operate). Additionally, for each Clinic you operate, you will pay a one-time \$1,500 digital marketing setup fee at the same time you submit your first Digital Marketing Fee. The Digital Marketing Fee is currently collected monthly.

In addition to the Digital Marketing Fee, you must spend a minimum of \$2,000 per month on local advertising after you open your Clinic ("Local Advertising Requirement"). If you fail to meet your required Local Advertising Requirement on local advertising through payments to us, our affiliate, our designated marketing provider, or other approved advertising suppliers, you must pay the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund.

Currently, your monthly Digital Marketing Fee is paid to us to provide and deliver Digital Marketing for your Clinic, beginning three months before your scheduled opening date. We may instead require you to pay all or part of the Digital Marketing Fee to our designated vendor. A Digital Marketing Fee will be due for each Clinic you operate. The Digital Marketing Fee is used to provide or procure Digital Marketing services and associated overhead operating costs and expenses we incur. We may use your Digital Marketing Fee for Digital Marketing both within and outside of your Exclusive Territory, but your Digital Marketing Fee payments will only be used for Digital Marketing for your Clinic at this time. However, in the future, we may increase your Digital Marketing Fee as described above, and may also change the mix of Digital Marketing Services to include other Local Marketing services (including regional advertising programs as described below).



If we assign our right to provide Digital Marketing and collect any portion of the Digital Marketing Fee to any third party (“DM Vendor”), subject to Applicable Laws concerning the protection of the Patient and Clinic records and the Medical Professional/Patient relationship, we will have independent access to the DM Vendor’s records to audit your use of the Marks and any other purpose. There are no contractual limitations on our right to access this information. We reserve the right to designate or change DM Vendors; bring such services in-house; suspend (and then reinstate) or terminate (and then reinstate) the Digital Marketing program at any time and implement an alternative marketing program or make any other changes we deem appropriate after giving you at least 60 days’ written notice. Any advertising is subject to our policies. For grand opening advertising, or any additional advertising that you place, we must approve your proposed advertising materials before placing them in any medium. The proposed advertising must be delivered to us no later than 30 calendar days before placement. We will have 30 days to review it and provide comments (if any). The proposed advertising materials are deemed to be disapproved if we do not deliver the written notice to you of our approval or disapproval within that time. In our sole discretion, we may revoke our approval of any advertising materials at any time. Your Digital Marketing Fee may be used in the Regional Advertising Program, as described below.

If you wish to conduct additional Local Advertising online, you must follow our online policy, which is contained in our Franchise Operations Manual. For any additional local advertising you elect to conduct, you must obtain our approval as described above. Our online policy may change as technology and the Internet changes. Under our online policy, we may retain the sole right to market on the Internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may restrict your use of social media. We may not allow you to independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks. We intend that any franchisee website will be accessed only through our home page. Subject to Applicable Laws concerning the protection of the Patient and Clinic records and the Medical Professional/Patient relationship, we will monitor any online content and access your records to audit your use of the Marks and any other purpose.

Upon 30 days prior written notice to you, we may allocate all or a portion of the Brand Fund Contributions or Digital Marketing Fees to a regional advertising program (a “Regional Advertising Program”) for the benefit of Clinics located within a designated geographic territory. We will define the territories and require all franchisees and company-owned Models within such territories to contribute. We will control and administer Regional Programs, though we reserve the right to transfer such control to the participants in the Regional Advertising Program. There will be no written governing documents. We will prepare unaudited annual financial statements for each Regional Advertising Program. Upon your prior written request, we will make such unaudited annual financial statements available no later than 120 days after the end of each calendar year. Franchisees in each Regional Advertising Program will contribute an amount to the cooperative for each Clinic that the franchisee owns that exists within any cooperative’s geographic area; provided that you will not be required to pay more than the Local Advertising Requirement (provided that your contribution to the Regional Advertising Program will be credited towards your Local Advertising Requirement). Each Clinic in the Regional Advertising Program will have one vote in the Regional Advertising Program.

Telehealth Marketing Fee

You must pay us a monthly Telehealth Marketing Fee of \$1,250 which we pass through directly to our designated third-party advertising vendor for telehealth marketing services. This fee may increase upon 30 days’ written notice to you if our designated third-party vendor increases its fees. We do not currently charge an administrative fee to administer these services, but we may in the future charge such an administrative fee of up to 20% of the amount of the Telehealth Marketing Fee upon 60 days’ written notice to you.



System Website

We have established a website for Gameday Franchises (“System Website”). We intend that any franchisee website will be accessed only through our System Website. We have the right to use the Brand Fund’s assets to develop, maintain and update the System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the System Website. We may modify, update or add to the System Website at any time.

We are only required to reference your Gameday Franchise on the System Website while you are in full compliance with your Franchise Agreement and all System standards.

Advisory Council

There currently is one advertising council and no advertising cooperatives. We selected a group of franchisees from various markets to provide insight into our operations and discuss emerging issues arising in the franchise system. This council serves in an advisory capacity only. We reserve the right to form, change or dissolve this advertising council and or any additional advertising councils or advertising cooperatives in the future.

Computer System

You must own or purchase a laptop or desktop we require for each Medical Professional, your intake desk, and the back office (“Computer System”). They may be of any make or model and may operate under the latest version of the Microsoft or Apple operating system.

You must obtain a license for each Computer System for the online version of Microsoft Office 365 “Business Standard” software suite (including Word and Excel), which currently costs approximately \$12.50 per month (\$150 per year). Under both Models, at least one Computer System must also have a license for QuickBooks Online Plus, which currently costs \$115 per month (\$1,380 per year). Clinics must also purchase a license for the Medical Practice Software at its then-current fee (now \$500 per month) plus a \$1,000 installation fee. DCO Models will purchase the Medical Practice Software directly, under MSO Models, the Medical Professional will purchase the Medical Practice Software. You agree to install and maintain all hardware and software that we designate on the Computer System that we designate such as accounting software credit card processing and point-of-sale hardware and software, firmware, web technologies or applications, printers, internet connectivity devices and other related accessories and peripheral equipment. You must also pay us the monthly Technology Maintenance Fee and a one-time Technology Set-up fee described in Item 6.

Both Models may require you to purchase between three and six Computer Systems for approximately \$4,000 to \$6,000, plus the above software. You will also configure each Computer System with sufficient antivirus software and must comply with Applicable Laws relating to Patient and Clinic information protection. You must maintain each Computer System as often as necessary to keep it operational, which could cost \$100 to \$500 per Computer System per year. We may require you to update one or more Computer Systems every five years, when you are awarded successor franchise rights, or are permitted to transfer your franchise rights. This could cost \$1,000 or more per Computer System. You are not currently required to purchase a Computer System maintenance contract. We have no criteria for this and no formula for estimating such costs and cannot provide an estimate.



You must maintain high-speed Internet access to each Computer System station and use your best efforts to keep all equipment connected, powered on, and in good working order to ensure our access to the information and data regarding your Clinic. We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer System (Franchise Agreement - Section 12.6). You must arrange for installation, maintenance and support of the Computer System at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance, repairs or upgrades relating to the Computer System.

The cost of maintaining, updating, or upgrading the Computer System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual cost will be approximately \$500 to \$1,500, but this could vary (as discussed above). We may revise our specifications for the Computer System periodically.

You must pay our then-current technology business solutions fees to approved suppliers for certain business solutions that will support your business efficiencies, which may include phone systems, security systems, scheduling software, employee shift/task management software, music subscription, inventory solutions and any other solutions we may require from time to time in the Franchise Operations Manual for your Gameday Franchise. We reserve the right to upgrade, modify and add new systems and software, which may result in additional initial and ongoing expenses that you will be responsible for. You will be responsible for any increase in fees that result from any upgrades, modifications or additional systems or software and for any increase in fees from third-party providers.

We (or our designee) have the right to independently access the electronic information and data relating to your Gameday Franchise (including having administrative access to QuickBooks) and to collect and use your electronic information and data in any manner, including to promote the System and the sale of Gameday Franchises. This may include posting financial information of each franchisee on an intranet website. Subject to applicable privacy laws, such as HIPAA, there is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, in your Clinic or from other locations.

Training

Initial Training

For your first Gameday Men's Health Business that you open, your Responsible Owner, you, your Franchise Manager and other non-medical staff that we designate, must satisfactorily complete our Initial Training Program before you open. You will pay a \$500 Initial Training Fee, which will include the Initial Training Program for up to seven attendees.

Initial Training will generally be done through an online, self-paced set of modules ("Virtual Training") in addition to two in-person shadow days at one of our designated training sites ("Shadow Day(s)"). We will use the Franchise Operations Manual and online software as the primary instruction materials during the Initial Training program. We reserve the right to waive a portion of Initial Training or alter the training schedule at our discretion. You must pay for all airfare, meals, transportation costs, lodging and incidental expenses for all Initial Training program attendees.

If you or your designated trainees fail to complete Initial Training to our satisfaction, we have the right to terminate your Franchise Agreement, though all covenants that are required to survive termination of the Franchise Agreement will survive.



We will only provide Shadow Days to replacement or additional trainees during the first year following the opening of your Gameday Men's Health Business, as outlined below.

If you replace or hire an additional Franchise Manager, Responsible Owner or other required trainee during the first 90 days following the opening of your Gameday Men's Health Business, the Franchise Manager, Responsible Owner or other required trainee must attend the complete Initial Training program (currently, the Shadow Days and the Virtual Training).

If you replace or hire an additional Franchise Manager, Responsible Owner or other required trainees after the first 90 days that your Gameday Men's Health Business is open, but within the first year, you will have the option to have your additional or replacement Franchise Manager, Responsible Owner or other required trainees attend the Initial Training program.

If your Gameday Men's Health Business has been open for more than one year, we will not offer Shadow Days to replacement or additional trainees; however, these trainees will have the option to complete the Virtual Training.

We reserve the right to charge our then-current additional training fee for replacement or additional trainees, currently \$200 per person, per day for each Shadow Day. You will also pay for any transportation and expenses incurred while attending Shadow Days or other in-person training. We do not charge a fee for the Virtual Training for replacement or additional trainees. The availability of this training is subject to space considerations and prior commitments to other franchisees.

If you propose selling or transferring your Model or any interest in your franchise rights, part of our approval process requires the transferee to attend Initial Training and pay the then-current Additional Personnel and Transferee Training Fee (\$2,500 per person for transferee trainees). (Item 6).

You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. You are responsible for all your expenses to attend any training program, including lodging, transportation, food and similar expenses. We plan to provide the training listed in the table below.

TRAINING PROGRAM

Subject	Hours of Classroom Training*	Hours of On-the-Job Training	Location
Classroom Core 4	4 - 8	0	Currently, virtually and/or at a location in California, Colorado, Texas, Florida or another location we designate.
Classroom Clinic Roles	6 - 8	0	Currently, virtually and/or at a location in California, Colorado, Texas, Florida or another location we designate.
Clinic Shadow Day(s)	0	8 - 16	Currently, at a location in California, Colorado, Texas, Florida or another location we designate.
Vendor Relations, Marketing and Coaching Classroom	3 - 8	0	Currently, virtually and/or at a location in California, Colorado, Texas, Florida or another location we designate.
Total	13 - 24	8 - 16	



*Some or all of Classroom may be virtual.

Stephen Mercurio will direct and implement the Initial Training Program and supervise our trainers. He has served as our Chief Operating Officer since December 2023 and has worked in the industry since January 2019. The trainers will be various individuals employed by us or our affiliates. All trainers will have at least one year of experience in the subject(s) they are training you in. In the future, other persons who are active in our business's operations and administrative side may assist with Initial Training. As we have not identified such personnel, we cannot now provide their experience or other information.

Ongoing Training

From time to time, we may require that you or your Responsible Owner, Franchise Manager and other employees attend system-wide refresher or additional training courses. Some of these courses may be optional, while others may be required. If you appoint a new Responsible Owner or transfer ownership, or if you hire a new Franchise Manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Gameday Franchise. You may also request that we provide additional training (either at corporate headquarters or at your Clinic). You must pay us \$950 per trainee per day for additional training, and you must pay for airfare, meals, transportation costs, lodging and incidental expenses for all of your training program attendees. If we determine that you are not operating your Gameday Franchise in compliance with the Franchise Agreement or the Franchise Operations Manual, we may require that your Responsible Owner, Franchise Manager and other employees attend remedial training. You will be required to pay us the then-current training fee for any such training. If the training program is conducted at your Clinic, you must reimburse us for the expenses we or our representatives incur in providing the training. Our training is not intended to provide continuing education to a Medical Professional or other staff members.

In addition to participating in ongoing training, you will be required to attend any national or regional meeting or conference of franchisees. You are responsible for any conference fee and all travel and expenses for your attendees. You must pay us our then-current Optional Additional Training or Assistance Fee (see Item 6) for additional training you request, and you must pay for airfare, meals, transportation costs, lodging and incidental expenses for all of your training program attendees.

Medical Training

In addition to the initial training program, all Medical Professionals who will administer, when clinically appropriate, Healthcare Services at the Clinic, must participate in Medical Training for the specific Healthcare Service, which is provided by our approved training vendors (currently, Pellecome, MedSol, Colaborate, Hormonal Health Institute, Cellular Medicine Association, Healthy Aging and other designated medical providers). Medical Training is not conducted by us.

Currently, these are the medical training and ongoing support fees and medical association fees and approved vendors for the first year:

Approved Vendor	Fees
Healthy Aging or other designated medical entities – general medical training	\$2,000 for training your Medical Team



Approved Vendor	Fees
Pellecome- hormone pellet training and support	\$1,750 for training; \$1,578 for annual support fee
Colaborate*	\$9,600 if paid annually, \$11,100 for monthly installments and quarterly is \$10,800
MedSol*– training and support for obtaining and complying with lab license	\$11,000 for annual training and support
Hormonal Health Institute – training for hormonal treatments	\$1,000 per member of Medical Team for initial training
Cellular Medicine Association – training, support and trademark license for P-shot	\$997 for training, \$97 per month for ongoing support and license

*You must use either Colaborate or MedSol for training, support, and lab licensure compliance assistance.

We estimate the cost of Medical Training to be between \$12,000 and \$42,850. This requirement applies to all Medical Professionals, whether or not employed by you and whether or not you operate a DCO or an MSO Model. If you operate an MSO Model, you must enter into an MSA prior to the Clinic opening with enough time for the Medical Professional to complete required Medical Training.

ITEM 12 TERRITORY

Franchise Agreement

You may operate your Gameday Men’s Health Business only at the approved location. The approved location for your Clinic will be listed in the Franchise Agreement. If you have not identified an approved location for your Clinic when you sign the Franchise Agreement, as is typically the case, you and we will agree on the approved location in writing and amend the Franchise Agreement after you select and we approve the approved location. You are not guaranteed any specific approved location, and you may not be able to obtain your top choice as your approved location. You may not conduct your Gameday Men’s Health Business from any other location.

Under both Models, once the Clinic location and lease are approved, we will assign you an “Exclusive Territory”, which will continue in force during the initial term of your Franchise Agreement. This means that during the term of the Franchise Agreement we will not establish, nor permit anyone else to establish, another Gameday Men’s Health Business within the Exclusive Territory. The perimeter of the Exclusive Territory will be an area which will encompass the lesser of a three-mile area or a population of approximately 100,000 people (based on the population-mapping software we use), and will ultimately be defined by physical or geographic limitations, ZIP codes, political subdivisions, or other boundaries but will have no specific geometric shape. The Exclusive Territory of the MSO Model is the same as that of the DCO Model, as you will manage a Clinic located within your Exclusive Territory.

You are prohibited from directly marketing to or soliciting customers whose principal residence is outside of your Exclusive Territory. However, you may accept and serve any customer who walks into your clinic seeking services, regardless of where they live, so long as you did not actively solicit them outside of your Exclusive Territory. We currently have a telehealth and e-commerce platform (our “Online Platform”), where customers have the option to select which location they want to work with. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales except through our Online Platform, if any, and subject to all then-current policies and regulations we establish for



the Online Platform. You may not create, operate, or use your own telehealth, e-commerce, or online sales platform without our prior written consent. For any sales made through our Online Platform, we may collect all proceeds directly and distribute to you your share of those proceeds in the amount and on the schedule we determine in our sole discretion. If you are granted successor franchise rights and sign a successor franchise agreement, your Exclusive Territory may be modified depending on the then-current demographics of the Exclusive Territory, and on our then-current standards for territories.

We retain all territory rights (for ourselves and our affiliates) not expressly granted to you. We may use the Marks or the System to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Exclusive Territory. We and our affiliates have the right to operate, and to license others to operate, Gameday Franchises at any location outside the Exclusive Territory, even if doing so will or might affect your operation of your Gameday Franchise.

You are not granted any rights to use alternative channels of distribution, such as wholesale, telehealth, internet or mail order sales and may not independently market on the internet or conduct e-commerce unless we have expressly allowed you to do so under our online policy in the Franchise Operations Manual. In our sole discretion, we may permit you to take part in sales conducted through our Online Platform.

We may use trademarks other than the Marks to sell any products or services similar to those which you will sell within or outside of the Exclusive Territory. We may purchase, be purchased by, merge or otherwise acquire competitive businesses within and outside the Exclusive Territory. If such a situation occurs, the newly acquired businesses may not operate under the Marks in the Exclusive Territory but may operate under the System. We may implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere, including inside the Exclusive Territory, and we have the right to issue mandatory policies to coordinate such multi-area marketing programs. Although we reserve the rights described above, neither we nor any affiliate operates or franchises, or has plans to operate or franchise, a business under a different trademark that sells or will sell goods or services similar to those offered by you or our other Franchises.

We are not required to pay you if we exercise any of our rights within your Exclusive Territory. The continuation of the Exclusive Territory is not dependent upon your achievement of a certain sales volume, market penetration or other contingency (other than complying with the terms of the Franchise Agreement). We will not be required to pay any compensation for soliciting or accepting orders inside your Exclusive Territory.

You may not relocate your Gameday Men's Health Business without our prior written approval. We may approve a request to relocate your Gameday Men's Health Business in accordance with the provisions of the Franchise Agreement that provide for the relocation of your Clinic, and our then-current site selection policies and procedures. If you want to relocate your Clinic within your Exclusive Territory, you must provide us with at least 90 days' notice of your desire to relocate. If you find a suitable location, we will have 30 days to review the proposed relocation site and lease, if applicable. You must also pay us the Relocation Fee described in Item 6.

You do not receive the right to acquire additional Gameday Franchises unless you purchase the right in your Area Development Agreement. You are not given a right of first refusal on the sale of existing Gameday Franchises.

If you wish to purchase an additional Gameday Franchise, you must apply to us, and we may, at our discretion, offer an additional Gameday Franchise to you. We consider a variety of factors when determining whether to grant additional Gameday Franchises to existing franchisees. Among the factors we consider, in



addition to the then-current requirements for new Gameday franchisees, are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement, and the overall performance of your Gameday Franchise.

Area Development Agreement

You are assigned a Development Territory in the Area Development Agreement. You must develop a designated number of Gameday Franchises in the Development Territory. The size of the Development Territory will depend on the number of Gameday Franchises to be developed, the demographics of the territory, the population and other factors. The size of the Development Territory may be a single or multi-city area, single county area or some other area, and will be described in Attachment A of your Area Development Agreement. We will determine the Development Territory before you sign the Area Development Agreement based on various market and economic factors. In certain densely populated metropolitan areas, a Development Territory may be small if it has a high population density, while Development Territories in less densely populated urban areas may have significantly larger areas. The determination of the territory and the site selection and acceptance process for each Clinic under an Area Development Agreement is the same as that for a single Clinic and will be governed by the Franchise Agreement signed for that location.

The Development Territory will be an exclusive territory for the development of Gameday Franchises during the term of the Area Development Agreement so long as you are in compliance with the Area Development Agreement and each other agreement with us. This exclusivity grants you the exclusive rights to open a certain number of Franchises in the Development Territory. The rights granted under the Area Development Agreement relate only to the development of the Gameday Franchises identified in the Area Development Agreement. So long as you are in compliance with the Area Development Agreement, we will not establish or franchise others to establish another Gameday Franchise within your Development Territory during the term of the Area Development Agreement.

We may conduct any other type of activities within your Development Territory that we are permitted to conduct under the Franchise Agreement. The Development Territory will terminate upon the earlier of completion of the Development Schedule or the termination of the Area Development Agreement. However, if you are at all times in full compliance with the Development Schedule and Area Development Agreement, the Development Territory and associated territorial protections you receive in the Area Development Agreement will not expire any earlier than the end of the initial term of the first franchise agreement signed under the Area Development Agreement. After the termination or expiration of the Area Development Agreement, the only territorial protections that you will receive upon termination will be those under each individual franchise agreement.

Your failure to adhere to the Development Schedule will constitute a material event of default under the Area Development Agreement and we may: (i) terminate the Area Development Agreement; (ii) reduce the area of the Development Territory; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

Area Developers must own at least a fifty-one percent (51%) equity interest in the franchisee for each Gameday Franchise developed under the Area Development Agreement.

Co-Branded, Co-Located Territory

Any co-branded, co-located, or shared-premises operation with a Her Way business requires our separate written approval and is subject to a separate Co-Branding / Co-Location Addendum. Reservation of a territory does not itself grant any right to operate a co-branded or co-located business.



Once it begins offering franchises, a Her Way franchise may operate within your Exclusive Territory or Development Territory, and it may be owned by us, our affiliate, or a third party. The presence of a Her Way franchise in your territory does not grant you any right or obligation to co-brand, co-locate, or otherwise associate with that Her Way franchise.

Additional Marketing Area

We may, in our sole discretion, grant you the non-exclusive right to engage in active marketing outside of your Territory in the designated Additional Marketing Area. To acquire these rights, you must sign our Additional Marketing Area Addendum, and pay the Additional Marketing Area Fee. Otherwise, you are not permitted to actively solicit customers, distribute advertising materials, or otherwise engage in active marketing outside of your designated Territory. If you are granted an Additional Marketing Area, your rights are strictly limited to marketing and promotional activities within that designated area. You are not permitted to establish a Clinic or other physical location within the Additional Marketing Area.

The perimeter of the Additional Marketing Area will be an area which will encompass the lesser of a three-mile area or a population of approximately 100,000 people (based on the population-mapping software we use), and will ultimately be defined by physical or geographic limitations, ZIP codes, political subdivisions, or other boundaries but will have no specific geometric shape.

Your rights within the Additional Marketing Area are non-exclusive. We retain all rights to market, solicit customers, and grant other franchisees the right to market and solicit customers within your Additional Marketing Area. Furthermore, we reserve the right to establish, or grant another franchisee the right to establish, a physical location and Territory within your Additional Marketing Area.

If we establish, or grant a third party, a Territory that overlaps with your Additional Marketing Area, your right to actively market in that area will continue on a non-exclusive basis; however, you still may not open a physical location in that area.

ITEM 13 TRADEMARKS

The Marks and the System are owned by IP Affiliate and are licensed to us. IP Affiliate has granted us a non-exclusive license (“Trademark License”) to use the Marks to franchise the System around the world. The Trademark License is perpetual and began on February 3, 2022. The Trademark License can only be cancelled by our IP Affiliate if we fail to monitor your use of the Marks and protect their goodwill. If the Trademark License is terminated, IP Affiliate has agreed to license the Marks directly to our franchisees until each franchise agreement expires or is otherwise terminated. Except for the Trademark License, no agreement significantly limits our right to use or license the Marks in any manner material to the Gameday Franchise. IP Affiliate owns the following trademark that is registered with the United States Patent and Trademark Office (“USPTO”):

Our IP Affiliate received registration on the Principal Register of the United States Patent and Trademark Office (the “USPTO”) for the following:

Mark	Registration Number	Date of Registration	Register
	6,805,774	August 2, 2022	Principal



Mark	Registration Number	Date of Registration	Register
GAMEDAY	6,805,771	August 2, 2022	Principal
GAMEDAY	7,479,325	August 20, 2024	Principal
Gameday Men's Health	7,555,609	November 5, 2024	Principal

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board or the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. All required affidavits and renewals have been filed.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the Marks. You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement and with a conspicuous sign in the premises of your Clinic that you are an independently owned and operated licensed franchisee of Gameday Men's Health. You may not use the Marks in the sale of unauthorized products or services or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the Gameday Franchise, or any interest in the Gameday Franchise. All rights and goodwill from the use of the Marks accrue to IP Affiliate and us.

If you operate the MSO Model, we reserve the right to license the Marks directly to the Medical Professional with which you have entered into an MSA.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take the appropriate action, but we are not required to take any action if we do not feel it is warranted. You must notify us within three business days if you learn that any party is using the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within 60 days after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must not directly or indirectly contest IP Affiliate's ownership of or our right to use and sub-license the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.



ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information in the Franchise Operations Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the ingredients and formula of our products and recipes, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Franchise Operations Manual, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information (collectively, the “Copyrighted Works”) for the operation of your Gameday Franchise, but such Copyrighted Works remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Franchise Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems of, knowledge of, and experience in the development, operation and franchising of Gameday Franchises, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of Gameday Franchises and other related materials are proprietary and confidential (“Confidential Information”) and are our property to be used by you only as described in the Franchise Agreement and the Franchise Operations Manual. Where appropriate, certain information has also been identified as trade secrets (“Trade Secrets”). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Gameday Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, your owners (if you are a business entity), and your employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Gameday Franchises during the term of the Franchise Agreement.

You must notify us within three business days after you learn that a third party is using any language, visual image, or recording that you perceive to be identical or substantially similar to any of our Copyrighted Works, Confidential Information, or Trade Secrets, or that a third party is challenging your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. We have the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge, or claim involving the Copyrighted Works, Confidential Information, or Trade Secrets. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our



Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets. No patents or patents pending are material to us at this time.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Under the DCO Model, your Responsible Owner, your Franchise Manager, or you must personally participate in and manage your Clinic's day-to-day operations. Under the MSO Model, your Responsible Owner, your Franchise Manager, or you must personally participate in and manage the delivery of the MSO Services on a day-to-day basis. Though you are permitted to operate using a Franchise Manager, we always recommend that you operate your Model directly and on a day-to-day basis.

Under the DCO Model and Applicable Law, you must have properly licensed and credentialed medically trained staff (including the Medical Professional(s)) required to manage and operate any medical clinic. Under the MSO Model, you must ensure that the Medical Professional who owns the Clinic is similarly licensed and credentialed. Applicable Law may also require such person to hold a specified management or higher position, in which case, you will comply with such law. We must approve the Franchise Manager, your Responsible Owner, and any Medical Professionals who directly own and operate the Clinic under the MSO Model or who acts as medical director or medical staff under the DCO Model.

Under the MSO Model and Applicable Law, the Medical Professional is required to own some or all of the equity interest in the Clinic (i.e., the medical practice entity). The Medical Professional is not required to own an equity interest in the MSO unless Applicable Law requires otherwise. Unless required by Applicable Law, a management position Person hired by the Medical Professional need not own an equity interest in the MSO. Under the DCO Model and unless required by Applicable Law, your Franchise Manager or Medical Professional need not own an equity interest in your franchisee entity. Under both Models, any new Responsible Owner, Franchise Manager, or Medical Professional must be identified to us within five business days of the person's hire date. The new Responsible Owner or Franchise Manager must complete our Initial Training Program, and any new Medical Professional must complete the required Medical Training, in each case as described in Item 11.

Regardless of the Model, your Franchise Manager, the Medical Professionals, the medical staff that manages the Clinic, your Responsible Owner, and you must abide by all confidentiality requirements of the Franchise Agreement and may in the future be required to sign a confidentiality and non-competition agreement. If you are an entity, each direct and indirect owner (i.e., each person holding a direct or indirect ownership interest in you) and each person who is or becomes a Responsible Owner must sign our then-current form Franchise Owner Agreement, which is attached to the Franchise Agreement as Attachment C.

If you are an Area Developer, you must own at least a 51% equity interest in any legal entity that signs a Franchise Agreement under your Area Development Agreement.



ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Under the DCO Model, you must offer for sale all of those Healthcare Services and other goods and services approved by us and specified in the Franchise Operations Manual and any periodic updates incorporated into the Franchise Operations Manual. You may not offer any products or services not specifically approved by us in writing, and you may not use your Clinic for any purpose other than your Clinic's operation. Unless we separately approve a co-branded, co-located, adjacent, shared-premises, or otherwise associated arrangement with a Her Way business and you sign our Co-Branding Addendum, you may not operate any other business at the Franchised Location. If we approve such an arrangement, you may do so only in the manner we approve and subject to all conditions in the Co-Branding Addendum and applicable law.

Under the MSO Model and as a contingency to working with the Medical Professional, your MSA must require the Clinic to offer for sale all of the Healthcare Services and other goods and services approved by us and specified in the Franchise Operations Manual and any periodic updates incorporated into the Franchise Operations Manual. Under the MSA, the Clinic may not offer any products or services not specifically approved by us in writing, and you will not allow the Clinic to be used for any purpose other than the Clinic's operation. Unless we separately approve a co-branded, co-located, adjacent, shared-premises, or otherwise associated arrangement with a Her Way business and you sign our Co-Branding Addendum, you may not operate any other business at the Franchised Location. If we approve such an arrangement, you may do so only in the manner we approve and subject to all conditions in the Co-Branding Addendum and applicable law.

You must be open during the days and hours we designate in the Franchise Operations Manual, by a written handout, or by delivery of notice by other electronic means. We do not impose minimum staffing requirements though you must have sufficient staff to serve your customers. We do not now, but may in the future require all franchisees and you to participate or maintain participation in gift card, coupon, or customer incentive programs. If we do this, we will give you no less than 30 days prior written notice. You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the Franchise, us or any of our affiliates without our prior written consent and as subject to our online policy. Under the MSO Model, you must provide all MSO Services. We may add to, delete from, or modify the products and services that you can and must offer, and there are no limits on our right to do so. You must abide by any additions, deletions, and modifications to the Franchise Operations Manual.

Neither you, nor any Medical Professional may establish an account or participate in any social networking sites or blogs, crowdfunding campaigns, or mention or discuss the Gameday Franchise, us or any of our affiliates without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you and any Medical Professional from any use of the Marks in social networking sites or other online use. Neither you, nor any Medical Professional may sell products through other channels of distribution such as wholesale, internet or mail order sales. Otherwise, we place no restrictions upon your or your Medical Professional's ability to serve customers, provided you do so from your Clinic in accordance with our policies.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 5.1	10 years.
b. Renewal or extension	Section 5.1	If you are in good standing and you meet other requirements, you may add two successor terms of five years.
c. Requirements for franchisee to renew or extend	Section 5.2	The term “renewal” refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Your successor franchise rights permit you to remain as a Franchise after the initial term of your Franchise Agreement expires if you are in good standing and you meet other requirements. You must notify us in writing of your desire to enter into a successor franchise agreement not less than 60 days nor more than 180 days before the expiration of the term. You must have an approved MSA and lease that will extend through the length of the successor term. You must sign our then-current Franchise Agreement and ancillary documents for the successor term, and this new franchise agreement may have materially different terms and conditions (including, e.g., higher royalty and advertising contributions) from the Franchise Agreement that covered your original term. You must make any updates and renovations as required to meet our then-current System standards. The number and length of renewal terms in your original Franchise Agreement will supersede the number and length of renewal terms in any successor Franchise Agreement.
d. Termination by franchisee	Section 23	You may terminate the Franchise Agreement if you are in compliance with it, and we are in material breach, and we fail to cure that breach within 30 days of receiving written notice. You may terminate under any grounds permitted by law.
e. Termination by franchisor without cause	Not Applicable	Not applicable.

Provision	Section in Franchise Agreement	Summary
f. Termination by franchisor with cause	Section 24.2	We can terminate upon certain violations of the Franchise Agreement by you. We can also terminate if you default under another franchise agreement or any other agreement with us or our affiliate (except we may not terminate the Franchise Agreement due to the termination of any Area Development Agreement you have with us due to your failure to meet the Development Schedule).
g. “Cause” defined - curable defaults	Section 24.3	You have 30 days to cure defaults listed in Section 24.3.
h. “Cause” defined - non-curable defaults	Section 24.2	Non-curable defaults: the defaults listed in Section 24.2 of the Franchise Agreement. We can also terminate if you default under another franchise agreement or any other agreement with us or an affiliate (except we may not terminate your Franchise Agreement due to the termination of any Area Development Agreement you have with us due to your failure to meet the Development Schedule).
i. Franchisee’s obligations on termination/non-renewal	Sections 5.3, 18.3, 25 and 26	Obligations include complete de-identification, payment of amounts due and return or destruction of confidential Franchise Operations Manual, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by franchisor	Section 15	No restriction on our right to assign.
k. “Transfer” by franchisee – defined	Section 16.1	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest or change of ownership in the Franchise Agreement, the Franchise or interest in the Franchise.
l. Franchisor approval of transfer by franchisee	Section 16.1	We have the right to approve all transfers, We will not unreasonably withhold approval of any transfer.
m. Conditions for franchisor approval of transfer	Section 16.3	If you are in good standing and meet other requirements listed in Section 16.3, we may approve your transfer to a new owner.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 16.2	We have 30 days to match any offer for your business.
o. Franchisor’s option to purchase franchisee’s business	Section 26	We may, but are not required to, purchase your Franchise, inventory or equipment at fair market value if your Franchise is terminated.
p. Death or disability of franchisee	Section 16.5	The Franchise Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term of the franchise	Section 18.2	Subject to applicable law, you may not participate in a diverting business, have owning interest of more than 5%, inducing any customer to transfer their business to you or perform services for a competitive business anywhere. You may not interfere with our or our other franchisees' Gameday Franchises.
r. Non-competition covenants after the franchise are terminated or expires	Section 18.3	Subject to applicable law, owners may not have an interest in, own, manage, operate, finance, control or participate in any competitive business within (i) a 10-mile radius of the Clinic; and (ii) a 10-mile radius from all other Clinics that are operating or under construction as of the date of the termination, expiration or Transfer of this Franchise Agreement for one year. If you or your Responsible Owner engages in any activities prohibited by the Franchise Agreement during the restricted period, then the restricted period applicable to you or the non-compliant Responsible Owner shall be extended by the period of time during which you or the non-compliant Responsible Owner, as applicable, engaged in the prohibited activities.
s. Modification of agreement	Sections 9.1 and 29.9	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Franchise Operations Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 29.9	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 this Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 27	Except for certain claims, all disputes must be mediated and arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Carlsbad, California), subject to applicable state law.
v. Choice of forum	Section 27.4	All disputes must be mediated, litigated, and if applicable, arbitrated in the principal city closest to our principal place of business (currently Carlsbad, California), subject to applicable state law.
w. Choice of law	Section 29.1	The laws of the state where the Franchisee's Clinic is located applies, subject to applicable state law.

THE AREA DEVELOPER RELATIONSHIP

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

Provision	Section in Area Development Agreement	Summary
a. Length of the franchise term	2	Expiration or termination of the Area Development Agreement or completion of the obligations in the Development Schedule, provided however that if you remain in full compliance with the Development Schedule, the Development Territory and associated territorial protections will not expire any earlier than the initial term of the first franchise agreement entered into under the Area Development Agreement.
b. Renewal or extension	Not applicable	Not applicable.
c. Requirements for area developer to renew or extend	Not applicable	Not applicable.
d. Termination by area developer	Not applicable	You may terminate under any grounds permitted by law.
e. Termination by franchisor without cause	Not applicable	We may also terminate if our counsel advises our business model or fee structure is unlawful in your state and either you and we fail to agree on changes to business model or fee structure to make it lawful or the required changes would result in fundamental changes to Franchise Agreement. This would be deemed a “no fault” termination and we would not impose liquidated damages.
f. Termination by franchisor with cause	Sections 5.4, 8.1 and 8.2	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement or any other agreement with us, or if you fail to comply with the Development Schedule on two or more occasions.
g. “Cause” defined – curable defaults	Not applicable	Not applicable.
h. “Cause” defined – non-curable defaults	Sections 5.4, 8.1 and 8.2	If you default under the Area Development Agreement or any individual Franchise Agreement, or any other agreement with us, or if you fail to comply with the Development Schedule.
i. Area Developer’s obligations on termination/non-renewal	Section 8.4	Obligations include the payment of all amounts due. You remain bound by all Franchise Agreements.

Provision	Section in Area Development Agreement	Summary
j. Assignment of contract by franchisor	Section 9.1	No restrictions on our right to assign the Area Development Agreement.
k. “Transfer” by area developer – definition	Not applicable	Not applicable.
l. Franchisor approval of transfer by area developer	Section 9.3	You may not assign the Area Development Agreement or any rights to the Development Territory.
m. Conditions for franchisor approval of transfer	Not applicable	Not applicable.
n. Franchisor’s right of first refusal to acquire area developer’s business	Not applicable	Not applicable.
o. Franchisor’s option to purchase area developer’s business	Not applicable	Not applicable.
p. Death or disability of area developer	Section 9.2	The Area Development Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Area Development Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable.
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	Not applicable.
s. Modification of agreement	Section 11	No modifications of the Area Development Agreement unless agreed to in writing.
t. Integration/merger clause	Section 11	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of this Franchise Disclosure Document and the Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Carlsbad, California), subject to applicable state law.

Provision	Section in Area Development Agreement	Summary
v. Choice of forum	Section 17	All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Carlsbad, California), subject to applicable state law.
w. Choice of law	Section 15	The laws of the state where the Area Development Franchise is located apply, subject to applicable state law.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

Ream Franchise Group, LLC does 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 Dr. Evan Miller, 2035 Corte Del Nogal, Suite 160, Carlsbad, California 92011, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
for the Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2023	1	15	+14
	2024	15	257	+242
	2025	257	380	+124



Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-Owned*	2023	3	4	+1
	2024	4	5	+1
	2025	5	8	+3
Total Outlets	2023	4	19	+15
	2024	19	262	+243
	2025	262	388	+127

* This includes the four Clinics managed by Gameday Parent, and the four Clinics managed by Beachside Health.

Table No. 2
Transfer of Outlets From Franchisees to New Owners (Other than the Franchisor)
for the Years 2023 to 2025

State	Year	Number of Transfers
Arizona	2023	0
	2024	0
	2025	1
California	2023	0
	2024	0
	2025	1
Colorado	2023	0
	2024	0
	2025	1
Florida	2023	0
	2024	0
	2025	1
Georgia	2023	0
	2024	0
	2025	1
Maryland	2023	0
	2024	0
	2025	1
Missouri	2023	0
	2024	0
	2025	1
Nevada	2023	0
	2024	0
	2025	2

State	Year	Number of Transfers
North Carolina	2023	0
	2024	0
	2025	1
Pennsylvania	2023	0
	2024	0
	2025	1
South Carolina	2023	0
	2024	0
	2025	1
Texas	2023	0
	2024	0
	2025	3
Virginia	2023	0
	2024	0
	2025	1
Wisconsin	2023	0
	2024	0
	2025	3
Totals	2023	0
	2024	0
	2025	19

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

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2023	0	1	0	0	0	0	1
	2024	1	4	0	0	0	0	5
	2025	5	4	0	0	0	0	9
Alaska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Arizona	2023	0	1	0	0	0	0	1
	2024	1	11	0	0	0	0	12
	2025	12	1	0	0	0	0	13
Arkansas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
California	2023	1	7	0	0	0	0	8
	2024	8	36	0	0	1	0	43
	2025	43	22	0	0	1	1	63
Colorado	2023	0	0	0	0	0	0	0
	2024	0	9	0	0	0	0	9
	2025	9	1	0	0	0	0	10
Connecticut	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	3	0	0	0	0	8
Delaware	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Florida	2023	0	1	0	0	0	0	1
	2024	1	21	0	0	0	0	22
	2025	22	6	0	0	2	0	26
Georgia	2023	0	0	0	0	0	0	0
	2024	0	9	0	0	0	0	9
	2025	9	5	0	0	0	1	13
Idaho	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	2	0	0	0	0	4
Illinois	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	5	0	0	0	0	10
Indiana	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	5	0	0	0	0	8

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Iowa	2023	0	1	0	0	0	0	1
	2024	1	3	0	0	0	0	4
	2025	4	0	0	0	0	1	3
Kansas	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Kentucky	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Louisiana	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Maine	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Maryland	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	2	1	0	0	0	6
Massachusetts	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	2	0	0	0	0	7
Michigan	2023	0	0	0	0	0	0	0
	2024	0	7	0	0	0	0	7
	2025	7	3	0	0	0	1	9
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	2	0	0	0	0	3
Mississippi	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	0	1	0	0	0	0	1
	2024	1	4	0	0	0	0	5
	2025	5	2	0	0	1 ⁽¹⁾	0	6

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Montana	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	2	0	0	0	0	4
Nebraska	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Nevada	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	0	0	0	0	0	3
New Hampshire	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
New Jersey	2023	0	0	0	0	0	0	0
	2024	0	9	0	0	0	0	9
	2025	9	4	0	0	0	0	13
New Mexico	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
New York	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	6	0	0	0	1	8
North Carolina	2023	0	0	0	0	0	0	0
	2024	0	12	0	0	0	0	12
	2025	12	3	0	0	0	1	14
Ohio	2023	0	0	0	0	0	0	0
	2024	0	8	0	0	0	0	8
	2025	8	4	0	0	0	0	12
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	2	0	0	0	0	3
Oregon	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Pennsylvania	2023	0	0	0	0	0	0	0
	2024	0	9	0	0	0	0	9
	2025	9	5	0	0	0	0	14
Rhode Island	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
South Carolina	2023	0	0	0	0	0	0	0
	2024	0	7	0	0	0	0	7
	2025	7	2	0	0	0	0	9
South Dakota	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	1	0	0	0	0	6
Texas	2023	0	2	0	0	0	0	2
	2024	2	22	0	0	0	0	24
	2025	24	16	0	0	0	1	39
Utah	2023	0	0	0	0	0	0	0
	2024	0	6	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Virginia	2023	0	0	0	0	0	0	0
	2024	0	8	0	0	0	0	8
	2025	8	5	0	0	0	0	13
West Virginia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Wisconsin	2023	0	0	0	0	0	0	0
	2024	0	6	0	0	0	0	6
	2025	6	3	0	0	0	0	9
Total	2023	1	14	0	0	0	0	15
	2024	15	243	0	0	1	0	257
	2025	257	135	1	0	4	7	380

⁽¹⁾ Note: The Missouri outlet shown as Reacquired by Franchisor in 2025 reflects the O'Fallon, MO location, originally reacquired by the Franchisor in 2024. The reacquisition activity is reflected in the 2025 column for consistency with prior year disclosures.



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

State*	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2023	3	1	0	0	0	4
	2024	4	0	1	0	0	5
	2025	5	0	1	0	0	6
Florida	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	2	0	0	2
Missouri	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	1	0	1	0
Total Outlets	2023	3	1	0	0	0	4
	2024	4	0	1	0	0	5
	2025	5	0	4	0	1	8

*This includes the four Clinics managed by Gameday Parent, and the four Clinics managed by Beachside Health.

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	1	1	0
Alaska	1	1	0
Arizona	8	10	0
Arkansas	1	1	0
California	29	28	0
Colorado	9	9	0
Connecticut	4	5	0
Delaware	2	3	0
Florida	19	19	0
Georgia	9	5	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Hawaii	1	1	0
Idaho	2	2	0
Illinois	8	7	0
Indiana	4	7	0
Iowa	1	0	0
Kansas	4	4	0
Kentucky	2	1	0
Louisiana	2	2	0
Maine	1	1	0
Maryland	4	3	0
Massachusetts	6	5	0
Michigan	6	5	0
Minnesota	4	3	0
Mississippi	2	2	0
Missouri	2	2	0
Nebraska	1	1	0
Nevada	2	1	0
New Hampshire	2	2	0
New Jersey	7	7	0
New Mexico	1	1	0
New York	7	9	0
North Carolina	11	12	0
Ohio	10	9	0
Oklahoma	2	1	0
Oregon	2	4	0
Pennsylvania	8	9	0
Rhode Island	1	1	0
South Carolina	5	4	0
Tennessee	2	5	0
Texas	28	31	0
Utah	5	4	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Virginia	3	8	0
Washington	1	1	0
West Virginia	2	1	0
Wisconsin	6	5	0
Total	238	243	0

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit E. The name and last known address and telephone number of every current franchisee and every franchisee who has had a Gameday Franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period December 31, 2025, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit E. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Gameday Franchise System. During the last three years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Gameday Franchise System. You may wish to speak with current and former franchisees but know that not all such franchisees can communicate with you. If you buy a Gameday Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

ITEM 21 FINANCIAL STATEMENTS

Exhibit B contains the financial statements required to be included with this Franchise Disclosure Document: unaudited financial statements as of March 31, 2026, and our audited financial statements as of December 31, 2025, December 31, 2024, and December 31, 2023. Our fiscal year end is December 31.

ITEM 22 CONTRACTS

Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit G	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the Gameday Franchise
Exhibit I	Franchise Disclosure Questionnaire



ITEM 23 RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit K are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

**STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

CALIFORNIA**State Administrator and Agent for Service of Process:**

Commissioner
Department of Financial
Protection and Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of
the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent for Service of Process:
Commissioner of Securities of the
State of Hawaii

Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

MARYLAND CONTINUED

Agent for Service of Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

Agent for Service of Process:
Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA

Administrator:
North Dakota Insurance & Securities
Department
600 East Boulevard Avenue, Dept 401
Bismarck, ND 58505
(701) 328-2910

Agent for Service of Process:
Insurance Commissioner
600 East Boulevard Avenue, Dept 401
Bismarck, ND 58505
(701) 328-2910

RHODE ISLAND

Department of Business Regulation
1511 Pontiac Avenue, Bldg. 68-2
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA

State Corporation Commission
Division of Securities and
Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Agent for Service of Process:
Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

WASHINGTON

State Administrator:
Washington Department of Financial
Institutions
Securities Division
P.O. Box 41200
Olympia, WA 98504-1200
(360) 902-8760

Agent for Service for Process:

Director of Department of Financial
Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

Rev. 011526



EXHIBIT B
FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Ream Franchise Group, LLC

Balance Sheet
As of Mar 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
1010001 C3 Operating Account	250,000
101000 Operating and Royalties - 1257	1,372,955
10100-10 Cash & Cash Equivalent	-50,767
101010 Ad Fund - 2158	398,527
10101-10 Restricted Brand Fund	50,767
101020 Digital Marketing #5386	1,919,335
102010 Bill.com Money In Clearing	13,688
102020 Bill.com Money Out Clearing	78,262
102025 NSF/Refund - Recur 360 Clearing Account	891
Total for Bank Accounts	\$4,033,658
Accounts Receivable	
12100 Accounts Receivable (A/R)	801,524
12300 Other Receivables	8,027
Total for Accounts Receivable	\$809,551
Other Current Assets	\$6,927,941
Total for Current Assets	\$11,771,149
Fixed Assets	\$4,048
Other Assets	\$26,405,187
Total for Assets	\$38,180,384
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable (A/P)	727,669
Other Payables	0
Total for Accounts Payable	\$727,669
Credit Cards	
21100 American Express #51009	484,180

Ream Franchise Group, LLC

Balance Sheet
As of Mar 31, 2026

	Total
Total for Credit Cards	\$484,180
Other Current Liabilities	
23100 Accrued Expenses	300,000
23200 Brand Fund Payables	474,598
23300 Payroll Liabilities	2,166
23310 Accrued Payroll	0
23350 Deferred Compensation Liability	13,588
24199 Current Portion of Deferred Revenue	\$1,626,214
25100-1 Less Current portion of deferred revenue	-967,387
Total for 24199 Current Portion of Deferred Revenue	\$658,826
26100 ROU Liability - Operating, Current Portion	83,691
N/P Healthy Aging Centers	0
Total for Other Current Liabilities	\$1,532,870
Total for Current Liabilities	\$2,744,720
Long-term Liabilities	\$33,329,097
Total for Liabilities	\$36,073,817
Equity	\$2,106,567
Total for Liabilities and Equity	\$38,180,384

Ream Franchise Group, LLC

Profit and Loss
January-March, 2026

	Total
Income	
41000 Franchise Fees	49,000
42000 Royalty Fees	2,775,402
43000-1 Brand Fund Fees	931,688
44000 Digital Marketing Fees	1,402,820
49115 Rebates	69,330
49135 Tech Fees	304,562
49140 Training Fees	5,000
49145 Transfer Fee	10,000
49150 Compliance Penalty Fees	6,500
Convenience Fee Service Income	1,400
Total for Income	\$5,555,702
Gross Profit	\$5,555,702
Expenses	
43000 Brand Fund Expense	\$1,769,130
62100 Advertising & marketing	-22,661
62150 Branding Expense	10,927
62400 Digital Marketing Expenses	900
63600 Contract labor	135,000
63700 HR Expense	3,989
63710 Misc. Expense	10,680
63720 Payment Processing Fees	1,045
63730 Event - Fees	3,000
63750 Supplement Store	32
63760 Surety Bond Expense	98,041
63900 Auto Expense	5,347
65000 Professional Fees	\$2,677
66005 Bank fees & service charges	252
66015 Computer & Software Expense	\$384,760
66020 Dues & subscriptions	51
66100 Insurance	\$35,216
66120 Taxes paid	28,721
66125 State Tax Expense	133,837
66205 Meals	14,053
66210 Office Expenses	8,478
66215 Rent	\$85,166

Ream Franchise Group, LLC

Profit and Loss
January-March, 2026

	Total
66230 Training	6,000
66235 Travel	76,048
66240 Utilities	4,758
66300 Cell Phone Reimb. Expense	5,080
66310 Entertainment	311
Employee Benefit	\$45,603
Legal & accounting services	\$253,950
Merchant Fees	5,553
Payroll Expenses	\$651,830
Postage	2,247
Settlement Expense	-80,000
Uniform / Clothing	469
VIP Treatment Reimbursement	3,414
Total for Expenses	\$3,683,903
Net Operating Income	\$1,871,800
Other Income	\$1,000
Other Expenses	\$286,893
Net Other Income	-\$285,893
Net Income	\$1,585,906

Ream Franchise Group, LLC

Financial Statements

As of December 31, 2025 and 2024

and for the years ended December 31, 2025, 2024 and 2023

Ream Franchise Group, LLC

Financial Statements

As of December 31, 2025 and 2024
and for the years ended December 31, 2025, 2024 and 2023

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Dallas Office
2425 N Central Expy.
Suite 200
Richardson, TX 75080
Phone 972 238 5900
Fax 972 692 5357

www.agllp-cpa.com

Independent Auditor's Report

To the Members
Ream Franchise Group, LLC
Carlsbad, California

Report on the Financial Statements

Opinion

We have audited the financial statements of Ream Franchise Group, LLC (the "Company"), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations, changes in members' equity (deficit), and cash flows for the years ended December 31, 2025, 2024 and 2023, and related notes to the financial statements.

In our opinion, the accompanying financial statements presents fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024 and the results of its operations, changes in members' equity (deficit) and cash flows for the years ended December 31, 2025, 2024 and 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these 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 to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used, and the reasonableness of, significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

A+G LLP

Dallas, Texas
May 20, 2026

Balance Sheets

As of December 31,

2025

2024

Assets

Current assets:

Cash and cash equivalents	\$ 5,542,900	\$ 4,893,151
Restricted cash	293,843	210,572
Accounts receivable, net	346,073	361,259
Unbilled revenue	1,771,285	565,304
Prepaid expenses	592,084	49,268
Due from member	-	11,019
Due from affiliates	-	1,738,290
Other receivables	139,021	340,271
Deferred costs	1,286,887	1,223,533
Total current assets	9,972,093	9,392,667

Accounts receivable, net	473,255	202,000
Notes receivable - members	1,511,019	-
Notes receivable - affiliates	2,793,633	-
Property and equipment, net	4,048	5,476
Operating lease right-of-use asset	176,790	249,594
Deferred costs, net	26,177,750	28,955,293
Other assets	50,647	7,942

Total assets	\$ 41,159,235	\$ 38,812,972
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Liabilities and Members' Equity

Current liabilities:

Accounts payable and accrued expenses	\$ 1,331,635	\$ 427,835
Brand development fund payable	474,598	235,954
Deferred revenue	1,626,214	1,353,854
Current portion of operating lease liability	83,691	70,244
Total current liabilities	3,516,138	2,087,887

Deferred revenue, net	32,247,682	35,759,545
Operating lease liability, net	114,027	197,718
Total liabilities	35,877,847	38,045,150

Members' equity	5,281,388	767,822
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Total liabilities and members' equity	\$ 41,159,235	\$ 38,812,972
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Statements of Operations

For the years ended December 31,

	2025	2024	2023
Revenues:			
Franchise fee revenue	\$ 3,804,905	\$ 2,566,523	\$ 255,893
Royalty revenue	10,883,445	1,712,149	193,360
Brand development fund revenue	3,686,434	669,937	65,788
Digital marketing fee revenue	5,348,430	4,195,238	260,273
Rebate revenue	703,700	1,461,699	3,250
Other fee revenue	1,202,527	874,781	38,000
Other revenue	300,352	121,539	24,526
Total revenues	25,929,793	11,601,866	841,090
General and administrative expenses:			
Depreciation	1,428	1,374	293
Advertising and marketing	1,309,488	266,116	147,056
Brand development fund expense	3,686,434	669,937	65,788
Digital marketing expense	1,998,255	1,656,852	183,073
Commissions	2,853,189	1,030,504	132,990
Franchise development costs	8,258	348,390	574,864
Personnel cost	3,062,284	3,154,653	776,396
Professional fees	609,428	510,968	274,808
Operating lease costs	82,940	82,940	20,735
Other general and administrative expenses	3,405,476	1,475,871	212,978
Total general and administrative expenses	17,017,180	9,197,605	2,388,981
Income (loss) from operations	8,912,613	2,404,261	(1,547,891)
Other expenses			
Interest expense	(23,582)	(13,503)	(2,838)
Other expense	(325,000)	-	-
Total other expenses	(348,582)	(13,503)	(2,838)
Net income (loss)	\$ 8,564,031	\$ 2,390,758	\$ (1,550,729)

Statements of Changes in Members' Equity (Deficit)

For the years ended December 31,	2025	2024	2023
Balance at beginning of year	\$ 767,822	\$ (1,787,436)	\$ 13,293
Net income (loss)	8,564,031	2,390,758	(1,550,729)
Contributions from members	150,000	1,300,000	-
Distributions to members	(4,200,465)	(1,135,500)	(250,000)
Balance at end of year	\$ 5,281,388	\$ 767,822	\$ (1,787,436)

Statements of Cash Flows

For the years ended December 31,

2025
2024
2023
Operating Activities

Net income (loss)	\$ 8,564,031	\$ 2,390,758	\$ (1,550,729)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation	1,428	1,374	293
Provision for credit losses	777,940	98,500	-
Non-cash operating lease costs	2,560	4,689	13,679
Changes in operating assets and liabilities:			
Restricted cash	(83,271)	(154,810)	(55,762)
Accounts receivable	(294,427)	20,435	(680,931)
Unbilled revenue	(1,205,981)	(565,304)	-
Prepaid expense	(542,816)	15,735	(59,838)
Other receivables	201,250	(340,271)	-
Deferred cost	2,714,189	(11,533,796)	(18,645,030)
Other asset	(42,705)	-	(7,942)
Accounts payable and accrued expenses	903,800	(35,093)	462,928
Brand development fund payable	238,644	170,166	65,788
Deferred revenue	(3,239,503)	12,688,877	24,310,607
Net cash provided by operating activities	7,995,139	2,761,260	3,853,063

Investing Activities

Purchase of property and equipment	-	1,656	(8,799)
Net cash provided (used) by investing activities	-	1,656	(8,799)

Financing Activities

Net advances to members	(1,500,000)	(11,019)	-
Net advances to affiliates	(1,794,925)	(1,738,290)	-
Contributions from members	150,000	1,300,000	-
Distributions to members	(4,200,465)	(1,135,500)	(250,000)
Net cash used by financing activities	(7,345,390)	(1,584,809)	(250,000)

Net increase in cash and cash equivalents 649,749 1,178,107 3,594,264

Cash and cash equivalents, beginning of year 4,893,151 3,715,044 120,780

Cash and cash equivalents, end of year \$ 5,542,900 \$ 4,893,151 \$ 3,715,044

Supplemental Disclosure of Cash Flow Information

Interest paid	\$ 23,582	\$ 13,503	\$ 2,838
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NOTES TO FINANCIAL STATEMENTS

1. Organization and Operations**Description of Business**

Ream Franchise Group, LLC, a California limited liability company, was formed on October 26, 2021 ("Inception") and is located in Carlsbad, California. References in these financial statement footnotes to "Company", "we", and "us" and "our" refer to the business of Ream Franchise Group, LLC.

The Company is a limited liability company, and therefore, the members are not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the member has signed a specific guarantee.

The Company grants franchises for the establishment and operation of clinics under the "Gameday Men's Health." that offer healthcare services and other products for men, including hormone replacement therapy, erectile-dysfunction and hair-replacement therapies, physicals, prescriptions, and similar non-critical healthcare services, goods, and medications ("Clinic"). ZCB Works, LLC, an affiliate of the company, licensed the trademarks relating to the franchise system to the Company under a license agreement (the "License") which initial term expires in December 2041 and may be automatically renewed for two additional ten year terms. The License grants the Company the right to use these trademarks for licensing them to franchisees of the Company in the United States.

The table below reflects the status and changes in franchised outlets and affiliate-owned outlets for the years ended December 31, 2025, 2024 and 2023.

Franchised Outlets

<u>Year</u>	<u>Start of Year</u>	<u>Opened</u>	Closed or Ceased Operations – <u>Other reasons</u>	<u>End of Year</u>
2023	1	14	0	15
2024	15	243	1	257
2025	257	135	12	380

Affiliate-owned Outlets

<u>Year</u>	<u>Start of Year</u>	<u>Opened</u>	Closed or Ceased Operations – <u>Other reasons</u>	<u>End of Year</u>
2023	3	1	0	4
2024	4	1	0	5
2025	5	4	1	8

Going Concern

Management has evaluated our ability to continue as a going concern as of December 31, 2025. Due to the positive income and cash flows from operations for the year ended December 31, 2025, we have concluded that there is not significant doubt about our ability to continue as a going concern.

2. Significant Accounting Policies**Basis of Accounting**

The Company uses the accrual basis of accounting in accordance with accounting principles generally accepted in the United States ("U.S. GAAP"). Under this method, revenue is recognized when earned and expenses are recognized as incurred.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)

Use of Estimates

The preparation of the financial statements and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Estimates are used for the following, among others: revenue recognition, allowance for credit losses and useful lives for depreciation of long-lived assets. Actual results could differ from those estimates.

Comparative Financial Statements

Certain prior period amounts have been reclassified to conform to current year presentation.

Fair Value Measurements

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist primarily of cash and cash equivalents, restricted cash, accounts receivable, and accounts payable and accrued expenses. The carrying values of cash and cash equivalents, restricted cash, accounts receivable and accounts payable and accrued expenses are considered to be representative of their respective fair values due to the short-term nature of these instruments.

Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets and liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data

Non-recurring fair value measurements include the assessment of property and equipment for impairment. As there is no corroborating market activity to support the assumptions used, the Company has designated these estimates as Level 3.

Cash and Cash Equivalents

For purposes of reporting cash flows, all highly liquid investments with a maturity of three months or less are considered cash equivalents.

Restricted Cash

Restricted cash consists of funds related to the brand development fund. Funds collected by the Company for the brand development fund are maintained in a separate restricted cash account to cover the expenditures required to be made under the Brand Development program and are not available to be used for the normal recurring operations of the Company.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)**Accounts Receivable**

Accounts receivable consists of initial franchise fees, royalty revenue, brand development fund revenue, digital marketing fee revenue, other fee revenue and other revenue due from franchisees and are stated at the amount the Company expects to collect. The Company maintains allowances for credit losses for estimated losses resulting from the inability of its customers to make required payments. Management considers the following factors when determining the collectability of specific customer accounts: customer credit worthiness, past transaction history with the customer, current economic industry trends, and changes in customer payment terms. Past due balance over 90 days and other higher risk amounts are reviewed individually for collectability. If the financial condition of the Company's customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to an allowance. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for credit losses.

Deferred costs

The Company capitalizes incremental contract costs associated with obtaining franchise contracts and area development rider agreements ("ADRA") which include broker fees, sales commissions and general fees that would not have been incurred had the franchise sale not occurred. In the case of incremental contract costs related to ADRA's for which no signed franchise agreement has been received, such costs are deferred until the signed franchise agreement is received. These balances are reported as deferred costs on the balance sheets and are amortized over the term of the related franchise agreements. Amortization is included as commissions in the statements of operations.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the following estimated useful lives of the respective asset:

	<u>Estimated Useful Life</u>
Office furniture	5 Years

Maintenance and repair costs are expensed in the period incurred. Expenditures for purchases and improvements that extend the useful lives of property and equipment are capitalized.

Impairment of Long-Lived Assets

The Company assesses potential impairment of its long-lived assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors that the Company considers important which could trigger an impairment review include, but are not limited to, significant under-performance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the strategy for the Company's overall business, and significant industry or economic trends. When the Company determines that the carrying value of the long-lived assets may not be recoverable based upon the existence of one or more of the above indicators, the Company determines the recoverability by comparing the carrying amount of the asset to net future undiscounted cash flows that the asset is expected to generate. If the carrying value is not recoverable, an impairment is recognized in the amount by which the carrying amount exceeds the fair value of the asset. During the years ended December 31, 2025, 2024 and 2023, no impairment charges were recognized related to long-lived assets.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)**Notes Receivable**

Notes receivable consists of amounts advanced by the Company to its members and affiliates, less an allowance for credit losses for estimated losses resulting from members and affiliates' failure to make note payments in accordance with the terms of their respective loan agreements. The allowance for credit losses is determined primarily on the basis of management's best estimate of probable losses, including specific allowances for known trouble accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for credit losses. Interest on the notes receivable is recognized over the term of the notes and is calculated using the simple-interest method on principal amount outstanding.

Revenue Recognition**Franchise fee revenue**

The Company recognizes revenue in accordance with FASB ASC 606-10-25, *Revenue from Contracts with Customers*. In January 2021, the FASB issued ASU 2021-02, "Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient." ASU 2021-02 provides a practical expedient that simplifies the application of ASC 606 about identifying performance obligations and permits franchisors that are not public entities to account for pre-opening services listed within the guidance as distinct from the franchise license. The Company has adopted ASU 2021-02 and implemented the guidance on its revenue recognition policy.

The Company enters into area development agreements with certain franchisees. The development agreements generally provide the franchisee with the right to open a specified number of new Clinics over a specified period of time. A franchise agreement is required for each Clinic specified in the development agreement. The development agreements typically require the franchisee to pay an initial non-refundable fee upon execution of the agreement. The development fee is then applied proportionately to each franchise agreement.

The Company also sells individual franchises. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee prior to opening the respective location(s), continuing royalty and other fees on a monthly basis based upon a percentage of franchisees gross sales. A franchise agreement establishes a Clinic developed in one defined geographic area and provides for a 10-year initial term with the option to renew for two additional 5-year term. Subject to the Company's approval, a franchisee may generally renew the franchise agreement upon its expiration. If approved, a franchisee may transfer a franchise to a new or existing franchisee. The new franchisee will then sign a new franchise agreement and is required to pay a transfer fee.

Under the terms of our franchise agreements, the Company typically promises to provide franchise rights, pre-opening services such as training, and ongoing services. The Company considers certain pre-opening activities and the franchise rights and related ongoing services to represent two separate performance obligations. The franchise fee revenue has been allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of performance obligations related to certain pre-opening activities deemed to be distinct based on cost plus an applicable margin, and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to preopening activities is recognized when (or as) these services are performed, no later than opening date. Revenue allocated to franchise rights and ongoing services is recognized on a straight-line basis over the contractual term of the franchise agreement as this ensures that revenue recognition aligns with the customer's access to the franchise right. Renewal fees are recognized over the renewal term of the respective franchise from the start of the renewal period. Transfer fees are recognized over the contractual term of the transfer agreement.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)**Revenue Recognition (continued)****Royalty revenue**

Royalty revenue from Clinics is waived for the first two months of operation and then charged at greater of six percent of Clinic's gross revenue or the minimum royalty as set forth in the franchisees' respective franchise agreement. Royalty revenue is recognized as earned each period as the underlying Clinics' sales occur.

Brand development fund revenue

The Company maintains a brand development fund to promote general brand recognition of the franchise system Marks, services and increase patronage of the Clinics. Funds are collected from franchisees based on an agreed-upon percentage of franchisee's monthly gross revenue and used to pay costs of, or associated with, conducting market research, preparing advertising, promotion, and marketing materials, and costs to administer the brand fund. Although brand development fund revenue is not a separate performance obligation distinct from the underlying franchise right, the Company acts as the principal as it is primarily responsible for the fulfillment and control of the marketing services. As a result, the Company records brand development fund contributions in revenue and related brand development fund expenditures in expenses in the statements of operations. When brand development fund revenue exceeds the related brand development fund expenses in a reporting period, brand development fund expenses are accrued up to the amount of the brand development fund revenue recognized. Brand development fund revenue is contributed based on two percent of Clinics' gross revenue and is recognized as earned.

Digital marketing fee revenue

The Clinics are required to pay a monthly fee to provide or procure digital marketing services for the clinics beginning three months before the scheduled opening date. Digital marketing fee revenue is currently charged at \$1,750 to \$2,500 monthly and is subject to increase up to 20% in each calendar year and is recognized as earned.

Rebate revenue

The Company receives supplier rebates based on purchases from preferred vendors by its franchisees and records income when such rebates are earned and collection is probable.

Other fee revenue

Other revenue consists of training fees and tech fees. These fees are recognized as earned.

Other revenue

Other revenue consists of referral fees, conference fees and other revenue. This revenue is recognized as earned.

Advertising and marketing

All costs associated with advertising and marketing are expensed in the period incurred.

Deferred Compensation

Awards of phantom units are accounted for as a liability under The Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 718, Compensation – Stock Compensation. ASC 718 requires changes in the fair value of our liability to be recognized as compensation cost over the requisite service period for the percentage of requisite service rendered each period. Changes in the fair value of the liability that occur after the requisite service period are recognized as compensation cost during the period in which the changes occur. We remeasure the liability for the outstanding awards at the end of each reporting period as provided by the Phantom Plan and the compensation cost is based on the change in fair value for each reporting period.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)**Leases**

The company accounts for leases under ASC 842. Lease arrangements are determined at the inception of the contract. At the lease commencement date, each lease is evaluated to determine whether it will be classified as an operating or finance lease. For leases with a lease term of 12 months or less (a "Short-term" lease), any fixed lease payments are recognized on a straight-line basis over such term, and are not recognized on the balance sheet. Operating leases with the terms greater than 12 months are included in operating lease right-of-use ("ROU") asset, operating lease liability and long-term operating lease liability on the balance sheet. Operating lease ROU assets and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. Lease terms include the noncancelable portion of the underlying lease with any reasonably certain lease periods associated with available renewal periods, termination options and purchase options. The Company uses the risk-free rate when the rate implicit in the lease is not readily determinable at the commencement date in determining the present value of lease payments. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

Income Taxes

The Company is taxed as a partnership for federal income tax purposes. Consequently, federal income taxes are not provided for or payable by the Company. The Company's net income or loss is allocated to the members who are taxed individually on their share of the Company's earnings. The Company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

The Company files income tax returns in the U.S. federal jurisdiction and the state jurisdictions in which it operates. The Company is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress. The Company believes it is no longer subject to income tax examinations for years prior to 2022.

In accordance with FASB ASC 740-10, Income Taxes, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2025 and 2024.

Recent Accounting Pronouncements

In July 2025, the FASB issued ASU No. 2025-05, "Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets." This accounting standard amends ASC 326-20 to provide a practical expedient (for all entities) and an accounting policy election that (available to all entities other than public business entities) related to the estimation of expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under ASC 606. ASU No. 2025-05 will be effective for fiscal years, and interim periods within those years, beginning after December 15, 2025. Early adoption is permitted, with prospective application. The Company is currently evaluating the impact of adopting ASU No. 2025-05 on its financial statements.

We reviewed other significant newly-issued accounting pronouncements and concluded that they either are not applicable to our operations or that no material effect is expected on our financial statements as a result of future adoption.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)**Subsequent Events**

In accordance with FASB ASC 855, Subsequent Events, the Company has evaluated subsequent event through May 20, 2026, the date on which these financial statements were available to be issued. Except as disclosed in Note 7, there were no material subsequent events that required recognition or additional disclosure in these financial statements.

3. Certain Significant Risks and Uncertainties

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk on cash or cash equivalents. The Company maintains its deposits in two financial institutions.

4. Revenue and Related Contract Balances**Disaggregation of Revenue**

The following table disaggregates revenue by source for the years ended December 31:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Point in time:			
Franchise fee revenue	\$ 2,247,707	\$ 1,422,701	\$ 73,400
Royalty revenue	10,883,445	1,712,149	193,360
Brand development fund revenue	3,686,434	669,937	65,788
Digital marketing fee revenue	5,348,430	4,195,238	260,273
Rebate revenue	703,700	1,461,699	3,250
Other fee revenue	1,202,527	874,781	38,000
Other revenue	300,352	121,539	24,526
Total point in time	\$ 24,372,595	\$ 10,458,044	\$ 658,597
Over time:			
Franchise fee revenue	1,557,198	1,143,822	182,493
Total revenues	<u>\$ 25,929,793</u>	<u>\$ 11,601,866</u>	<u>\$ 841,090</u>

Contract Assets

Contract assets consist of unbilled revenue. Unbilled revenue consists of initial franchise fees, royalty revenue and brand development fund revenue for which a billing has not yet occurred.

Contract Costs

Contract costs consist of deferred costs resulting from broker fees and commissions incurred when the franchise rights are sold to franchisees. The Company classifies these contract assets as deferred costs on the balance sheets. The following table reflects the change in contract assets for the years ended December 31:

	<u>2025</u>	<u>2024</u>
Deferred costs – beginning of year	\$ 30,178,826	\$ 18,645,030
Expense recognized during the year	(2,853,189)	(1,030,504)
New deferrals	139,000	12,564,300
Deferred costs – end of year	<u>\$ 27,464,637</u>	<u>\$ 30,178,826</u>

NOTES TO FINANCIAL STATEMENTS

4. Revenue and Related Contract Balances (continued)

Contract Costs (continued)

The following table illustrates estimated expenses expected to be recognized over the remaining term of the associated franchise agreements as of December 31, 2025:

2026	\$ 1,286,887
2027	1,286,887
2028	1,274,207
2029	1,274,207
2030	1,274,207
Thereafter	21,068,242
Total	<u>\$ 27,464,637</u>

Contract Liabilities

Contract liabilities consist of deferred revenue resulting from initial franchise fees, renewal fees and transfer fees paid by franchisees. The Company classifies these contract liabilities as deferred revenue on the balance sheets. The following table reflects the change in contract liabilities for the years ended December 31:

	2025	2024
Deferred revenue – beginning of year	\$ 37,113,399	\$ 24,424,522
Revenue recognized during the year	(3,804,905)	(2,566,523)
New deferrals	565,402	15,255,400
Deferred revenue – end of year	<u>\$ 33,873,896</u>	<u>\$ 37,113,399</u>

The following table illustrates estimated revenues expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 31, 2025:

2026	\$ 1,626,214
2027	1,626,214
2028	1,626,214
2029	1,626,214
2030	1,626,214
Thereafter	25,742,826
Total	<u>\$ 33,873,896</u>

5. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2025	2024
Accounts receivable – short-term	\$ 383,491	\$ 361,259
Accounts receivable – long-term	547,695	275,500
Less: allowance for credit losses	(111,858)	(73,500)
Accounts receivable, net	<u>\$ 819,328</u>	<u>\$ 563,259</u>

NOTES TO FINANCIAL STATEMENTS

5. Accounts Receivable (continued)

For the years ended December 31, 2025, 2024 and 2023, credit loss expense was \$38,358, \$98,500 and \$0, respectively.

The allowance for credit losses activity was as follows:

	2025	2024
Balance, beginning of year	\$ 73,500	\$ 491
Provision for credit losses	38,358	98,500
Write-offs, net of recoveries	-	(25,491)
Balance, end of year	<u>\$ 111,858</u>	<u>\$ 73,500</u>

6. Property and Equipment

The major classes of property and equipment consisted of the following at December 31:

	2025	2024
Office furniture	\$ 7,143	\$ 7,143
Less: accumulated depreciation	(3,095)	(1,667)
Property and equipment, net	<u>\$ 4,048</u>	<u>\$ 5,476</u>

For the years ended December 31, 2025, 2024 and 2023, depreciation expense was \$1,428, \$1,374 and \$293, respectively.

7. Leases

The Company determines whether an arrangement is a lease at inception. The Company has one operating lease agreement for the lease of general office, administrative and training space. The lease commenced on September 2023 and expires on March 2028. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

In accordance with ASU 2021-09, the Company has elected to use to use a risk-free discount rate for the lease instead of its incremental borrowing rate, determined using a period comparable with that of the lease term for its operating leases. As the Company's lease does not provide an implicit rate, the Company uses a risk-free discount rate based on the information available on the commencement date in determining the present value of lease payments.

Operating lease costs for the years ended December 31, 2025, 2024 and 2023 was as follows:

	2025	2024	2023
Operating lease costs	\$ 82,940	\$ 82,940	\$ 20,735

Supplemental cash flow information related to operating lease for the years ended December 31, 2025, 2024 and 2023:

	2025	2024	2023
Operating cash flow information:			
Cash paid for amounts included in the measurement of lease liabilities	\$ 80,380	\$ 78,251	\$ 7,056

Non-cash activity:

Right-of-use assets obtained in exchange for operating lease liabilities	\$ -	\$ -	\$ 336,155
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NOTES TO FINANCIAL STATEMENTS

7. Leases (continued)

The weighted average lease terms and discount rate information related to operating leases was as follows:

	2025	2024
Weighted average remaining lease term of operating leases	2.25 years	3.25 years
Weighted average discount rate of operating leases	4.47%	4.47%

The future maturities of operating lease liabilities as of December 31, 2025 was as follows:

2026	\$ 90,502
2027	93,217
2028	<u>23,825</u>
Total future minimum lease payments	207,544
Less: imputed interest	<u>(9,826)</u>
Total lease liabilities	<u>\$ 197,718</u>

On November 19, 2025, the Company entered into a new operating lease. The lease term is 5 years, commencing on April 16, 2026, and requires fixed base rent payments of approximately \$398,220 per year, subject to annual increase at a rate of 4%. The Company expects to recognize a right-of-use asset and corresponding lease liability of approximately \$1.9 million at the lease commencement date. This lease had not commenced as of December 31, 2025 but creates significant future rights and obligations for the Company. As of December 31, 2025, the Company had prepaid rent of \$49,779 and a security deposit of \$42,705 related to this lease.

8. Notes Receivable - Members

Effective December 31, 2025, the Company converted pre-existing amounts due from its members into promissory notes. These notes bear interest at a rate of 4.2% per annum, with the principal and any unpaid interest due at maturity on December 31, 2035.

Notes receivable from members consisted of the following as of December 31, 2025:

	2025
Note receivable – Gameday Health Management, LLC	\$ 1,211,019
Note receivable – Individual	202,500
Note receivable – Individual	97,500
Balance at end of year	<u>\$ 1,511,019</u>

The Company recognizes interest income on these notes in the period earned. For the year ended December 31, 2025, the Company recognized \$0 in interest income related to these notes receivable.

NOTES TO FINANCIAL STATEMENTS

9. Notes Receivable - Affiliates

Effective December 31, 2025, the Company converted pre-existing amounts due from its affiliates, which are entities under common management with the Company's members and their related parties, into unsecured promissory notes. These notes bear interest at a rate of 4.2% per annum, with the principal and any unpaid interest due at maturity on December 31, 2035. The Company recognizes interest income on these notes in the period earned. At December 31, 2025, the Company had \$2,793,633 in notes receivable outstanding from its affiliates. For the year ended December 31, 2025, the Company recognized \$0 in interest income related to these notes receivable. The terms of these notes were not necessarily consummated on an arm's length basis, and as such, the terms may have been different had the transactions been with unrelated parties.

10. Related Party Transactions

Transactions with Members

As of December 31, 2025 and 2024, the Company had an amount due of \$0 and \$11,019, respectively, from its majority member, Gameday Health Management, LLC. On December 31, 2025 the Company converted \$1,511,019 of its outstanding balance due from members into notes receivable (see Note 8).

Transactions with Affiliates

As of December 31, 2025 and 2024, the Company had an amount due of \$0 and \$1,738,290, respectively, from affiliates in which the Company's members and their related parties have ownership. On December 31, 2025 the Company converted \$2,793,633 of its outstanding balance due from affiliates into notes receivable (see Note 9).

Prior to converting the balances due from affiliates into notes receivable, the Company had a balance due of \$739,582 from Executive Medical Clinic, Inc. At December 31, 2025, the Company determined this balance was uncollectible and as such the Company recognized \$739,582 credit loss expense related to the balance due from Executive Medical Clinic, Inc. for the year ended December 31, 2025.

11. Members' Equity

At December 31, 2022, the authorized capital of the Company consisted of 100 shares of membership units comprising 70 shares of Class A units and 30 shares of Class B units. Class A and B membership interests include such Member's rights to receive that Member's distributive share of Company assets and items of Company income, gain, loss, and deduction, receive any and all other benefits due to a Member under the operating agreement. Under the operating agreement Class A membership units have voting rights, Class B membership units do not have voting rights.

Effective June 1, 2023, the majority member acquired the outstanding Class B units from the minority member becoming the sole member of the Company. In connection with this acquisition, the membership units of both, the Class A and Class B units, were canceled, with ownership recognized solely as a percentage of interest. At December 31, 2023, Gameday Health Management, LLC owned 100 percent of the membership interest in the Company.

Effective June 3, 2024, the Company assigned and transferred 20 percent of the membership interest. At December 31, 2025 and 2024, Gameday Health Management, LLC owned 80 percent of the membership interest.

NOTES TO FINANCIAL STATEMENTS

12. Deferred Compensation

In December 2023, our member approved and the Company adopted the Ream Franchise Group, LLC Phantom Equity Plan (the "Phantom Plan"). Under the Phantom Plan, five shares of phantom units may be awarded. Each phantom unit represents a contractual right to receive cash payments based on the net sales proceeds from either (i) a change in the ownership or control of the Company effected through a transaction or series of related transactions whereby any person or entity or group, other than an affiliate, directly or indirectly acquires beneficial ownership of equity possessing more than fifty percent (50%) of the total combined voting power of the equity outstanding immediately after such acquisition; or (ii) the sale or conveyance of all or substantially all of the assets of the Company to a person, entity, or group who is not an affiliate ("Liquidity Event"). The existence of a Liquidity Event will be determined in the sole reasonable discretion of the Company. Participants in the Phantom Plan are entitled to receive amounts due on vested shares on the within 45 days from Liquidity Event. Upon such payment, all of the participant's vested and unvested phantom units shall terminate, and the participants shall relinquish any further entitlements related to the phantom units.

In December 2023, the Company granted two and half phantom units, which were unvested as of the grant date and shall vest as to 20 percent of the total number of phantom units on each of the first five anniversaries of the grant date. In January 2024, the Company granted an additional two and half phantom units, which were fully vested as of the grant date per the phantom unit award agreement. If the participants services are terminated for cause, all vested phantom units held by the participants will be forfeited and cancelled without payment.

At December 31, 2025 and 2024, 5 and 5 phantom units had been granted, respectively. At December 31, 2025 and 2024, 3.5 and 3 phantom units were vested, respectively. During the years ended December 31, 2025, 2024 and 2023, the Company recognized compensation expense for vested units amounting to \$13,588, \$0 and \$0, respectively. At December 31, 2025 and 2024, and 1.5 and 2 phantom units remained unvested, respectively. Unrecognized compensation cost related to all unvested units as of December 31, 2025 and 2024 was \$2,612 and \$11,932, respectively.

13. Commitments and Contingencies

Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of the management, all matters are of such nature, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

EXHIBIT C
FRANCHISE AGREEMENT



Ream Franchise Group, LLC

FRANCHISE AGREEMENT



Ream Franchise Group, LLC
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ATTACHMENT B – STATEMENT OF OWNERSHIP
ATTACHMENT C – FRANCHISE OWNER AGREEMENT

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Franchise Agreement”) is made, entered into and effective as of the “Effective Date” set forth in Attachment A to this Franchise Agreement, by and between Ream Franchise Group, LLC, a California limited liability company (“we,” “us,” or “our”), and the franchisee set forth in Attachment A to this Franchise Agreement (“you” or “your”). If more than one person or entity is listed as the franchisee, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Franchise Agreement.

1. INTRODUCTION

This Franchise Agreement includes several attachments, each of which are legally binding and are a part of the complete Franchise Agreement. It is your responsibility to read through the entire Franchise Agreement. This Franchise Agreement creates legal obligations you must follow. We recommend that you consult with a legal professional to ensure that you understand these obligations. If you have questions, or if you do not understand a certain provision or section, please review it with your legal and financial advisors before you sign this Franchise Agreement.

This Franchise Agreement has defined terms. A defined term is a shorthand reference within a document that refers to another name or idea in the document. Defined terms are underlined and surrounded by double quotes, typically with capitalized first letters, and may be contained in parentheses throughout the Franchise Agreement.

2. GRANT OF FRANCHISE

2.1 Franchise Description

As a Gameday Men’s Health franchisee, you will operate a Gameday Men’s Health clinic (a “Gameday Men’s Health Clinic” or “Clinic”) which offers healthcare services to men (“Franchised Business”). Some of the healthcare services will be provided under membership plans and will include hormone replacement, erectile-dysfunction and vitamin wellness therapies, weight management, physicals, and similar non-critical healthcare services, goods, and medications (collectively, the “Healthcare Services”).

The Franchised Business will operate under our service marks, trademarks, trade names, trade dress, logos, slogans and commercial symbols as we may from time to time authorize or direct you to use with the operation of the Franchised Business (the “Marks”).

We grant you a non-exclusive license to own and operate the Franchised Business using the business formats, methods, procedures, signs, designs, standards, specifications, distinguishing elements, and intellectual property (the “System”) that we authorize from a single Clinic location we approve strictly in compliance with the terms and conditions set forth in this Franchise Agreement, within the Territory (as described in Section 4 below) or other areas we may specify in Attachment A-1 to this Franchise Agreement. You recognize and acknowledge the distinctive significance to the public of the System and Marks and acknowledge and understand our high and uniform standards of quality, appearance and service to the value of the System. You acknowledge that we may change, improve or otherwise modify the System as we deem appropriate in our discretion and you agree to promptly accept and comply with any such changes, improvements or modifications. You further acknowledge that our grant to operate a Franchised Business is based on the representations made in your application.



We will grant you the right to open and operate a Clinic under either the DCO Model or the MSO Model, as described below, and as selected in Attachment A to this Franchise Agreement. Unless otherwise specified, information in this Franchise Agreement is applicable to both Models.

You acknowledge and agree that, except for the right to grant limited sublicenses to your Medical Professionals (defined below), this Franchise Agreement does not grant you the right or option to open any additional Franchised Businesses or any right to sublicense or subfranchise any of the rights we grant you in this Franchise Agreement. You may only open an additional Franchised Business under a separate franchise agreement with us, which we may grant in our sole discretion.

As part of accepting our grant for you to own and operate a Franchised Business, you hereby represent that: (i) you have received a copy of our current franchise disclosure document; (ii) you are aware of the fact that other present or future franchisees of ours may operate under different forms of agreement and consequently that our obligations and rights with respect to our various franchisees may differ materially in certain circumstances; and (iii) you are aware of the fact that we may have negotiated terms or offered concessions to other franchisees and we have no obligation to offer you the same or similar negotiated terms or concessions.

2.2 DCO Model and MSO Model

If you are a medical professional or if you will open your Clinic in a state that allows a non-medical professional to own a Clinic, you will operate through “Direct Clinic Ownership” or the “DCO Model.” Otherwise, if your state allows, you may open a non-medical business management firm (“Management Services Organization” or “MSO”) that delivers management services to Clinics (the “MSO Model”).

Clinics may sell memberships to patients of the Clinic (“Patients”) for the use of certain Healthcare Services for designated time periods based on an entry fee and monthly dues, which will be described under member agreements you will enter into with the Clinics. The membership programs shall be governed under the terms of our Franchise Operations Manual. Our “System” includes, without limitation, our right to sublicense your use of the Marks; our proprietary methodologies for the delivery of Healthcare Services to the Patients under the DCO Model and the management services under the MSO Model; our “Proprietary Information”, including the information necessary to deliver the MSO Services, the Patient lists, and all medical records however stored and subject to all data privacy and security laws; the list of Healthcare Services offered; our distinctive exterior and interior design, and trade dress; uniform guidelines and quality control requirements; access to proprietary back-office software solutions; and advertising and promotional programs. Your Model, the Healthcare Services offered, and your day-to-day operations will adhere to the System.

A “Medical Professional” is a person who has the education, licenses, certifications, fellowships, and other credentials required by your state to deliver Healthcare Services directly to Patients, which may include medical doctors, doctors of osteopathy, registered nurses, nurse practitioners, and similar professionals. Medical Professionals must have an active DEA registration, maintain all licenses in good standing, and pass a background check. Although no particular specialty is required by us, healthcare professionals trained only in naturopathic medicine are not permitted to be the Medical Professional that owns the Clinic or acts as a medical director for the Clinic. We must approve any Medical Professionals who directly own and operate the Clinic under the DCO Model.

If we grant you the right to operate a Gameday Men’s Health Business, we are not engaging in the practice of medicine, nursing or any other profession that requires specialized training or certification. You



must not engage in the practice of medicine, nursing or any other profession that requires specialized training or certification, with the exception of those franchisees who sign a Waiver of Management Agreement.

2.3 Professional Judgment

We developed the System and the standards and specifications associated with the System, to create a framework that enables Clinics to operate in compliance with our brand standards and maintain a uniform experience for patients. However, we understand that the practice of medicine is a licensed profession requiring independent judgment, skill and training. Our franchise training and support programs do not include any training or support regarding the method or manner by which medical services are provided to patients. We do not (a) control or influence, (b) reserve the right to control or influence, or (c) intend to control or influence the Professional Judgment (as described below) exercised by the Medical Professionals or any medical staff. So we acknowledge and agree that if any terms of the Franchise Agreement (or any related agreement) and/or the Franchise Operations Manual conflict with your Professional Judgment or of the Medical Professionals and any medical staff, then: (i) the Professional Judgment of the Medical Professional and any medical staff, will control; and (ii) the Medical Professional and any medical staff will be authorized to act in a manner consistent with their Professional Judgment without being deemed in breach of the Franchise Agreement.

The term “Professional Judgment” means the independent medical judgment exercised by a Medical Professional regarding the methods and manner by which medical services are provided to patients, including: (a) determining what diagnostic tests are appropriate; (b) determining the need for referrals to or consultation with another medical professional or specialist; (c) responsibility for the ultimate overall care of the patient, including treatment options available to the patient; (d) determining how many patients to see in a given period of time or how many hours licensed medical professionals must work; (e) determining the medical equipment and supplies used in rendering healthcare services; (f) managing, and determining the contents of, patient medical records; (g) selecting, hiring and firing any licensed medical professional staff; and (h) establishing coding and billing procedures for patient care services.

2.4 Additional Obligations Related to the Models

If you operate an MSO Model, you will be required to enter into a Management Services Agreement with a Medical Professional (“MSA”) which must be approved by us. Under the MSA, you will provide the Medical Professional with non-clinical management services. We must approve the Medical Professional, and the Medical Professional will be identified in Attachment A to this Franchise Agreement.

Whether your Franchised Business is operated as a DCO Model or as an MSO Model, under no circumstance shall a lay person (including you as an owner, if unlicensed) administer, control, influence, or direct the supervision, administration, delivery or performance of medical or other services requiring a Medical Professional. The non-medical business management services include private-Patient billing and collections, human resource management, accounting, physical-plant maintenance, the delivery of non-medical supplies, lease management, and similar services (“MSO Services”).

We have provided you with a standard form of MSA in the franchise disclosure document; however, you understand and agree that it is your sole responsibility that the MSA between you and the Medical Professional is consistent and in compliance with applicable federal and state laws, regulations, rules and ordinances. You acknowledge and agree that you must retain a lawyer, licensed in the state where the Clinic will be located, and familiar with applicable healthcare laws, to advise you on the MSA and its compliance with applicable federal and state health laws and regulations. You must obtain our written approval prior

to negotiating different fee provisions than those provided in the sample MSA. You must obtain our written approval of the final MSA prior to its execution. However, you agree that our written approval of your MSA is not a representation or warranty respecting its compliance with any laws or regulations but is merely to ensure it comports with our System standards.

You agree to ensure that the types of services offered by the Medical Professional are limited to those in accordance with and pursuant to this Franchise Agreement, and that the Clinic is operated in accordance with the MSA. You agree to have an MSA in effect with a Medical Professional at all times during the operation of the Franchised Business. You may not change the Medical Professional operating the Clinic without our prior written consent, which we may withhold in our reasonable discretion. In the event the MSA with the Medical Professional is terminated during the Term, you must enter into a new MSA with a replacement Medical Professional as soon as practicable, but in no event later than sixty (60) days after you provide or receive notice that the MSA with the original Medical Professional is being terminated or you will be in material breach of this Franchise Agreement. We must approve any new Medical Professional or MSA in writing.

In the event you and we agree that your Franchised Business will operate as a DCO Model, you will provide us with a signed “Waiver of Management Agreement” at the same time as this Franchise Agreement.

If for any reason, not limited to but including, changes in applicable law and loss of applicable licenses, you lose the ability to legally perform the obligations of a Franchised, you must immediately cease operations, and convert your Franchised Business a model that brings you in compliance with applicable law, and is approved by us. You may only restart operations after successfully completing such obligations.

3. FRANCHISEE AS ENTITY

3.1 Entity Representations

For purpose of this Franchise Agreement, “Owner(s)” means any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you, this Franchise Agreement, or the Franchised Business. If you are a corporation, partnership, limited liability company or other form of business entity (“Entity”), you agree and represent that:

3.1.1 Authority. You have the authority to execute, deliver, and perform your obligations under this Franchise Agreement and all related agreements and are duly organized or formed, validly existing, and in good standing under the laws of the state of your incorporation or formation.

3.1.2 Company Documents. At our request, you will furnish copies of all documents and contracts governing the rights and obligations of your Owners (such as, Articles of Incorporation or Organization and partnership, operating or shareholder agreements or similar documents (“Company Documents”). You will not alter, change, or amend your Company Documents, without obtaining our prior written approval, which approval we will not unreasonably deny or withhold, and will grant if such changes will not prevent you from performing your obligations under this Franchise Agreement.

3.1.3 Transfer Restrictions. Your Company Documents will recite that this Franchise Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Franchise Agreement’s restrictions.

3.1.4 Naming. You agree not to use the name “Gameday Men’s Health” or any similar wording in the name of your Entity.

3.1.5 Owner Identification. You certify that Attachment B to this Franchise Agreement completely and accurately describes all of your Owners and their interests in you as of the Effective Date. You agree to sign and deliver to us a revised Attachment B to reflect any permitted changes in the information that Attachment B now contains.

3.1.6 Single Purpose Entity. The Franchised Business will be the only business that the Entity may operate, and your organizational documents must reflect this (although the Owners in the Entity may have other business interests subject to any restrictions on competitive businesses contained in this Franchise Agreement).

3.1.7 Franchise Owner Agreement. All Owners and their spouses must sign the Franchise Owner Agreement, attached as Attachment C to this Franchise Agreement. You agree that, if any person or Entity ceases to be one of your Owners, or if any individual or Entity becomes an Owner of you (such ownership change must comply with the “Transfer Conditions” discussed later in this Franchise Agreement), you will require the new Owner (and the new Owner’s spouse) to execute all documents required by us, including the Franchise Owner Agreement.

3.1.8 No Offerings. You agree that you will not offer any securities (in a public or private offering or otherwise) or engage in any type of fundraising (like crowdfunding) without our prior written consent, which may be withheld in our sole discretion.

4. TERRITORIAL RIGHTS AND LIMITATIONS

We will assign you a designated territory (“Territory”) consisting of a geographic area where we will not operate, or grant a franchise or license to a third party to operate, a Franchised Business that is physically located in your Territory, except as otherwise provided in this Section. The Territory will consist of the geographic area identified in Attachment A-1.

Except as otherwise provided herein or as we may provide from time to time in the Franchise Operations Manual, you are prohibited from directly marketing to or soliciting customers whose principal residence is outside your Territory. Notwithstanding the foregoing, however, you may accept and serve any customer who walks into your clinic seeking services, regardless of where they live, so long as you did not actively solicit them outside your Territory or, where applicable, the Additional Marketing Area (as defined below). By executing this Franchise Agreement, you are not granted any rights to use alternative channels of distribution, such as wholesale, telehealth, internet, or mail order sales and may not independently market on the internet or conduct e-commerce unless we have expressly allowed you to do so under our online policy in the Franchise Operations Manual or otherwise provided herein. In our sole discretion, we may permit you to take part in sales conducted through online platforms we may establish from time to time and in our sole discretion.

We retain all territorial rights (for ourselves and our affiliates) not expressly granted to you. We may use the Marks or the System to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside the Territory. We and our affiliates reserve the right to operate, and to license others to operate, Gameday Men’s Health franchises at any location outside the Territory, even if doing so will or might affect your operation of the Clinic.

We may use trademarks other than the Marks to sell any products or services similar to those which you will sell or provide at the Clinic both within or outside of the Territory. We may purchase, be purchased by, merge, or otherwise acquire competitive businesses within and outside the Territory. If such a situation



occurs, the newly acquired businesses may not operate under the Marks in the Territory but may operate under the System. We may implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere, including inside the Territory, and we have the right to issue mandatory policies to coordinate such multi-area marketing programs.

Although we reserve all such rights described in this Section, neither we nor any affiliate operates or franchises, or has plans to operate or franchise, a business under a different trademark that sells or will sell goods or services similar to those offered by you or our other franchises.

We are not required to pay you if we exercise any of our rights, including within your Territory. We are not required to pay you compensation for soliciting or accepting orders inside your Territory, or for exercising any of our rights within or outside of your Territory.

5. TERM AND RENEWAL

5.1 Generally

The term of this Franchise Agreement will begin on the Effective Date and continue for ten (10) years (“Term”). If this Franchise Agreement is the initial franchise agreement for your Franchised Business, you may enter into a maximum of two successor franchise agreements (a “Successor Franchise Agreement”), as long as you meet the conditions for renewal specified below. The Successor Franchise Agreement shall be the current form of franchise agreement we use in granting Gameday Men’s Health franchises as of the expiration of the Term. The terms and conditions of the Successor Franchise Agreement may vary materially and substantially from the terms and conditions of this Franchise Agreement. Each successor term will be five (5) years. If you are signing this Franchise Agreement as a Successor Franchise Agreement, the references to “Term” shall mean the applicable renewal term of the Successor Franchise Agreement. Except as otherwise provided in this Section, you will have no further right to operate your Franchised Business following the expiration of the successor term unless we grant you the rights to enter into another franchise agreement, in our sole discretion. If you are entering into a Successor Franchise Agreement, the renewal provisions in your initial franchise agreement will dictate the length of the Term of this Franchise Agreement, and your remaining renewal rights to enter into Successor Franchise Agreements, if any.

5.2 Renewal Requirements

To enter into a Successor Franchise Agreement, you must:

5.2.1 Notice. Notify us in writing of your desire to enter into a Successor Franchise Agreement not less than 60 days nor more than 180 days before the expiration of the Term;

5.2.2 No Defaults. Not be in default under this Franchise Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Franchise Agreement and you must not have received more than two separate written notices of default from us in the 12 months before your renewal notice or at the time you sign the Successor Franchise Agreement;

5.2.3 Successor Franchise Agreement. Sign the Successor Franchise Agreement and all ancillary documents we require franchisees to sign and maintain the MSA with the Medical Professional, or enter into a new MSA with a replacement Medical Professional which we approve (if applicable), or otherwise enter into our then-current Management Agreement Waiver Amendment. Your Successor Franchise



Agreement may have materially different terms and conditions (including, higher royalty and advertising contributions) from the Franchise Agreement that covered your original term;

5.2.4 General Release. Sign and have each of your Owners sign current form of general release which contains a release of all known and unknown claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities;

5.2.5 Renewal Fee. Pay us a non-refundable renewal fee of \$10,000 (“Renewal Fee”).

5.2.6 Modifications. At least 60 days but not more than 180 days before the expiration of the Term, you must renovate, upgrade any equipment, tools, technology and other operations to comply with our then-current standards and specifications;

5.2.7 Clinic. Have the right under your lease to maintain possession of the Clinic for the duration of the successor term; and

5.2.8 Renovations. You must also make any renovations, refurbishments and modernizations to the Clinic and the Franchised Business as necessary at your own expense to meet our then-current System standards for a newly opened Franchised Business. We will provide you with the required timeframe for doing so. Such requirements could include changes to the design, equipment, signs, décor, inventory, fixtures, furnishings, trade dress, presentation of Marks, supplies and other products and materials used in the Franchised Business; and

5.2.9 Additional Actions. Take any additional actions we reasonably require.

5.3 Interim Term

If you do not sign a Successor Franchise Agreement after the expiration of the Term and you continue to accept the benefits of this Franchise Agreement, then, at our option, this Franchise Agreement may be treated either as: (i) expired as of the date of the expiration meaning you are operating the Franchised Business without a valid franchise agreement in violation of our rights; or (ii) continued on a month-to-month basis (“Interim Term”) until either party provides the other party with 30 days’ prior written notice of their intention to terminate the Interim Term. In the latter case, all of your rights and obligations will remain in full force and effect during the Interim Term as if this Franchise Agreement had not expired (except your right to enter into any Successor Franchise Agreement(s), which will be null and void). All obligations, restrictions and covenants imposed on you upon the expiration or termination of this Franchise Agreement will be deemed to take effect upon the termination of the Interim Term. Except as permitted by this Section, you have no right to continue to operate your Franchised Business following the expiration of the Term.

6. FEES

6.1 Payment Obligations

Your requirement to pay us and/or our affiliates the fees under this Franchise Agreement is absolute and unconditional. This obligation will remain effective throughout the entire duration of the Franchise Agreement and will continue until all fees are paid. You have no right to offset any fees paid to us and must pay us all fees regardless of any claims you may have against us. We will have the right, at any time before or after termination of this Franchise Agreement, without notice to you, to offset any amounts or liabilities you may owe to us against any amounts or liabilities we may owe you under this Franchise Agreement or any other agreement, loan, transaction or relationship between the parties. Without limiting the generality



of the foregoing, you agree that you will not, on grounds of the alleged nonperformance by us of any of our obligations, withhold any fees due to us or our affiliates or amounts due to us for purchases by you or any other amounts due to us.

6.2 Gross Revenue

For purposes of this Franchise Agreement, “Gross Revenue” means the total of all revenues and income of the Clinic (whether operated through a DCO Model or an MSO Model), including the revenue generated from the sale of all products and services (including branded products and services) offered at or from the Clinic and all other income or revenue of every kind and nature related to, derived from, or originating from the Clinic, whether at retail or wholesale, including any off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not), any initial and renewal membership fees, dues and all other charges, and proceeds of any business interruption insurance policies, whether any of the products or services are sold for cash, check, or credit, and regardless of collection in the case of check or credit. Gross Revenue does not include (i) sales or similar taxes you collect that are chargeable to Patients by law; (ii) any documented refunds or credits; or (iii) sales discounts granted to a Patient. All barter or exchange transactions in which the Clinic furnishes products or services in exchange for products or services provided to Clinic by a vendor, supplier or Patient will, for the purpose of determining Gross Revenue, be valued at the full retail value of the products or services so provided to Clinic. Gross Revenue will also include any insurance proceeds due to business interruption as a result of your Clinic being closed as a result of a casualty event or any other reason. We reserve the right to institute policies in the Franchise Operations Manual or otherwise in writing and from time to time, regarding the inclusion in Gross Revenue of any pre-paid goods or services (including, without limitation, gift cards and gift certificates) and their delivery and redemption.

Under the DCO Model, you will collect all Gross Revenue. Under the MSO Model, the Medical Professional will collect all Gross Revenue.

6.3 Initial Franchise Fee

You will pay us the “Initial Franchise Fee” listed in Attachment A in one lump sum when you sign this Franchise Agreement, unless this Franchise Agreement is made pursuant to an Area Development Agreement, in which case the terms of your Area Development Agreement will dictate the amount and timing of any Initial Franchise Fee paid to us. The Initial Franchise Fee is fully earned by us and is non-refundable once this Franchise Agreement has been signed. If this Franchise Agreement is the renewal of a prior franchise agreement with us for an existing Franchised Business or the transfer of the Franchised Business from another franchisee, then no Initial Franchise Fee is due.

6.4 Royalty

You agree to pay us a royalty fee (“Royalty”) of: the greater of 6% of Gross Revenue or the “Minimum Royalty” beginning the first month of operation and continuing during the remaining years of the initial term of Gross Revenue. The Royalty is due on the 5th day of each month (or such other date as we designate in the Franchise Operations Manual or otherwise in writing).

If you operate the MSO Model, your Royalty is not based on the revenue you derive from the delivery of MSO Services to the Clinic.

All Royalties and fees collected must comply with federal, state, and/or local government laws, rules or regulations. If we determine that this calculation and collection of Royalties or any other fee or required contribution is invalid or unenforceable, we will give you 60 days’ written notice, and will replace any invalid or unenforceable calculation or collection method with a method that is valid and enforceable

and that comes closest to expressing the intention of the invalid or unenforceable method, and this calculation of Royalty or other fee will be enforceable as so modified.

The Minimum Royalty is described in the chart below.

<u>“Minimum Royalty”</u>						
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Years 7 to 10
\$541.67	\$812.50	\$1,083.33	\$1,354.17	\$1,625.00	\$1,895.83	\$2,166.67

Monthly Requirement – The dollar amounts described in the chart above are monthly Minimum Royalties due for each year.

These amounts are per Clinic. If you manage or operate multiple Clinics, you will pay the applicable Minimum Royalty for each Clinic, which will be based on the year of operation for the respective Clinic.

Year – You will pay the “Year 1” Minimum Royalty in the calendar year the Clinic opens and in the calendar year following the year the Clinic opens. Each additional year starts on January 1 of the subsequent year. In the event of a transfer, the year shall be calculated from the original opening date of the Clinic.

6.5 Brand Fund Contribution

You must pay a “Brand Fund Contribution” in the amount we specify in our Franchise Operations Manual, currently 2% of Gross Revenue during the previous month. The Brand Fund Contribution will be used for the Gameday Men’s Health brand fund (“Brand Fund”) to promote awareness of our brand, create and disseminate advertising concepts and collateral materials on a local, regional, or national basis, and to improve our System. We reserve the right to increase the Brand Fund Contribution to up to 3% of month Gross Revenue upon written notice to you. If you operate in a state that does not permit the collection of percentage-based fees, we may implement an alternative fee structure upon 30 days’ notice to you and will reconcile any payments with this new fee structure. We reserve the right to charge an alternative flat fee equal to up to \$2,000 per month.

6.6 Technology Set-Up Fee; Technology Maintenance Fee; Telehealth Marketing Fee

You must pay us our then-current “Technology Set-Up Fee” prior to opening for operations.

You must pay us our then-current monthly “Technology Maintenance Fee” each month during the term of this Franchise Agreement.

The Technology Set-Up Fee is a one-time fee to cover our cost to set up a landing page for your Model on our website and set up your Model in our system. The Technology Maintenance Fee will be used to maintain your website presence and for other technology-based services.

You will also pay the “Telehealth Marketing Fee” fee to us each month. We pass through this amount directly to our designated third-party advertising vendor for telehealth marketing services. This fee may increase on 30 days’ written notice to you if the third-party vendor increases its fees. We do not currently charge an administrative fee for our expenses to administer these services, but we may in the future charge such an administrative fee of up to 20% of the amount of the Telehealth Marketing Fee upon 60 days’ written notice to you.



Under the Technology Set-Up Fee, we may change the software and technology that must be used by Franchised Business at any time we deem appropriate in our sole discretion, which may result in changes to the Technology Set-Up Fee. An increase in third-party fees may also cause the Technology Set-Up Fee to increase. You will be responsible for any increase in fees that result from any upgrades, modification, or additional software by us or by third-party vendors. We may modify the Technology Set-Up Fee upon written notice to you.

You must also pay our then-current technology business solutions fees to approved suppliers for certain business solutions that will support your business efficiencies. These may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solution and any other solutions we may require in the Franchise Operations Manual or otherwise in writing for your Franchised Business. We reserve the right to upgrade, modify and add new systems, which may result in additional initial and ongoing expenses that you will be responsible for. You will be responsible for any increase in fees that result from any upgrades, modifications or additional systems and for any increase in fees from third-party providers. We may include these third-party fees in the Technology Fee and pay suppliers directly on your behalf.

6.7 Additional Marketing Area Fee

If you request to purchase an additional area outside your Territory to actively market and solicit customers (an “Additional Marketing Area”) and we approve your request, you will pay us a lump-sum fee of \$10,000 (“Additional Marketing Area Fee”) when you sign your Franchise Agreement (or thereafter during the Term, if you request occurs after the initial execution of this Franchise Agreement). You will also be required to sign our Additional Marketing Area Addendum (the “Additional Marketing Area Addendum”) whereby we will grant you a non-exclusive right to directly market and solicit customers within the Additional Marketing Area. The Additional Marketing Area will not be added to your Territory, you will not receive exclusive rights to any Additional Marketing Area, and the Additional Marketing Area Addendum does not grant you the right to develop or open an additional Clinic. If, after signing the Additional Marketing Area Addendum, you wish to enter into an additional franchise agreement with us to establish a clinic within the Additional Marketing Area, we will apply a credit equal to the Additional Marketing Area Fee you paid toward the initial franchise fee you owe us under the additional franchise agreement for the development of the additional Clinic in the Additional Marketing Area.

6.8 Other Fees and Payments

You agree to pay all other fees, expense reimbursements, and all other amounts specified in this Franchise Agreement and Franchise Operations Manual in a timely manner. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon products or services you sell or based upon products or services we furnish to you (other than income taxes we pay based on amounts).

6.9 Payment Methods

You must complete our automated clearing house (ACH) authorization form allowing us to electronically debit a bank account you designate (“Franchise Account”) for: (i) all fees payable to us under this Franchise Agreement (other than the Initial Franchise Fee); and (ii) any other amounts you owe to us or any of our affiliates including, but not limited to, those owed for the purchase of products or services. We will debit your Franchise Account for these payments on or after the due date. You must sign and deliver to us any other documents we or your bank may require authorizing us to debit your Franchise Account for these amounts.

You must deposit all revenue you generate from operating your Franchised Business into the Franchise Account. You must make sufficient funds available for withdrawal from the Franchise Account



by electronic transfer before each due date. If any check or electronic payment is unsuccessful due to insufficient funds, stop payment or any similar event, any excess amounts you owe will be payable upon demand, together with a non-sufficient funds fee of \$100 per occurrence plus Interest on any late amounts. If we allow you make any payment to us or our affiliate(s) by credit card for any fee required, we may charge a payment service fee of up to 4% of the total charge. We reserve the right to periodically specify (in the Franchise Operations Manual or otherwise in writing) different required payment methods for any payment due to us or our affiliates.

6.10 Payment Frequency

We reserve the right to periodically specify (in the Franchise Operations Manual or otherwise in writing) different payment frequencies (for example, weekly/biweekly/monthly payments) for any payment or fee due to us or our affiliates.

6.11 Late Fees

If any sums due under this Franchise Agreement have not been received by us when due then, in addition to those sums, you must pay us a “Late Fee” of \$100 per occurrence, plus the daily equivalent of eighteen percent (18%) per year compounded monthly or the highest rate allowed by law, whichever is less (“Interest”) on the late amounts. If no due date has been specified by us, then interest accrues from the original due date until payment is received in full.

6.12 Application of Payments

We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate. We are not obligated to follow any instructions you provide for allocation of the payments.

6.13 Adjustments to Fixed Fees

All fees expressed as a fixed dollar amount in this Franchise Agreement are subject to adjustment based on changes to the Consumer Price Index in the United States. We may periodically review and increase these fees based on changes to the Consumer Price Index (“CPI Increase”), but only if the increase to the Consumer Price Index is more than 5% higher than the corresponding Consumer Price Index in effect on: (a) the effective date of the Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI Increase during any calendar year. Additionally unless otherwise indicated, for any fee that is listed as our then-current fee in this Franchise Agreement, we reserve the right to increase these fees to the greater of: (a) a maximum of 20% per year, calculated cumulatively each year, meaning that we may compound the increase to include 20% increases that were not implemented in previous years; or (b) the amount of any increases in fees from third parties for the underlying products or services.

7. ESTABLISHING YOUR FRANCHISED BUSINESS

7.1 Opening

You must open your Franchised Business to the public within 9 months after the Effective Date (the “Opening Deadline”). You may not open your Franchised Business before: (i) all required attendees have successfully completed the initial training program and all required Medical Professionals have obtained all medical training; (ii) you purchase all required insurance; (iii) you and/or Medical Professionals obtain all required licenses, certifications, permits and other governmental approvals required to establish, open

and operate the Franchised Business; (iv) we provide our written approval of the construction, buildout and layout of your Clinic; (v) and you receive our written approval.

If you believe we have failed to adequately provide pre-opening services or training to you as provided in this Franchise Agreement, you shall notify us in writing within 30 days following the opening of the Franchised Business. If you do not provide such notice in a timely manner, it will be viewed as you conclusively acknowledging that all pre-opening and opening services and training required to be provided by us were sufficient and satisfactory in your judgment.

7.2 Site Selection

If a suitable location for the Clinic has not been agreed upon by the Effective Date, we will provide you with general advice and general specifications for identifying a suitable location for the Clinic. You must use our approved vendors to counsel you in locating the site for your Clinic. The Clinic must conform to our minimum site selection criteria. You must send us a complete site report (containing the demographic, commercial and other information, photographs and videos we may reasonably require) for your proposed site within 30 days after signing this Agreement. We may require that you obtain a feasibility study for the proposed site at your sole cost. We may accept or reject all proposed sites in our commercially reasonable judgment. We will use our best efforts to accept or reject a proposed site within 30 days after we receive all of the requisite materials. Your site is deemed disapproved if we fail to issue our written approval within the 30-day period. If we disapprove of the proposed site, you must select another site within 60 days after the end of the later of your receipt of our disapproval or the end of such 30-day period, and we will have an additional 30 days to review that submittal. Your failure to meet site selection deadlines outlined in this Section or submission of incomplete information is a default of this Franchise Agreement, and you will have fifteen (15) days to cure such default. If you fail to cure the default or you and we fail to reach an agreement regarding a site, we have the right to terminate your Franchise Agreement (it being understood that all restrictive and other covenants of your Franchise Agreement shall survive such termination), and we will retain all fees paid.

Our approval shall be evidenced by the execution of Attachment A-1 by you and us. You must purchase or lease the site for your Clinic within 60 days after receiving our approval of a site. You must only operate the Franchised Business at the location specified in Attachment A-1 and your Franchised Business may not offer products or services from any other location unless we expressly authorize in writing. You acknowledge that our approval of a site does not constitute a representation or warranty of any kind, express or implied, of the suitability of the site for the Clinic. Our approval of the site indicates only that the site meets our minimum criteria.

7.3 Lease

If you lease the Clinic, you must submit to us, in the form we specify, a description of the site, a proposed copy of the lease and such other information and materials we may reasonably require at least 10 days before signing the lease. If you own, otherwise control the Clinic, including the land, building and related real estate, or own 51% or more of an entity that owns, leases or otherwise controls the Clinic, then you will, as the lessee, enter into a lease for the Clinic for a term coextensive with the term of this Franchise Agreement. You will ensure the lease either: (1) contains the “Lease Addendum” that is attached to the franchise disclosure document in Exhibit H; or (2) incorporates the terms of the Lease Addendum into the lease for the Clinic. If your landlord refuses, we have the right to disapprove your lease, in which case you must find a new site for your Clinic. You and the landlord must sign the lease within 60 days after receiving our approval of a site and within any case, within 180 days of the Effective Date.

We will only review the lease to determine that it complies with the terms of this Franchise Agreement and will not provide you with any business, economic, legal or real estate analysis or advice



with regards to the lease. You are solely responsible for the terms of the lease and any site acceptance letter we provide for the lease does not provide any representation or warranty of any kind, express or implied, concerning the terms of the lease or the viability or suitability of the site for the Clinic. You must promptly send us a copy of your fully executed lease and any Lease Addendum for our records. The lease may not be amended, assigned or terminated without our written approval. If the landlord terminates the lease for the Clinic, that termination will constitute a breach of this Franchise Agreement.

If your Clinic is an MSO Model, your lease must allow for the sublease or licensing of the space to the Medical Professional(s), and, once the lease is approved and signed, subject to Applicable Law, you will sublease or license the space to the Medical Professional under such terms as you may negotiate. You must take all other steps necessary under Applicable Law to ensure that use of the space by the Medical Professional(s) maintains the separation between the ownership of the medical practice by the Medical Professional(s) and your right to deliver the MSO Services.

7.4 Construction

We will provide you with specifications for the design and layout for the Clinic. You must hire an architect in order for any modifications to these plans to comply with all local ordinances, building codes, permits requirements, and lease requirements and restrictions applicable to the Clinic. You must first review and accept the architect's drafted floor plan and submit your floor plan to us for our review and acceptance. Once we accept your floor plan, the architect must develop your full construction drawings for the Clinic. Upon your review and acceptance, you must submit your construction drawings to us for our final review and approval. Once we accept your floor plan and approve your construction drawings, drawings and specifications may not be changed or modified without our prior written approval. Once accepted by us, you must, at your sole expense, construct and equip the Clinic to the specifications contained in the Franchise Operations Manual and purchase (or lease) and install the equipment, fixtures, furnishings, signs and other items we require. All exterior and interior signs of the Clinic must comply with the specifications we provide to you. We must approve the architects, contractors and other suppliers you use to construct your Clinic. You agree to provide us with weekly status updates as to construction of the Clinic. You acknowledge these requirements are necessary and reasonable to preserve the identity, reputation and goodwill we developed and the value of the Gameday Men's Health System. We must approve the layout of your Clinic before opening. We may conduct a pre-opening inspection of your Clinic and you agree to make any changes we require before opening.

7.5 Catastrophe

If your Clinic is destroyed or damaged by fire or other casualty or if your Clinic is subject to eminent domain during the Term of this Franchise Agreement and the lease for your Clinic has at least two years remaining, you will: (i) within 30 days after such destruction or damage of your Clinic, commence all repairs and reconstruction necessary to restore the Clinic to its prior condition to such casualty; or (ii) relocate the Clinic under the relocation provisions in this Section and the Franchise Operations Manual, and the Term shall be extended for the period from the date the Clinic closed due to the destruction or damage until it reopens.

7.6 Use of Clinic

You may not use your Clinic or permit your Clinic to be used for any purpose other than offering the products and services we authorize and you may only offer the products and services we authorize from your Clinic.



7.7 Relocation

You may relocate your Clinic within your Territory with our prior written approval, which we will not unreasonably withhold. If we allow you to relocate within your Territory, you must: (i) comply with all requirements of the Franchise Agreement and the Franchise Operations Manual regarding relocation and the selection, construction and decoration of your new Gameday Men's Health Clinic; (ii) open your new Clinic and resume operations within 30 days after closing your prior Clinic, or in the event of a catastrophe to the Clinic, within the applicable time periods set forth in the Franchise Operations Manual or otherwise in writing; (iii) pay us a relocation fee for the assessment of your proposed site for relocation, which is currently \$5,000 and which we may increase at any time and by any amount, in our sole discretion, upon 60 days' prior written notice to you; and (iv) reimburse us for our reasonable expenses (including attorneys' fees and costs). You may not relocate your Clinic outside of your Territory without our prior written approval, which we may withhold in our sole discretion. We may require that your Territory be modified as a condition to our approval of you relocating your Clinic. Upon our approval of the relocation of your Clinic, Attachment A-1 shall be updated with the new location (and Territory, if necessary), and the remainder of this Franchise Agreement shall remain in full force and effect.

8. TRAINING AND CONFERENCES

8.1 Initial Training Program

We will provide our initial training program for a fee of \$500 for up to seven people so long as all persons attend the initial training program simultaneously. The initial training program must be completed within 30 days prior to the date that your Franchised Business is scheduled to open. You must pay us our then-current training fee as specified in our Franchise Operations Manual for: (i) each additional person that attends our initial training program before you open; (ii) except as expressly described in this Section 8.1 below, each additional person that attends after you open your Franchised Business (such as a replacement Responsible Owner or Franchise Manager); and (iii) any person who must retake training after failing to successfully complete training on a prior attempt. We reserve the right to vary the length and content of the initial training program as we deem appropriate in our sole discretion based on the experience of the attendee. We shall determine the scheduling, exact duration, contents and manner of the initial training program in our discretion and may delay your attendance until a suitable time near the grand opening date for your Franchised Business in our discretion.

If you replace or hire an additional Franchise Manager, Responsible Owner or other required trainee during the first 90 days following the opening of your Gameday Men's Health Business, the Franchise Manager, Responsible Owner or other required trainee must attend the complete Initial Training program (currently, the shadow days and the virtual training).

If you replace or hire an additional Franchise Manager, Responsible Owner or other required trainees after the first 90 days that your Franchised Business is open, but within the first year, you will have the option to have your additional or replacement Franchise Manager, Responsible Owner or other required trainees attend the Initial Training program.

If your Franchised Business has been open for more than one year, we will not offer shadow days to replacement or additional trainees; however, these trainees will have the option to complete the virtual training.

If the Franchised Business is not your first Clinic within the System, we are not required to provide Initial Training to you. However, we may require you to complete Initial Training for additional franchises in our discretion, or you may request it, which we will approve in our sole discretion. You must pay us our then-current training fee for all Initial Training that you attend prior to your scheduled Initial Training.



We reserve the right to charge our then-current additional training fee for replacement or additional trainees, per day for each shadow day. You must also pay for any and all airfare, meals, transportation costs, lodging, and incidental expenses for all attendees of the initial training program. We do not charge a fee for the virtual training for replacement or additional trainees. The availability of this training is subject to space considerations and prior commitments to other franchisees.

8.2 Medical Training

In addition to the Initial Training program described above, all Medical Professionals who will administer, when clinically appropriate, medical services at the Clinic, must participate in the then-current required medical training, which is provided by our approved training vendors. Medical Training is not conducted by us. You must pay our approved training vendors their then-current fee for medical training.

8.3 Additional Training

We may offer periodic refresher training courses or develop additional training courses. Attendance at these training programs may be optional or mandatory. You may be required to pay the then-current fee for this training as specified in our Franchise Operations Manual. If we travel to your Franchised Business, you will be responsible for our airfare, meals, transportation, costs, lodging and incidental expenses. We also reserve the right to require you or your Medical Professionals to attend additional medical training.

8.4 Optional Grand Opening Training

If you request optional grand opening support and we approve your request, on or around the first two days after you open for business, we will provide one trainer who will travel to your Clinic to provide this support. You will pay us our then-current fee for providing grand opening support.

8.5 Requested Training

Upon your written request, we may provide additional assistance or training to you at a mutually convenient time. You are required to pay the then-current fee for this training as specified in our Franchise Operations Manual, and you must pay for airfare, meals, transportation costs, lodging, and incidental expenses for all attendees of such additional requested, optional training.

8.6 Remedial Training

If we determine, in our sole discretion, that you are not operating your Franchised Business in compliance with this Franchise Agreement and/or the Franchise Operations Manual, we may require that you, your employees and other designees attend remedial training relevant to your operational deficiencies. You must pay us the then-current training fee as specified in our Franchise Operations Manual. We also reserve the right to require you or your Medical Professionals to attend additional medical training.

8.7 Conferences

We may hold periodic national or regional conferences to discuss various business issues and operational and general business concerns affecting Gameday Men's Health franchisees. Attendance at these conferences may be invite only, mandatory or optional in our sole discretion. We also reserve the right to restrict franchisees from attending based on past performance, previous defaults and other factors in our sole discretion. You are responsible for paying our then-current conference fee, whether or not you attend the conference in any given year. We will notify you of this fee at least 60 days before the conference is to occur.



8.8 Training Expenses

You are solely responsible for all expenses and costs that your trainees incur for all trainings and conferences under this Section, including wages, travel, lodging, food and living expenses. You also agree to reimburse us for all expenses and costs we incur to travel to your Franchised Business under this Section, including travel, food, lodging and living expenses. All training fees and expense reimbursements must be paid to us within 10 days after invoicing.

9. OTHER FRANCHISOR ASSISTANCE

9.1 Franchise Operations Manual

We will lend you our confidential franchise operations manual ("Franchise Operations Manual") in text or electronic form for the Term of this Franchise Agreement. The Franchise Operations Manual will help you establish and operate your Franchised Business in accordance with the System. The information in the Franchise Operations Manual is confidential and proprietary and may not be disclosed to third parties without our prior written approval. The Franchise Operations Manual may be updated and modified throughout the Term, both formally through amendments to the Franchise Operations Manual and informally through email or other written materials we provide to you. You acknowledge that your compliance with the Franchise Operations Manual is vitally important to us and other System franchisees because it is necessary to protect our reputation, the goodwill of the Marks, and maintain the uniform quality of the System.

You agree to establish and operate your Franchised Business strictly in accordance with the Franchise Operations Manual. The Franchise Operations Manual may contain, among other things: (i) a description of the authorized products and services you may offer at your Franchised Business; (ii) mandatory and suggested specifications, operating procedures, and quality standards for goods, products, services, that you use or offer at your Franchised Business; (iii) policies and procedures we prescribe from time to time for our franchisees; (iv) mandatory reporting and insurance requirements; (v) policies and procedures pertaining to any gift card program we establish; and (vi) a written list of furniture, fixtures, equipment, products and services (or specifications for such items) you must purchase for the development and operation of your Franchised Business and a list of any designated or approved suppliers for such items. The Franchise Operations Manual establishes and protects our brand standards and the uniformity and quality of the products and services offered by our franchisees. We can modify the Franchise Operations Manual at any time. The modifications will become binding as soon as we send you notice of the modification. All mandatory provisions in the Franchise Operations Manual (whether they are included now or in the future) are binding on you, subject to the Professional Judgment exercised by the Medical Professional or any medical staff.

While the Franchise Operations Manual is intended to protect our reputation and goodwill of the Marks, you will be responsible for the day-to-day operation of your Franchised Business, and the Franchise Operations Manual is not designed to control the day-to-day operation of the Franchised Business.

9.2 General Guidance

We will, upon reasonable request, provide advice or guidance regarding your Franchised Business's operation based on reports or inspections or communications with you. We will provide reasonable marketing consulting, guidance and support throughout the Term we deem appropriate. Any advice will be given during our regular business hours and via written materials, electronic media, telephone or other methods, in our discretion. If a visit is provided at your request, you must reimburse us our expenses and pay our then-current training charges.



We maintain a staff to manage and operate the Gameday Men's Health System and our staff members can change as employees come and go. We cannot guarantee the continued participation by or employment of any of our shareholders, directors, officers, employees or staff.

9.3 Website

We will maintain a website for Franchised Businesses (“System Website”) that will include the information about your Franchised Business we deem appropriate. We may modify the content of and/or discontinue the System Website at any time in our sole discretion. We are only required to reference your Franchised Business on our System Website while you are in full compliance with this Franchise Agreement and all System standards. We must approve all content about your Franchised Business. We will own the System Website (including any webpages for your Franchised Business) and domain names. We intend that any franchisee website will be accessed only through this System Website.

9.4 Supplier Agreements

We may, but are not required to, negotiate agreements with suppliers to obtain products or services for our franchisees. If we negotiate an agreement, we may arrange for you to purchase the products directly from the supplier. We may receive rebates from these suppliers based on your purchases. We may also purchase certain items from suppliers in bulk and resell them to you at our cost (including overhead and salaries), plus shipping fees and a reasonable markup, in our sole discretion.

10. MANAGEMENT AND STAFFING

10.1 Owner Participation

If you are an Entity, you must designate an Owner who will be principally responsible for communicating with us about the Franchised Business (“Responsible Owner”). If you are an individual, you are the Responsible Owner. The Responsible Owner must have the authority and responsibility for the day-to-day operations of your Franchised Business. You acknowledge that a major requirement for the success of your Franchised Business is the active, continuing and substantial personal involvement, and hands-on supervision by your Responsible Owner. Your Responsible Owner must be actively involved in operating the Franchised Business on a full-time basis and provide on-site management and supervision, unless we permit you to delegate management functions to a Franchise Manager. If you appoint a new Responsible Owner then in addition to any Transfer conditions, that person must attend and successfully complete our initial training program at your sole cost and expense.

10.2 Franchise Manager

You may hire a manager to assume the Responsible Owner's responsibility for the daily in-person on-site management and supervision of your Franchised Business (“Franchise Manager”), but only if: (i) we approve the Franchise Manager in our commercially reasonable discretion; (ii) the Franchise Manager successfully completes the initial training program; and (iii) your Responsible Owner agrees to assume responsibility for the on-site management and supervision of your Franchised Business if the Franchise Manager is unable to perform his or her duties until such time that you obtain a suitable replacement Franchise Manager. We do not require that the Franchise Manager have an ownership interest in the legal entity of the Franchise owner. If you hire a new Franchise Manager, the new Franchise Manager must attend and successfully complete our initial training program at your sole cost and expense.

10.3 Staff

You must comply with all state and local laws and regulations regarding the staffing and management of a Clinic. You are responsible for appropriate staffing levels for your Franchised Business to ensure full compliance with this Franchise Agreement and our System standards. You are solely responsible to hire, train and supervise employees or independent contractors to assist you with the proper operation of the Franchised Business. You must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your and/or your Medical Professional's employees or as applicable, for your independent contractors. These employees and independent contractors will be your employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You agree to inform each of your employees and independent contractors you are exclusively responsible for supervising their activities and dictating the manner in which they perform their assigned tasks. In this regard, you must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, timecards and similar items.

You and the Medical Professionals, as appropriate, shall have sole responsibility and authority for all employment-related decisions, including employee hiring, promotion, firing, hours worked, rates of pay, benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not provide you with any advice or guidance on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee or independent contractor that you are his or her sole employer. You must also post a conspicuous notice for employees and independent contractors in the back-of-the-house area explaining your franchise relationship with us and that you (not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

11. BRAND FUND

The Brand Fund is used to promote public awareness of our brand and to improve our System. You are required to pay the Brand Fund Contribution. The Brand Fund may be administered by us or our affiliate or designees, at our discretion. We may use the Brand Fund for any expenditure that we, in our sole discretion, deem necessary or appropriate to promote or improve the System or the Gameday Men's Health brand.

To illustrate, these may include, but are not limited to, the following: (i) developing, maintaining, administering, directing, preparing or reviewing advertising and marketing materials, promotions and programs, including social media management; (ii) raising public awareness of any of the Marks; (iii) improving public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development (including social media) and search engine optimization; (vii) development and implementation of quality control programs and other reputation management functions; (viii) conducting market research; (ix) changes and improvements to the System; (x) covering the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) paying the proportionate salary share of our employees that devote time and provide services for advertising, promotion, collection, accounting or administration of the Brand Fund; (xii) preparing and distributing financial accountings of the Brand Fund; (xiii) developing training tools; and (xiv) paying our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead, or other expenses incurred in relation to any of these activities.



We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location, and all other matters pertaining to any of the previously listed activities. Any surplus amounts in the Brand Fund may be invested. Any unused funds collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable. The Brand Fund is not a trust, and we have no fiduciary obligations to you regarding our administration of the Brand Fund. An unaudited financial accounting of the operations of the Brand Fund, including deposits into and disbursements from the Brand Fund, will be prepared annually and provided to you upon written request.

We do not ensure that our expenditures from the Brand Fund in or a particular geographic area are proportionate or equivalent to the Brand Fund Contribution by our franchisees operating in that geographic area or that any of our franchisees benefit directly or in proportion to their Brand Fund Contribution. We reserve the right to change, merge, re-form or dissolve the Brand Fund in our discretion. We will not use the Brand Fund for advertising principally for the solicitation and sale of Franchises, but we reserve the right to include a notation in any advertisement or website indicating "franchises available" or similar phrasing. We may, upon 30 days' prior written notice to you, reduce or suspend Brand Fund Contribution and operations for one or more periods of any length and terminate and/or reinstate the Brand Fund. We will spend all amounts before any termination of the Brand Fund.

12. FRANCHISEE MARKETING AND ADVERTISING

12.1 Standards

All advertisements and promotions you create or use must be completely factual, conform to the highest standards of ethical advertising, comply with all federal, state and local laws, rules and regulations, and comply with our standards in the Franchise Operations Manual. You must ensure that your advertisements and promotional materials do not infringe upon the intellectual property or legal rights of others.

12.2 Promotional Programs

We may periodically create advertising and sales promotion programs and materials to enhance the collective success of all Gameday Men's Health franchisees operating under the System. You must participate in all rebates, giveaways, advertising and sales promotion programs in accordance with the terms and conditions that we specify. These promotional programs may require that you offer products or services at no charge or discounted rates. We may also request you purchase and use advertisements and promotional materials we designate for your Franchised Business.

12.3 Marketing Materials

You must order any sales and marketing material from us, or our designated suppliers (which may be an affiliate), that we require. We may create advertising and other marketing materials available, and make these available to you. We may charge you for these materials. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). We may also enter into relationships with third party suppliers who will create the advertising or marketing materials for your purchase.

12.4 Approval

We must approve all advertising and promotional materials we did not prepare or previously approve (including materials we prepared or approved and you modify) before you use them, including but not limited to, those related to any grand opening advertising, local advertising or online advertising that you

wish to conduct. We will be deemed to have disapproved the materials if we fail to issue our approval within 30 days after receipt. You may not use any advertising or promotional materials that we have disapproved (including materials that we previously approved and later disapproved of). If you utilize any advertising that we have not approved, we may assess a fee of \$500 for each use of the unauthorized advertising.

12.5 Grand Opening Advertising

You must spend at least \$2,000 to \$3,000 on approved grand opening marketing, advertising and promotion for your Franchised Business (“Grand Opening Program”) during the period commencing 15 days before and ending 30 days after the Opening Deadline. We will consult with you in connection with your Grand Opening Program. You agree to provide us with an accounting (in the form prescribed by us) of your expenditures for grand opening marketing, advertising and promotion upon our request. All expenditures for grand opening marketing, advertising and promotion will be in addition to your other marketing, advertising and promotion obligations under the Franchise Agreement.

12.6 Local Advertising Requirement

In addition to your required Brand Fund Contribution, you must spend \$2,000 per month on local advertising (“Local Advertising Requirement”). We may require you to pay some or all of the Local Advertising Requirement directly to us.

If you fail to spend the Local Advertising Requirement during, you will be required to pay the difference between the amount you spent and your Local Advertising Requirement to us, or the Brand Fund if established. You agree to participate at your own expense in all advertising, promotional and marketing programs we require, which may require that you offer products or services for sale at discounted prices or at no charge.

12.7 Online Advertising/Digital Marketing Fee/Meta Advertising Fee

You may not maintain a separate website, conduct e-commerce, or otherwise maintain a presence on the Internet in connection with your Franchised Business without our express written permission, which we may revoke at any time, in our sole discretion. Any website we permit you to establish will be subject to all of your marketing and advertising requirements under this Franchise Agreement and the Franchise Operations Manual or otherwise provided in writing. If you wish to utilize social media or advertise online, you must follow our online policy contained in our Franchise Operations Manual. Our online policy may change as technology and the Internet changes. We may require that you utilize our designated supplier for social media marketing services, at your expense. You may not use the Marks in any fundraising campaign, including crowdfunding. We may restrict your use of social media. We restrict your ability to independently market on the Internet, and we may not allow you to use any domain name, address, locator, link, metatag or search technique with words or symbols similar to the Marks. For additional local advertising you elect to conduct online, you must obtain our approval as described above in Section 12.4.

Beginning three months before the scheduled opening date of your Clinic, you will pay us our then-current monthly fee to provide or procure digital marketing services for your Clinic (“Digital Marketing Fee”). Currently, the Digital Marketing Fee is \$1,250 per Clinic per month for each of your first three Clinics; \$500 per month for each of your next three Clinics; and no additional monthly fee for your seventh and any subsequent Clinic you operate. The Digital Marketing Fee is used to provide and/or procure marketing, which may include custom microsite development and ongoing maintenance, optimized google rankings, Google My Business account management, keyword targeting, domain/keyword authority, local search engine optimization (SEO), on-page SEO, off page SEO, technical SEO audits, backlink building, landing page network buildouts, competitor analysis, copywriting, and reporting for your Clinic (“Digital

Marketing”). We may increase the Digital Marketing Fee by up to 20% each calendar year upon 60 days’ written notice. Additionally, for each Clinic you operate, you will pay a one-time \$1,500 digital marketing setup fee (“Digital Marketing Set-up Fee”).

We (or our affiliate or designated vendor) may require you to prepay your estimated monthly Meta (Facebook/Instagram) advertising spend (the “Meta Advertising Fee”). The prepaid amount of the Meta Advertising Fee will be based on your anticipated advertising budget for the applicable month. At the conclusion of each month, we will reconcile your actual Meta advertising spend against the prepaid amount. If actual spend exceeds the prepaid amount, you must pay the deficiency upon receipt of invoice. If actual spend is less than the prepaid amount, a credit will be applied to future Meta Advertising Fee or refunded, as we may determine, in our sole discretion. We reserve the right to adjust the required prepayment amounts based on historical performance, changes in advertising strategy, or platform requirements. This Meta Advertising Fee represents a pass-through cost for advertising and does not include any additional management or service fees unless we notify you otherwise. The Meta Advertising Fee is in addition to all other marketing and advertising fees.

If you fail to comply with required prepayment obligations or to maintain sufficient funding for the Meta Advertising Fee, we, in our sole discretion, may: (i) upon your first offense, suspend advertising campaigns for your Clinic for thirty (30) days; (ii) upon your second offense, suspend advertising campaigns for your Clinic for ninety (90) days; and (iii) upon a third or subsequent offense, permanently suspend advertising campaigns for your Clinic. Your non-compliance with required prepayment obligations relating to the Meta Advertising Fee on three (3) or more occasions is a default under this Franchise Agreement subject to termination in accordance with Section 24 hereof.

12.8 Advertising Cooperative

You must participate in any advertising cooperative that we require for the purpose of creating and/or purchasing advertising programs for the benefit of all franchisees operating within a particular region. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member. We may require that each cooperative operate with governing documents and prepare annual unaudited financial statements. We may form, change, dissolve or merge any advertising cooperative. Your participation in any cooperative must be in compliance with the provisions of the Franchise Operations Manual, which we may periodically modify at our discretion. We have the right to determine the composition of all geographic territories and market areas for each advertising cooperative. Franchisees in each cooperative will contribute an amount to the cooperative for each Franchised Business that the franchisee owns that exists within any cooperative’s geographic area. Each Gameday Men’s Health business we own that exists within the cooperative’s area will contribute to the cooperative on the same basis as franchisees.

12.9 Advisory Council

We may form, change, merge or dissolve an advisory council (“Council”) at any time, in our sole discretion, to advise us on advertising policies and to promote communications between us and all franchisees. Any such Council will be governed by bylaws that will specify that members of the Council would consist of both franchisees and franchisor representatives and will specify how members are selected, subject to any changes to such bylaws or structure we deem necessary in our sole discretion. Any Council would serve in an advisory capacity only. We may grant the Council any operational or decision-making powers we deem appropriate.



13. BRAND STANDARDS

13.1 Generally

You agree to operate your Franchised Business: (i) in a manner that will promote the goodwill of the Marks; and (ii) in full compliance with our standards and all other terms of this Franchise Agreement and the Franchise Operations Manual. Any required standards exist to protect our interests in the System and the Marks, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be in the Franchise Operations Manual or other written materials and may be periodically modified over the Term. To protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

13.2 Authorized Products and Services

The products or services offered by the Franchised Business are subject to change upon notice to you, and we do not represent that your Franchised Business will always be permitted or required to offer all of the products or services currently offered. You agree to offer all products and services we require from time to time. You may not offer any other products or services at your Franchised Business without our prior written permission. You must ensure that the Medical Professional endorses and utilizes the approved equipment products and services at the Clinic, so that the Franchised Business at all times offers and sells approved products and services only in the manner we have approved. Notwithstanding the foregoing, the Medical Professional will retain clinical autonomy and, at no time, will we, you or our affiliates attempt to or actually control, manage or otherwise dictate any medical services to be performed by any medical personnel to any patients or otherwise attempt to control the doctor-patient relationship or practice of medicine.

You may incur additional expenses to offer new or remove products or services. Our addition, modification or deletion of one or more products or services will not constitute a termination of this Franchise Agreement. You will not enter into any agreements with any third parties that can process orders for you on your behalf without our express written permission, which we may revoke at any time, in our sole discretion. We may, but are not required to, create Gameday Men's Health proprietary products for sale at your Franchised Business.

You agree to maintain an adequate inventory of all items in accordance with the Franchise Operations Manual. If required by the Franchise Operations Manual or otherwise in writing, you agree to purchase or lease certain products and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliates). You acknowledge that our right to specify the suppliers you may use and add or remove suppliers is necessary and desirable. This right allows us to control the uniformity and quality of products and services used, sold or distributed in connection with the development and ongoing operation of your Franchised Business, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we choose to do so, and protect the reputation and goodwill associated with the System and the Marks. If we receive rebates or other financial consideration from these suppliers based upon your purchases or any other of our franchisee's purchases, we have no obligation to pass these amounts on to you or to use them for your benefit. If we do not require you to use a designated source or approved supplier for a particular item, you may purchase the item from any vendor you choose so long as your purchases conform to our System and specifications. We may restrict the sourcing of current and future items.

If you wish to purchase any items or supplies from a supplier we have not approved or wish to offer any new product or service we have not authorized in writing, you must send us a written notice specifying the supplier's name and qualifications or product or service information and provide any additional information we request. We will approve or reject your request within 30 days after we receive your notice and all additional information (and samples) that we require. If we fail to issue our approval within the 30-day period, it will have the same effect as a rejection to the request. You must reimburse us for all costs and expenses we incur in reviewing a proposed supplier, product or service within 10 days of our invoice. We may revoke approval of any supplier, product or service in our sole discretion in which case you must stop purchasing from such supplier or offering such product or service upon our written notice. At the time the Clinic opens for business, you will stock the initial inventory of supplies, equipment and materials prescribed by us and/or required by the Medical Professional. Thereafter, you will stock and maintain all types of supplies, equipment and materials which we prescribe or are required by the Medical Professional, in quantities sufficient to meet reasonably anticipated customer demand. Additionally, requirements relating to equipment and products to be used in connection with medical services provided to patients by the Medical Professional will be subject to the Medical Professional's approval.

13.3 Equipment Maintenance and Changes

You agree to keep any equipment used in the operation of your Franchised Business in good condition and promptly replace or repair any equipment that is damaged, worn out or obsolete. We may require that you add new equipment or change, upgrade or replace your equipment, which may require you to make additional investments. You acknowledge that our ability to require franchisees to make significant changes to their equipment is critical to our ability to administer and change the System, and you agree to comply with any such required change within a reasonable time period designated by us, unless prohibited by applicable law.

13.4 Hours of Operation

You must keep your Franchised Business open for the minimum hours and minimum days of operation as specified in the Franchise Operations Manual, which may change over the Term. Your Franchised Business must be open every day of the year, other than those approved national holidays listed in the Franchise Operations Manual, unless otherwise agreed to by us. We may require you to establish specific hours of operation and submit those hours to us for approval.

13.5 Customer Issues

You acknowledge the importance to the System and uniform standards of quality, service and customer satisfaction, and recognize the necessity of opening and operating a Franchised Business in conformity with the System. You agree to manage the Franchised Business in an ethical and honorable manner, and ensure that all those working at the Franchised Business provide courteous and professional service to Patients. If you receive a customer complaint, you must promptly follow the complaint resolution process we specify to protect the goodwill associated with the Marks. Also, if we are contacted by a Patient of your Franchised Business who wishes to lodge a complaint, we reserve the right to address the Patient's complaint to preserve goodwill and prevent damage to the Marks. Our right to address complaints may include refunding money to a dissatisfied Patient, in which case you must reimburse us for these amounts including the value of any gift card, refund or other value we provide to the customer as part of addressing the issue.

We, or our authorized representative, shall have the right, during regular business hours, or at such other times as we may mutually agree upon, to inspect all documents and records related to the Franchised Business, except those protected by HIPAA or other similar patient confidentiality laws.

13.6 Standards Compliance

You acknowledge the importance of every standard and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks.

13.7 Payment Vendors and Data Security

You agree to maintain, at all times, credit card relationships with the credit and debit card issuers or sponsors, check or credit verification services, financial center services, payment providers, merchant service providers, loyalty and gift cards, and electronic fund transfer systems (together, “Payment Vendors”) that we may periodically designate as mandatory. The term “Payment Vendors” includes, among other things, companies that provide services for electronic payment. You agree not to use any Payment Vendor for which we have not given you our prior written approval or to which we have revoked our earlier approval. We may modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and revoke our approval of any service provider. You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC, or any successor organization or standards we may reasonably specify. You agree to implement the enhancements, security requirements and other standards that PCI Security Standards Council, LLC (or its successor) requires of a merchant that accepts payment by credit and/or debit cards or electronic payments.

13.8 Gift Cards and Loyalty Programs

You agree to participate in our gift card and loyalty programs, if any, and agree to make gift cards and loyalty programs available for purchase and redemption at your Franchised Business subject to the policies and procedures in the Franchise Operations Manual.

13.9 Privacy

You agree to comply with all applicable international, federal, state and local laws pertaining to the privacy of patient, employee and transactional information (“Privacy Laws”). You agree to research and proactively ensure that your Franchised Business is in compliance with Privacy Laws, which may vary depending on the location of your Franchised Business. You also agree to comply with our standards and policies pertaining to Privacy Laws. You agree to inform us of any conflict between our standards and policies and any local or state Privacy Laws that govern your Franchised Business ensure that your conduct complies with all those local or state Privacy Laws.

13.10 Remodeling

You agree to remodel and make all improvements and alterations to your Franchised Business we reasonably require from time to time to reflect our then-current image, appearance and Clinic specifications. There is no limitation on the cost of any remodeling that we may require. You will not cause or allow any furnishings, fixtures, equipment, signs, décor, ATM machines, vending machines, video games, juke boxes, public telephone, or other type of vending machines to be installed on the Clinic without our prior approval. However, we will not be required to approve any proposed remodeling or alteration that would conform to our then-current standards, specifications or image requirements. You agree to complete any remodel of the Clinic within nine months after receiving our written request specifying the requirements.

13.11 Mystery Shopper

At any time, we reserve the right to engage the services of one or more mystery shoppers or quality assurance inspection firms who will inspect your Franchised Business for quality control purposes. These



inspections may address a variety of issues, including, but not limited to, customer service, sanitation, and inventory rotation. You agree to fully cooperate with any such inspection.

13.12 Clinic Maintenance

You agree to maintain your Clinic in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations at your sole expense, to comply with our standards and specifications. Without limiting these obligations, you agree to take the following actions at your sole expense: (i) thorough cleaning, repainting and redecorating of the interior and exterior of the Clinic at the intervals we may prescribe (or at such earlier times that such actions are required or advisable); and (ii) interior and exterior repair of the Clinic as needed. You agree to comply with any maintenance, cleaning or facility upkeep schedule we prescribe from time to time.

13.13 Co-Branding

Our affiliate has plans to open a Her Way Women's Health franchise. Once this occurs, if you acquire a Her Way location, we may approve you to operate your Clinic in a co-branded, co-located, or shared-premises arrangement with a Her Way Women's Health business. If we, exercising our sole discretion, approve you to do so, you must enter into a Co-Branding / Co-Location Addendum to the Franchise Agreement which may impose additional requirements relating to site approval, floor plan, signage, separation of brands, approved shared resources, staffing, websites, social media, technology systems, books and records, and de-branding or separation obligations if the arrangement later ends. You must be an existing Her Way Women's Health franchisee or sign a separate franchise agreement with Her Way Women's Health in order to be eligible to be approved for Co-Branding and Co-Location at the Clinic.

14. TECHNOLOGY

14.1 Technology

You must utilize the technology, including software, computer hardware and components, point of sale system, cash register(s), communication equipment, and other related accessories or peripheral equipment (collectively, "Technology") that we require. We may change the Technology you must use for your Franchised Business at any time. You will utilize the Technology with the Franchised Business under our policies and procedures in the Franchise Operations Manual. You must pay the Technology Fee for the use of certain technologies used in the operation of your Franchised Business. For other required Technology, you agree at your expense to use any approved supplier we require. We may change or add approved suppliers of this Technology at any time, in our sole discretion. You will, at your expense, purchase and maintain any required communication services, Internet services (including the requirement to maintain a high-speed Internet connection), dedicated telephone and power lines. You acknowledge and agree that changes to Technology are dynamic and not predictable within the Term of this Franchise Agreement. To provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we may establish, in writing, reasonable new standards for implementing Technology in the System and you agree to comply with those reasonable new standards we establish as if we periodically revised this Section for that purpose. You will keep the Technology in good maintenance and repair, and you will promptly install, at your expense, any additions, changes, modifications or substitutions to Technology, as we may specify periodically. There is no limitation on the frequency and cost of your obligation to maintain, update or upgrade your Technology or its components. You acknowledge that you are solely responsible for protecting your Franchised Business from computer viruses, bugs, failures, data breaches and attacks by hackers and other unauthorized intruders in the Technology.

14.2 Proprietary Software

We may also develop proprietary software or technology that must be used by Gameday Men's Health franchisees. If this occurs, you agree to enter into a license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. The license agreement will govern the terms under which you may utilize this software or technology. We also reserve the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to you, in which case we may charge you for all amounts we must pay to the licensor based on your use of the software or technology.

14.3 Our Access

You will provide any assistance we require to connect to the Technology. We will have the right at any time to retrieve data and other information from your Technology as we, in our sole discretion, deem necessary or desirable. You shall ensure that we have access at all times to any Technology we request, at your cost. You must provide us with any and all requested codes, passwords and information necessary to access your Technology. You must receive our prior approval before changing such codes, passwords and other necessary information. There are no contractual limitations on our right to access your Company System for information and data. Without limiting the generality of anything else contained herein, the rights and obligations of this Section 14.3 are subject to any applicable laws pertaining to the privacy of consumer, employee, and transactional information, including but not limited to the federal Health Insurance Portability and Accountability Act HIPAA and all related laws and regulations ("HIPAA").

15. TRANSFER BY US

This Franchise Agreement is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Franchise Agreement and we shall only remain responsible and liable for the performance of our obligations under this Franchise Agreement up to the effective date of the assignment. You agree to accept and continue the performance of this Franchise Agreement with any assignee(s) or other legal successor(s) to our interest and recognize and agree that the assignee(s) or other legal successor(s) shall be entitled to all rights and benefits as if it were the original franchisor under this Franchise Agreement. We may also delegate some or all of our obligations under this Franchise Agreement to one or more designees without assigning this Franchise Agreement.

We may change our ownership or form and/or assign this Franchise Agreement and any other agreement to a third party without restriction. After our assignment of this Franchise Agreement to a third party who expressly assumes the obligations under this Franchise Agreement, we no longer will have any performance or other obligations under this Franchise Agreement.

16. TRANSFER BY YOU

16.1 Approval

For purposes of this Franchise Agreement, "Transfer" means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree) assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the Franchise Agreement, the Franchised Business (or any portion thereof), or a direct or indirect ownership interest in an Entity that is the franchisee (or any interest therein), including by merger or consolidation, by issuance of additional securities representing an ownership interest in the Entity that is the franchisee, or by operation of law, will or a trust upon the death of an Owner (including the laws of intestate succession). For the avoidance of doubt, a change of control includes any direct or indirect change in the ability to control or direct Franchisee, including through a



change in the governance, trusteeship, or control of any trust or other entity that directly or indirectly owns an interest in Franchisee.

Neither you nor any Owner may engage in any Transfer without our prior written approval. Any Transfer without our approval shall be void and constitute a breach of this Franchise Agreement. Our consent to a Transfer shall not constitute a waiver of any claims we may have against you or the Owners, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the Franchise Agreement by the transferee.

16.2 Our Right of First Refusal

If you or an Owner desire to engage in a Transfer, you or the Owner, as applicable, must obtain a bona-fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase the Franchised Business (our “Right of First Refusal”). If we notify you that we intend to purchase the Franchised Business within such 30-day period, you or the Owner, as applicable, must sell the Franchised Business to us on the same terms as contained in the offer you received; provided that we may substitute cash for any non-cash form of payment proposed in the offer.

We will have at least 30 additional days to conduct a due diligence review and to prepare for closing. You agree to provide us with all information and records we request about the Franchised Business, and we will have the absolute right to terminate the obligation to purchase the Franchised Business for any reason during the due diligence period. You and we will act in good faith to agree on the terms and conditions of the written offer, and closing will take place on the 61st day following our receipt of your offer. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of this Section (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after your receipt of the offer, or there is a material change in the terms of the sale, we will again have the Right of First Refusal specified in this Section. If there is any change to the terms of the sale after you submit the bona-fide, signed written offer, then you acknowledge and agree that our Right of First Refusal will restart and you must submit the new written offer to us and you further agree that the Transfer cannot be completed until you have done so.

Our Right of First Refusal is fully transferable by us to any affiliate or third party. We or our designee may exercise our Right of First Refusal even if we will be operating a different Model than you have operated.

16.3 Transfer Conditions

We will not unreasonably withhold our approval of any proposed Transfer; provided that the following conditions are all satisfied (“Transfer Conditions”):

16.3.1 Written Notice. You have provided us with written notice of the proposed Transfer at least 45 days before the transaction. You must also submit a copy of the proposed purchase agreement together with all supporting documents and schedules between you and the proposed transferee to us for our review to ensure that the Transfer does not violate any term of this Franchise Agreement.

16.3.2 Qualified Transferee. The proposed transferee is, in our opinion, an individual of good moral character with sufficient business experience, aptitude and financial resources to own and operate a Franchised Business and otherwise meets all of our then-applicable standards for franchisees and the

purchase price and terms of the proposed transfer must not be so burdensome to the prospective transferee as to impair or threaten the future operation of the Franchised Business. If you operate a DCO Model, the proposed transferee must also be permitted to operate a DCO Model under applicable laws.

16.3.3 Monetary Obligations. All of your monetary obligations to us and our affiliates have been paid in full and you and the Owners are in full compliance with the terms of this Franchise Agreement and all other agreements with us or our affiliate(s).

16.3.4 Training. The transferee has (or if the transferee is an Entity, its approved Responsible Owner and any Franchise Manager have) successfully completed, or made arrangements to attend, the initial training program (and the transferee has paid us the training fee for each new person who must attend training). The transferee (or its Medical Professional if it is a new Medical Professional) must also successfully complete our required medical training, or receive a waiver from us for medical training requirements.

16.3.5 Licenses and Permits. The transferee and its owners and/or its Medical Professionals, to the extent necessary, have obtained all licenses and permits required by applicable law to own and operate the Franchised Business.

16.3.6 New Agreements. You must request that the transferee be provided with our then-current form of franchise disclosure document. You agree that we will not be liable for any representations that you or your Owners make that are inconsistent with such franchise disclosure document. The transferee and its owners sign our then-current form of franchise agreement and related documents, including, but not limited to, our then-current form of Franchise Owner Agreement or other guaranty (unless we, in our sole discretion, instruct you to assign this Franchise Agreement to the transferee), except that: (i) the Term and successor term(s) shall be the Term and successor term(s) remaining under this Franchise Agreement; and (ii) the transferee does not need to pay a separate initial franchise fee. The transferee must execute either (a) a new MSA with the Medical Professional (or an assignment of the existing MSA, if applicable), which MSA shall be subject to our prior approval, or (b) a Waiver of Management Agreement if the transferee and its counsel determine a MSA is not required.

16.3.7 Transfer Fee. You pay us a transfer fee of \$10,000 per Clinic (“Transfer Fee”). You will pay the Transfer Fee to us as follows: (i) \$1,000 non-refundable deposit at the time of your transfer application request; and (ii) the remaining balance shall be due at or before the time you complete the approved Transfer.

16.3.8 General Release. You and each of your Owners sign a general release in the form we prescribe for all known and unknown claims against us, our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, arising before or contemporaneously with the Transfer. If the proposed transferee has any previous relationship with us or our affiliates, then the proposed transferee must also execute a general release.

16.3.9 Right of First Refusal. We do not elect to exercise our Right of First Refusal.

16.3.10 Subordination. We may, in our sole discretion, require you to enter into an agreement with us to subordinate the transferee’s obligations to you to the transferee’s financial obligations owed to us under the Franchise Agreement.

16.3.11 Broker Costs. You must pay any broker costs, commissions or other placement fees we incur as a result of the Transfer.



16.3.12 Clinic. Your landlord consents to your assignment of the lease for the Clinic to the transferee, or the transferee is diligently pursuing an approved substitute location within the Territory.

16.3.13 Remodel. You must remodel your Clinic to comply with our then-current standards and specifications, or you obtain a written commitment from the transferee to do so.

16.3.14 Other Conditions. You and each of your Owners agree to comply with all obligations that survive the termination, expiration or Transfer of this Franchise Agreement. The transfer must be made in compliance with any laws that apply to the transfer including all laws governing the offer and sale of franchises. You or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

16.4 Transfer to an Entity

If you entered into this Franchise Agreement as one or more individual(s), you may transfer your ownership interests to an Entity provided that: (i) the Owner or Owners of the Entity are the same persons who signed this Franchise Agreement and (ii) you comply with the Transfer Conditions. Our Right of First Refusal will not apply for a Transfer conducted under this Section and you must reimburse us for all of our fees and costs, including attorney fees (in lieu of the Transfer Fee), associated with your Transfer to the Entity. In lieu of entering into a new Franchise Agreement, you will be required to enter into any required documentation, which may include an approval of transfer agreement, a general release of claims and a Franchise Owner Agreement in the forms we prescribe.

16.5 Death or Disability

Upon the death or disability of you (if you are an individual) or of an Owner (if you are an Entity), your interest in the Franchised Business or the Owner's ownership interest in you, as applicable, must be assigned to a third party or another Owner approved by us within 180 days of such person's death or disability. For purposes of this Section, a person is deemed to have a disability only if the person has a medical or mental illness, problem or incapacity that would prevent the person from substantially complying with his or her obligations under this Franchise Agreement or otherwise operating the Franchised Business in the manner required by this Franchise Agreement and the Franchise Operations Manual for a continuous period of at least 90 consecutive calendar days, and where recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, the existence of disability will be determined by a licensed practicing physician selected by us, upon examination of the person; or if the person refuses to submit to an examination, then (for the purpose of this Section) the person automatically will be considered disabled as of the date of refusal. Your (or the deceased Owner's) estate or legal representative must apply to us for the right to Transfer to the next of kin within 120 calendar days after your or your Owner's death or disability. We may appoint an Interim Manager and charge you the Management Fee in the event the Franchised Business is negatively impacted by such death or disability of Owner.

17. INTELLECTUAL PROPERTY

17.1 Ownership and Use of Intellectual Property

For purposes of this Franchise Agreement, "Intellectual Property" means the Marks, our copyrighted materials, "Confidential Information" (defined below), the System and "Improvements" (defined below). You acknowledge that: (i) we, or our affiliate, if applicable, are the sole and exclusive owner of the Gameday Men's Health Intellectual Property and the goodwill associated with the Marks; (ii) your right to use the Intellectual Property is derived solely from this Franchise Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Franchised Business during the



Term pursuant to, and only in compliance with, this Franchise Agreement, the Franchise Operations Manual, and all applicable standards, specifications and operating procedures we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service, or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Franchise Operations Manual governing your use of the Intellectual Property. This Franchise Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property. You agree that during the Term of this Franchise Agreement and after its termination, expiration or Transfer you will not, directly or indirectly, contest our interest in the Intellectual Property.

For purposes of this Franchise Agreement, “Confidential Information” means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Franchised Business (subject to compliance with HIPAA and other applicable law), including, but not limited to, client lists, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System, the Franchise Operations Manual, written directives and all drawings, equipment, computer and point of sale programs (and output from such programs), knowledge of the operating results and financial performance of Clinic(s) and Franchised Business(es); and any other information, know-how, techniques, material and data imparted or made available by us to you.

For purposes of this Franchise Agreement, “Improvements” means any improvements or additions to the System, marketing, method of operation, or the products or services offered by a Franchised Business.

If you operate a MSO Model, the terms of this Section 17 shall also apply to your Medical Professional to the extent permitted by applicable law, and you shall be responsible for ensuring your Medical Professional’s compliance with the terms of this Section 17.

17.2 Changes to Intellectual Property

We, or our affiliate, if applicable, may modify the Intellectual Property at any time in our, or their, sole and absolute discretion, including by changing the Marks, the System, any applicable copyrights, or the Confidential Information. If we, or our affiliate, as the case may be, modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days, at your expense. Neither we nor our affiliate, as the case may be, will be liable to you for any expenses, losses or damages you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

17.3 Use of Marks

You agree to use the Marks as the sole identification of your Franchised Business; provided, however, you must identify yourself as the independent owner of your Franchised Business in the manner we prescribe. You may not use any Marks in any modified form or as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you by this Franchise Agreement). You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate, and in the manner we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument, or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours. You agree that any use of the Marks by you and your Franchised Business shall contribute and inure to our benefit.

Upon our request, you agree to display in a conspicuous location in your Clinic, a sign containing a notice stating that your Franchised Business is owned and operated independently by you.



17.4 Use of Confidential Information

You acknowledge that you will use the Confidential Information only in operating the Franchised Business, and you will not disclose Confidential Information to others, except as expressly authorized by this Franchise Agreement. You will take all actions to preserve the confidentiality of all Confidential Information, including safeguarding access to the Franchise Operations Manual. You will not copy or permit copying of Confidential Information. Your obligations under this Section begin when you sign this Franchise Agreement and continue for trade secrets as long as they remain secret, and, for other Confidential Information, for as long as we continue to use the information in confidence (even if edited or revised) plus an additional three years afterwards. We will respond promptly and in good faith to any inquiries you have about continued protection of any Confidential Information.

Subject to HIPAA and all other applicable laws, any data you collect, create, provide or otherwise develop (including, but not limited to, customer/patient lists) is (and will be) owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We license use of such data back to you, at no additional cost, solely for the Term of this Franchise Agreement and solely for your use in connection with the Franchised Business. You agree to provide us with the information we reasonably require regarding data and cybersecurity requirements. You agree to indemnify us for any loss of data, including, but not limited to, customer information resulting from a breach of such data caused, in whole or in part, by you. Notwithstanding the foregoing, you are responsible for complying with all applicable law related to your files.

The restrictions on the disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney, and for use of the Confidential Information in such court proceeding, so long as any document containing the Confidential Information is filed under seal and Confidential Information is not otherwise disclosed pursuant to a court order.

We do not make any representation or warranty that your use of the System and Confidential Information will not infringe on the patent, copyright or other proprietary rights of third parties. You agree that we will have no liability to you if the System and/or any Confidential Information is held not to be secret or confidential or in the event that any infringement of others' proprietary rights occurs because of your use of the System and Confidential Information.

17.5 Improvements

If you, or your Medical Professional, conceive of or develop any Improvements, you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval before using any such Improvements. Any Improvement we approve may be used by us and any third parties we authorize, without any obligation to pay you royalties or other fees. You must assign all rights to any such Improvement, including the right to grant sublicenses, to us or our designee, without charge. In return, we will authorize you to use any Improvements we or other franchisees develop that we authorize for general use with the operation of a Franchised Business. These obligations shall survive the termination, expiration or Transfer of this Franchise Agreement.

17.6 Notification of Intellectual Property Issues

You must notify us as soon as possible, but no later than three business days of any: (i) apparent infringement of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property;



or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding, or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

18. BRAND COVENANTS

The covenants in this Section 18 shall be referred to as the “Brand Covenants.”

18.1 Reason for Covenants

You acknowledge that the System is distinctive and has been developed by us and/or our affiliates at great effort, time and expense, and that the Intellectual Property and the training and assistance we provide would not be acquired except through implementation of this Franchise Agreement. You also acknowledge that competition by you, the Owners, or persons associated with you or the Owners (including family members) could jeopardize the entire System because you and the Owners have received an advantage through knowledge of our day-to-day operations and Confidential Information related to the System. Accordingly, you and the Owners agree to comply with the Brand Covenants described in this Section to protect the Intellectual Property and our System. If you operate a MSO Model, the terms of this Section 18 shall also apply to your Medical Professional to the extent permitted by applicable law, and you shall be responsible for ensuring your Medical Professional’s compliance with the terms of this Section 18.

18.2 Unfair Competition During the Term

For purposes of this Franchise Agreement, “Competitive Business” means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by the Franchised Business; or (ii) provides or offers to provide Healthcare Services or MSO Services or any other services the same as or similar to the type of services sold by the Franchised Business, but excludes a Franchised Business operating under a franchise agreement with us. A Competitive Business shall not include ownership of up to five percent (5%) of any publicly held company or mutual fund that owns, operates, has an interest in, or controls any business that otherwise would meet the definition of a Competitive Business.

You agree not to compete with us during the Term by engaging in any of the following activities (“Prohibited Activities”): (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in any Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); or (iii) inducing any customer of ours (or of one of our affiliates’ or franchisees’) to transfer their business to you or to any other person that is not then a franchisee of ours.

18.3 Unfair Competition After the Term

For purposes of this Section, the “Restricted Period” means a period of 2 years after the termination, expiration or Transfer of this Franchise Agreement. For purposes of this Section, the “Restricted Territory” means the geographic area within: (i) a 10-mile radius of the Franchised Business; and (ii) a 10-mile radius from all other Gameday Men’s Health businesses that are operating or under construction as of the date of the termination, expiration or Transfer of this Franchise Agreement.



During the Restricted Period, you agree that you will not engage in any Prohibited Activities within the Restricted Territory and that you will cause each of your Owners to not engage in any Prohibited Activities within the Restricted Territory. If you or any Owner engages in a Prohibited Activity within the Restricted Territory during the Restricted Period, then the Restricted Period applicable to you (and applicable to each non-compliant Owner under the Franchise Owner Agreement) will be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

You further represent that enforcement of these covenants will not prevent you from earning a livelihood or engaging in a lawful business that does not conflict with our legitimate interests. You and we agree that these covenants will be interpreted and enforced to the fullest extent permitted by applicable law, including under any “rule of reason” or similar standard used to evaluate the enforceability of restrictive covenants.

18.4 Employees and Others

Any Franchise Manager and, if you are an Entity, any officer that does not own equity in you must sign our current System Protection Agreement. You must ensure that all of your employees, officers, directors, partners, members, independent contractors, and other persons associated with you or your Franchised Business (as well as any Medical Professionals) who may have access to our Confidential Information, and who are not required to sign a System Protection Agreement, sign the Confidentiality Agreement before having access to our Confidential Information. You must use your best efforts to ensure these individuals comply with the terms of the Confidentiality Agreements and System Protection Agreements, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all expenses we incur in enforcing a Confidentiality Agreement or System Protection Agreement, including reasonable attorney fees and court costs.

18.5 Covenants Reasonable

The parties agree that the Brand Covenants will be construed as independent of any other covenant or provision of this Franchise Agreement. It is the parties’ intent that the provisions of this Section be judicially enforced to the fullest extent permissible under applicable law. If all or any portion of any Brand Covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, you agree to be bound by any lesser covenant subsumed within the terms of such Brand Covenant that imposes the maximum duty permitted by law, as if the resulting Brand Covenant were separately stated in and made a part of this Section. Accordingly, the parties agree that any reduction in scope or modification of any part of the non-competition provisions contained herein shall not render any other part unenforceable. You acknowledge and agree that: (i) the terms of this Franchise Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other Gameday Men’s Health franchisees benefits you and the Owners because it prevents others from unfairly competing with your Franchised Business; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Franchise Agreement. You hereby waive any right to challenge the terms of the Brand Covenants as being overly broad, unreasonable or otherwise unenforceable.

We have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any Brand Covenant without your consent (before or after any dispute arises), effective when we give you written notice of this reduction and you agree to comply with any modifications to the Brand Covenants.

18.6 Breach of Covenants

You agree that failure to comply with the terms of Brand Covenants will cause substantial and irreparable damage to us and/or other Gameday Men's Health franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Section 18 will entitle us to injunctive relief. We may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). Notwithstanding the foregoing, if a court requires the filing of a bond, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us, at law or in equity, under this Franchise Agreement are mutually exclusive, and may be combined with others, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense or cause of action you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of the Brand Covenants.

19. INSURANCE

Before your Franchised Business first opens for business, you will obtain the types and amounts of insurance specified in this Section. You will maintain all required insurance in force during the Term of this Franchise Agreement, and you will obtain and maintain any additional or substituted insurance coverage, limits or amounts as we may periodically require. Your compliance with these insurance provisions does not relieve you of any liability under any indemnity provisions of this Franchise Agreement.

We currently require you to maintain the following insurance coverages:

Insurance for the DCO Model

Before opening your Clinic, you will purchase and maintain in full force the following insurance coverage:

- a. Commercial general liability insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, and medical expenses with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
- b. Automobile liability insurance for vehicles used in the operation of your Clinic, including for owned, non-owned, scheduled, and hired vehicles with limits for bodily injuries of no less than \$500,000 per person and \$1,000,000 per accident and property damage limits of \$50,000 per occurrence;
- c. Medical professional liability insurance that covers all medical practitioners with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- d. Excess liability umbrella coverage for general and automobile liability for not less than \$1,000,000 per occurrence and 2,000,000 in the aggregate;
- e. Employer's liability and worker's compensation insurance with the greater of the minimum state-specific limits or the specific limits we specify;
- f. Business interruption insurance of not less than \$50,000 per month for loss of income and other expenses with a limit of not less than nine months of coverage;
- g. Comprehensive crime and blanket employee dishonesty insurance of not less than \$50,000; and

h. Comprehensive cybercrime insurance coverage for losses relating to security breaches such as malware, ransomware, and similar attacks that may threaten Patient and Clinic medical and financial information with limits of no less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

Insurance under the MSO Model

If your franchise relationship is based on the MSO Model, and unless otherwise required by applicable law, you will purchase the insurance identified in subsections (a), (b), and (d) through (h) above, and your Medical Professional will purchase the professional liability insurance identified in subsection (c) above. Applicable law may require the Medical Professional and you to purchase additional insurance or a different mixture of the above insurance.

Our insurance requirements are subject to change during the Term of this Franchise Agreement, and you agree to comply with each such change. You agree to provide us a copy of your Certificate of Insurance or other proof of coverage before opening, within 10 days of any renewal of a policy, and at any other time on demand. You agree to obtain these insurance policies from insurance carriers rated “A” or better by A.M. Best & Company, Inc. and that are licensed and admitted in the state in which you operate your Franchised Business. All insurance policies (except for employment liability insurance policies) must be endorsed to: (i) name us, any affiliate we require, and our members, officers, directors and employees as additional insureds (“Additional Insureds”); (ii) contain a waiver by the insurance carrier of all subrogation rights against us; and (iii) provide that we receive 30 days’ prior written notice of the termination, expiration, cancellation or modification of the policy. If any of your policies fail to meet these criteria, then we may disapprove the policy and you must immediately find additional coverage with an alternative carrier satisfactory to us. Upon 10 days’ notice to you, we may increase the minimum protection requirement as of the renewal date of any policy and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards, or other relevant changes in circumstances.

If you fail to maintain any required insurance coverage, we have the right to obtain the coverage on your behalf (which right shall be at our option and in addition to our other rights and remedies in this Franchise Agreement), and you must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to us, within 10 days after invoicing, all costs and premiums we incur, plus a monthly administrative surcharge (currently \$500 per month), which we may increase at any time and any amount after giving you no less than 10 days’ prior written notice.

20. REPORTING REQUIREMENTS

20.1 Books and Records

You agree to record all transactions and Gross Revenue of your Franchised Business and the Clinic in the manner we specify. You agree to prepare and maintain for at least seven years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Franchised Business and the Clinic including a list of all customers/patients that your Franchised Business does business with and all contracts that your Franchised Business enters into. You must send us copies of your books, records, customer data and contracts within five days of our request, subject to HIPAA and other applicable law. This obligation survives the expiration, termination or Transfer of this Franchise Agreement.

20.2 Reports

You will prepare and submit other reports and information about your operations as we may request in writing or as required by the Franchise Operations Manual. You will submit all required reports in the formats and by the due dates specified in the Franchise Operations Manual. We may modify the deadline days and times for submission of all reports. If you do not submit any report by the due date, we will debit your Franchise Account a late fee of \$500 per occurrence and \$100 per day until you submit the required



report. We may require, in our sole discretion, that certain reports be certified as accurate and complete by you, your owners or your chief financial officer, and that they be submitted in certain methods or formats. If requested by us, your profit and loss statements and balance sheets must be certified by a certified public accountant at your expense. You must also make your certified public accountant available and cover the cost for him or her to consult with us concerning these statements and balance sheets.

20.3 Financial and Tax Statements

You will deliver a balance sheet, profit and loss statement, statement of cash flows and explanatory footnotes prepared under generally accepted accounting principles applied on a consistent basis (“Financial Statements”) to us within the time period required by the Franchise Operations Manual. You must also prepare annual Financial Statements within 30 days of the end of your fiscal year. All Financial Statements must be in the form specified by us and must conform to our standard chart of accounts as prescribed by us. We have the right to use such Financial Statements in our franchise disclosure document to make financial performance representations and to share these reports on a system-wide intranet or other similar means.

You must also provide us with complete signed copies of all state sales tax returns and state and federal income tax returns covering the operation of the Franchised Business within 30 days of filing. If you do not submit the Financial Statements or tax returns to us by the deadline, you will be required to pay a late fee of \$100 per occurrence and \$100 per week until you submit required Financial Statements or tax returns.

20.4 Legal Compliance

You and/or your Medical Professional must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Franchised Business. You must also operate and manage your Franchised Business in full compliance with all applicable laws, ordinances, rules and regulations, including, without limitation, HIPAA, government regulations relating to healthcare, occupational hazards, health, worker’s compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You are solely responsible for complying with all federal, state and local tax laws. You also agree to timely pay all applicable federal, state and local taxes, and timely file all returns, notices and other forms required to comply with all federal, state and local tax laws in connection with the operation of the Franchised Business. It is your responsibility to make sure that you comply with all laws that are applicable to the Technology.

You must notify us in writing within three business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Franchised Business or your financial condition. You must comply with all state and local laws and regulations regarding the staffing and management of a Clinic. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency involving any health or safety law, rule or regulation that reflects a claim you have failed to fully comply with the law, rule or regulation.

You agree to comply and to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, you certify, represent and warrant that none of your property or interests is subject to being blocked under, and that you and the owners otherwise are not in violation of, any of the Anti-Terrorism Laws. “Anti-Terrorism Laws” mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, rules, regulations, policies, lists and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or the Owners, or any blocking of your or the Owners’ assets

under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Franchise Agreement.

21. INSPECTION AND AUDIT

21.1 Inspections

To ensure compliance with this Franchise Agreement, subject to applicable law, we or our representatives will have the right to enter your Clinic, evaluate your Franchised Business operations, and inspect or examine your books, records, accounts and tax returns. We may also interview personnel and customers of the Franchised Business. Our evaluation may include observing or participating during business hours. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Franchised Business, and you, your employees and independent contractors will cooperate and not interfere with our inspection. You consent to us accessing your Technology and retrieving any information we deem appropriate in conducting the inspection.

If any such inspection indicates any deficiency or unsatisfactory condition, including quality, cleanliness, service, health and authorized product line, we will notify you in writing of your noncompliance with the System, Franchise Operations Manual, or this Franchise Agreement and you shall promptly correct or repair such deficiency or unsatisfactory condition. In addition, if you fail any food safety inspection, cleanliness inspection or other inspection or audit that we or our designee, any public health and safety agency conducts, you will be required to undergo an additional inspection or audit at your sole expense. You agree to reimburse us or the third-party auditor directly upon invoicing. We may require you to take, and you agree to take, immediate corrective action, which action may include temporarily closing the Franchised Business.

21.2 Audit

We have the right, at any time, to have an independent audit made of the books and financial records of your Franchised Business. You agree to fully cooperate with us and any third parties we hire to conduct the audit. Any audit will be performed at our cost and expense. However, you agree to reimburse us for the cost of the audit and inspection, including reasonable accounting, legal, travel and lodging expenses if the audit: (i) is necessitated by your failure to provide the information requested or to preserve records, or file reports as required by this Franchise Agreement; or (ii) reveals an understatement of any amount due to us by at least two percent (2%) in any week, in which case you must also pay any amount owed to us, including any related expenses and Late Fees. The audit cost reimbursements will be due 10 days after invoicing. Accepting reimbursements for our audit costs does not waive our right to terminate this Franchise Agreement.

22. INDEMNITY

22.1 Your Indemnification of Us

Independent of your obligation to procure and maintain insurance, you and your Owners will indemnify, defend and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities, and the successors, assigns, personal representatives, heirs and legatees of all of these persons or entities (collectively, the “Indemnified Parties”) harmless, to the fullest extent permitted by law, from and against all expenses, losses, payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnified Parties, including refunds, or (ii) incurred by any and all Indemnified Parties to investigate, take action, respond to or defend a matter, including investigation and trial charges, costs and expenses, fees, fees paid to



professionals, attorney fees, experts' fees, court costs, settlement amounts, judgments and costs of collection (collectively, "Losses and Expenses"), incurred by any Indemnified Parties for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, actually or allegedly, directly or indirectly, relating to, arising out of, or resulting from or in connection with: any transaction, occurrence, product or service involving the Franchised Business, Clinic or this Franchise Agreement; your employment or other contractual relationship with your Medical Professionals, your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees or your Medical Professionals; your and your Medical Professional's marketing, selling, or providing of items and services; and any breach of violation of any agreement (including this Franchise Agreement), or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you (including any Medical Professional), or any of your or your affiliates' owners, officers, directors, managers, employees, owners and agents, including when any of the Indemnified Parties is alleged or proven to be negligent.

You agree to give us notice of any action, suit, proceeding, claim, demand, inquiry or investigation described above. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such claim, including court costs and reasonable attorney fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorney fees. You agree that your indemnification obligations under this Section shall expressly survive the termination, expiration, non-renewal or Transfer of this Franchise Agreement.

22.2 Our Indemnification of You

Provided that you are not in default under this Franchise Agreement or any other agreement with us, we will indemnify you and hold you harmless for, from and against any and all costs and expenses incurred by you as a result of or in connection with any claim asserted against you based upon the violation of any third party's intellectual property rights caused by your use of the Marks in strict compliance with the terms of this Franchise Agreement and Franchise Operations Manual. You must promptly notify us of any such claim and fully cooperate with us in the defense of such claim.

23. TERMINATION BY YOU

You may terminate this Franchise Agreement if you are in full compliance and we breach this Franchise Agreement and fail to cure the breach within 60 days after you send us a written notice specifying the nature of the breach. You may also terminate this Franchise Agreement if you and we mutually agree, in our sole discretion, which may be withheld, in writing to terminate this Franchise Agreement. In such an event, you and we will be deemed to have waived any required notice period. If you terminate this Franchise Agreement, you must still comply with your post-termination obligations described below and all other obligations that survive the expiration or termination of this Franchise Agreement.

24. TERMINATION BY US

The rights to terminate the Franchise Agreement in the Section shall be referred to as our "Termination Rights."



24.1 Immediate Termination Without Notice

You shall be in default under this Franchise Agreement, and we may immediately terminate all rights granted to you by this Franchise Agreement without notice if (i) you or your Medical Professionals file or cause to be filed a petition in bankruptcy or you (or your Medical Professionals) are adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws); or (ii) you or your Medical Professional admit to your inability to meet your financial obligations as they become due, or make a disposition for the benefit of its creditors (unless prohibited by law); or (iii) a receiver or custodian (permanent or temporary) is appointed for any of your or your Medical Professional's assets or property; or (iv) a final judgment in excess of \$10,000 against you (or your Medical Professionals) remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment), except that we may provide you (or your Medical Professionals) with additional time to satisfy the judgment if you demonstrate that you are using commercially reasonable efforts to resolve the issues related to the judgment.

24.2 Option to Terminate Without Opportunity to Cure

We may, in our sole discretion, terminate this Franchise Agreement immediately upon written notice to you, without opportunity to cure, upon the occurrence of any of the following events, each of which constitute material events of default under this Franchise Agreement.

24.2.1 Failure to Open. If you fail to open your Franchised Business or the Clinic within the time period required.

24.2.2 Material Misrepresentation. If you or any Owner commits any fraud or makes any material misrepresentation to us, whether occurring before or after the Effective Date.

24.2.3 Violation of Law/Unsafe Manner. If you fail to maintain any required licenses, permits or certifications to open or operated the Franchised Business, or fail to comply with any federal, state or local law or regulation or you operate the Franchised Business or Clinic in an unsafe manner, and you do not cure or commence to cure this failure within five (5) days after you receive notice, or if you or any of your employees fail to meet the state and local certifications or other requirements for operation and/or employment in a MSO Models, or the Medical Professional fails to meet state and local certifications or other requirements for the operation or employment of physicians and other professionals in a Clinic, and you fail to cure this default within ten (10) days after you receive notice, or, alternatively, you fail to prohibit any such employees from working in the Franchised Business or Clinic until the requirements are met.

24.2.4 Criminal Offense. If you or any of your Owners, officers, directors, or key employees (or your Medical Professionals) is convicted of or pleads guilty or nolo contendere to a felony or any other crime or offense that is reasonably likely, in our sole opinion, to adversely affect our reputation, the System, or the Marks. If the crime or offense is committed by an Owner other than a Responsible Owner, then we may, in our sole discretion, terminate if such Owner fails to sell its ownership interest in the Entity to any of the other Owners within 30 days after the conviction or guilty plea, whichever first occurs.

24.2.5 Under-Reporting. If an audit or investigation discloses that you have knowingly maintained false books or records, or submitted false reports to us, or knowingly understated its Gross Revenue or withheld the reporting of same, or, if, on two or more occasions in any single 24 month period, any audits or other investigations reveals an under-reporting or under-recording error of two percent (2%) or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of five percent (5%) or more.

24.2.6 Intellectual Property Misuse. If you (or your Medical Professionals) misuse or make any unauthorized use of the Marks or otherwise impair the goodwill of our rights, or you (or your Medical Professionals) take any action which reflects and unfavorably upon the operation and reputation of the Franchised Business, the System, or the “Gameday Men’s Health” brand generally. If your employees or independent contractors engage in any of the same actions described above, unless you exercised your best efforts to prevent such disclosures or use.

24.2.7 Health or Safety Violations. If you (or your Medical Professionals) manage or operate your Franchised Business in a manner that presents a health or safety hazard to your customers, employees or the public.

24.2.8 Abandonment. If you (or your Medical Professionals) abandon or fail to operate your Franchised Business for three (3) consecutive business days unless you had received our prior written authorization to do so.

24.2.9 Failure to Pay. If you fail to pay any amount owed to us or an affiliate of ours within ten (10) days after receipt of a demand for payment.

24.2.10 Unauthorized Transfer. If you attempt to sell, Transfer, encumber or otherwise dispose of any interest in you, this Franchise Agreement or the Franchised Business in violation of Section 16 of this Franchise Agreement.

24.2.11 Brand Covenants. If you or any of your Owners (or your Medical Professionals, subject to applicable law) violates any of the Brand Covenants.

24.2.12 License/Permits. If a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Franchised Business, even if you or the Owner still maintain appeal rights. Notwithstanding the foregoing, in the event a regulatory authority suspends or revokes the medical license or any other required license of your Medical Professional, you shall have 60 days to find a replacement Medical Professional for the Franchised Business.

24.2.13 Failure to Complete Initial Training. If you or any required attendee fails to attend and complete the initial training program within the time period prescribed in this Franchise Agreement.

24.2.14 Repeated Failure to Meet Meta Advertising Fee Prepayment Requirements. If you, on three (3) or more occasions, fail to comply with the Meta Advertising Fee prepayment requirements pursuant to Section 12.7 of this Franchise Agreement.

24.2.15 Repeated Defaults. If you (or your Medical Professionals) commit a default of any obligation under this Franchise Agreement and have previously received two or more written notices of default from us within the preceding 12 months, regardless of whether any default is cured.

24.2.16 Cross Default. If we terminate any other agreement between you and us, or if any affiliate of ours terminates any agreement between you and the affiliate because of your default, except that termination of any area development agreement for failure to meet the development schedule shall not be grounds for termination.

24.2.17 Franchise Owner Agreement Default. If any Owner, or the spouse of any Owner, breaches any provision of the Franchise Owner Agreement.



24.2.18 **Clinic Issues.** If: (i) if you (or your Medical Professionals) fail to secure a fully executed lease within the time period required; or (ii) the Clinic or your (or your Medical Professionals') assets are seized, taken over or foreclosed by a government official in the exercise of its duties, or by a creditor or lienholder provided that a final judgment against you remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or (iii) a levy of execution of attachment has been made upon the license granted by this Franchise Agreement or upon any property used in the Clinic, and it is not discharged within five days of such levy or attachment; or (iv) you (or your Medical Professionals) permit a mechanics lien to be recorded against the Clinic or any equipment at the Clinic which is not released within 60 days, or if any person commences any action to foreclose on the Clinic or said equipment; or (v) a condemnation or transfer in lieu of condemnation has occurred; or (vi) if you (or your Medical Professionals) default under the lease for your Clinic and you do not cure the default within the cure period set forth by the landlord or your lease is otherwise terminated due to your default.

24.3 Termination with Notice and Opportunity to Cure

In addition to our Termination Rights, we may, in our sole discretion, terminate this Franchise Agreement upon 30 days' written notice if you or an Owner (or your Medical Professionals) fails to comply with any other provision of this Franchise Agreement (including failure to comply with any provision in the Franchise Operations Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period, each of which shall constitute an event of default under this Franchise Agreement. If we deliver a notice of default to you pursuant to this Section, we may suspend performance of any of our obligations under this Franchise Agreement until you fully cure the breach.

We may also terminate if our counsel advises our business model or fee structure is unlawful in your state and either you and we fail to agree on changes to business model or fee structure to make it lawful or the required changes would result in fundamental changes to this Franchise Agreement. This would be deemed a "no fault" termination.

25. POST TERM OBLIGATIONS

The obligations contained in this Section 25 shall be referred to as your "Post Term Obligations." After the termination, expiration or Transfer of this Franchise Agreement, you agree to undertake each and every one of the obligations listed in this Section. You are responsible for making sure your Medical Professionals also comply with these Post Term Obligations.

25.1 Cease Operations

Immediately cease to operate the Franchised Business under this Franchise Agreement and the System. You agree to not hold yourself out to the public as a present or former franchise owner of the Franchised Business.

25.2 Intellectual Property

Immediately cease to use the Intellectual Property in any manner whatsoever, and not use any trademarks or trade names that may be confusingly similar to the Intellectual Property. You acknowledge and agree that any continued use of the Marks would constitute trademark infringement.

25.3 Monetary Obligations

Pay us all amounts you owe us and our affiliates.

25.4 Surviving Covenants

Comply with all covenants described in this Section and otherwise in this Franchise Agreement that apply after the expiration, termination or Transfer of this Franchise Agreement or of an ownership interest by an Owner.

25.5 Branded Items

Return all copies of the Franchise Operations Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms and any other materials bearing or containing any of the Marks, our copyrights or other identification relating to a Franchised Business, unless we allow you to Transfer such items to an approved transferee.

25.6 Technology and Data

Return all copies of any software we license to you (and delete all such software from your computer memory and storage), subject to HIPAA and other applicable privacy laws, provide us the then-current contracts that your Franchised Business has entered into and transfer all login information and data from any Technology, social media accounts and email addresses from your Franchised Business.

25.7 Entity Name

Ensure that any names or registrations related to your use of the Marks are canceled.

25.8 Identifiers and Advertisements

Immediately stop using all telephone numbers, advertisements, domain names and social media accounts associated with the Franchised Business. Notify all telephone companies, listing agencies, social media companies and domain name registration companies (collectively, the “Agencies”) of the termination or expiration of your right to use the following, and immediately transfer to us: (A) the telephone numbers, accounts and/or domain names, if applicable, related to the operation of your Franchised Business; and (B) any online listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so).

25.9 Modifications

Remove all trade dress, equipment, software and property owned by us and make such modifications and alterations to the Clinic that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party using any of the inventory, vehicles, or equipment used in the operation of the Franchised Business; provided, however, that this subsection shall not apply if your Franchised Business is transferred to an approved transferee or if we exercise our right to purchase your entire Franchised Business. If you fail to do so, you must pay us any expenses we incur to de-identify your Clinic.

25.10 Customers

We may contact customers of your Franchised Business and offer such customers continued rights to use one or more Gameday Men’s Health franchises on such terms and conditions we deem appropriate, which in no event will include assumption of any then-existing liability arising or relating to those customers or act or failure to act by you or your Franchised Business.

25.11 Compliance Evidence

Provide us with written satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Franchise Agreement.

26. RIGHT TO PURCHASE

26.1 Generally

Upon the expiration or termination of this Franchise Agreement for any reason, we will have the right but not the obligation to purchase from you some or all of the assets used in the Franchised Business (“Acquired Assets”). We may exercise our option to begin this process by giving written notice to you at any time following expiration or termination up until 30 days after the later of: (a) the effective date of expiration or termination; or (b) the date you cease operating the Franchised Business (the “Specified Date”). We have the right to inspect the assets used in the Franchised Business in order to determine which we wish to acquire and any refusal by you to cooperate with our right to inspect will extend the Specified Date by an equal period. The term “Acquired Assets” means, without limitation, equipment, furnishings, fixtures, signs and inventory (non-perishable products, materials and supplies) used in the Franchised Business, all licenses necessary to operate the Franchised Business (if transferable) and the real estate fee simple or the lease or sublease for the Clinic. Subject to applicable law, Customer information and Customer Lists are owned by us and accordingly are not included within the definition of “Acquired Assets” and must be returned to us without charge upon expiration or termination. You may not sell the information or lists to a third party. We will be entitled to have the provisions in this Section enforced by a court of competent jurisdiction should you fail to meet your obligations. We will have the unrestricted right to assign this option to purchase the Acquired Assets. We or our assignee will be entitled to all customary representations and warranties, including that the Acquired Assets are free and clear (or, if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts and liabilities inuring to us or affecting the Acquired Assets, whether contingent or otherwise.

26.2 Purchase Price

The purchase price for the Acquired Assets (“Purchase Price”) will be their fair market value (or, for leased assets, the fair market value of the lease), determined as of the Specified Date in a manner that accounts for reasonable depreciation and condition of the Acquired Assets; provided, however, that the Purchase Price will take into account the termination of this Franchise Agreement. The Purchase Price for the Acquired Assets will not factor in the value of any trademark, service mark, or other commercial symbol used in connection with the operation of the Franchised Business, nor any goodwill or “going concern” value for the Franchised Business. We may exclude from the Acquired Assets purchased in accordance with this Section any equipment, furnishings, fixtures, signs, and inventory that are not accepted as meeting then-current standards for a Franchised Business or for which you cannot deliver a Bill of Sale in a form satisfactory to us.

If you and we cannot agree upon a fair market value, we shall appoint an independent, third-party appraiser with experience appraising businesses comparable to your Franchised Business in the United States (“Qualified Appraiser”) within 30 days after the Specified Date. We shall pay 50% of the cost of this Qualified Appraiser, and you shall pay the other 50% of the cost.

The Qualified Appraiser shall appraise the Acquired Assets as described above (“Appraised Value”). If you agree with the Appraised Value, the Appraised Value shall be the Purchase Price. If you disagree with the Appraised Value, upon written notice to us, you may hire an additional Qualified Appraiser at your expense. In such situation, the Qualified Appraiser chosen by you shall appraise the Acquired Assets at fair

market value determined as described above. The average of the two values provided by the Qualified Appraisers shall be the Purchase Price.

26.3 Access to Franchised Business

The Qualified Appraiser will be given full access to the Franchised Business, the Clinic and your books and records during customary business hours to conduct the appraisal and will value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in accordance with the standards of this Section.

26.4 Exercise of Option; Operation

Within 10 days after the Purchase Price has been determined, we may fully exercise our option to purchase the Acquired Assets by notifying you of our decision in writing (“Purchase Notice”). The Purchase Price will be paid in cash or cash equivalents at the closing of the purchase (“Closing”), which will take place no later than 60 days after the date of the Purchase Notice. From the date of the Purchase Notice until Closing, you will operate the Franchised Business and maintain the Acquired Assets in the usual and ordinary course of business and maintain in full force all insurance policies required under this Franchise Agreement. During such time, we may exercise Step-in Rights, and be entitled to the Management Fee. Alternatively, we may require you to close the Franchised Business during that time period without removing any Acquired Assets from the Franchised Business.

26.5 Due Diligence

For a period of 30 days after the date of the Purchase Notice (“Due Diligence Period”), we will have the right to conduct such investigations as we deem necessary and appropriate. You will grant us and our representatives access to the Franchised Business and the Clinic at all reasonable times for the purpose of conducting inspections of the Acquired Assets; provided that such access does not unreasonably interfere with your operations of the Franchised Business.

Prior to the end of the Due Diligence Period, we will notify you in writing of any objections that we have to any finding disclosed in any title to lien search, survey, environmental assessment or inspection. If you cannot or elect not to correct any such title defect, environmental objection or defect in the working condition of the Acquired Assets, we will have the option to either accept the condition of the Acquired Assets as they exist or rescind our option to purchase on or before the Closing.

26.6 Closing

We will have the right to set off against and reduce the Purchase Price by any and all amounts owed by you to us or our affiliates, and the amount of any encumbrances or liens against the Acquired Assets or any obligations assumed by us. If you cannot deliver clear title to all of the purchased Acquired Assets as indicated in this Section, or if there are other unresolved issues, the Closing will be accomplished through an escrow which you and we shall each be responsible for paying half the cost of.

27. DISPUTE RESOLUTION

27.1 Mediation Requirement

Except for any “Litigation Exceptions” as defined below, without limiting our Termination Rights, all claims or disputes between you and us or our affiliates arising out of, or in any way relating to, this Franchise Agreement, or any of the parties’ respective rights and obligations arising out of this Franchise Agreement, shall be submitted first to non-binding mediation (“Required Mediation”) prior to a hearing in binding arbitration. Before commencing any mediation against us or our affiliates with respect to any such

claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. Such mediation shall take place in the city closest to our principal place of business (currently Carlsbad, California) under the auspices of the American Arbitration Association (“AAA”), or other mediation service acceptable to us in our sole discretion, in accordance with AAA’s Commercial Mediation Procedures then in effect. You may not commence any action against us or our affiliates with respect to any such claim unless mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. The parties shall each bear their own costs of mediation and shall share equally the filing fee imposed by AAA and the mediator’s fees. We reserve the right to specifically enforce our right to mediation.

27.2 Arbitration

If the parties cannot fully resolve and settle a dispute through Required Mediation, all unresolved issues involved in the dispute shall be, at the request of either party, submitted to final and binding arbitration to be conducted in the city closest to our principal place of business (currently Carlsbad, California) by AAA (if AAA or any successor thereto is no longer available for arbitration in such city, you and we will agree on another arbitration organization to conduct the arbitration proceeding), in accordance with AAA’s Commercial Arbitration Rules and otherwise as set forth below on an individual basis (not a class action) (“Required Arbitration”).

In any arbitration proceeding, each party will submit or file any claim that would constitute a compulsory counterclaim as defined by the Federal Rules of Civil Procedure within the same proceeding as the claim it relates to. Any claim that is not submitted or filed as required is forever barred. Except for claims excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Franchise Agreement including, but not limited to any claim that all or any part of this Franchise Agreement is void or voidable.

27.2.1 Notice of Arbitration. Either party may initiate an arbitration proceeding by making a written demand to the other party, and both parties will then be obligated to engage in arbitration. The demand for arbitration must be served on the other party within the period provided by the applicable statute of limitations, and must contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedies sought. A demand for arbitration will not operate to stay, postpone or rescind the effectiveness of any termination of this Franchise Agreement. Arbitration will not proceed until any protest of arbitrability is resolved by the arbitrator or by an appropriate court, if necessary.

27.2.2 Selection of Arbitrator. Arbitration will be conducted before a single, neutral arbitrator who is familiar with legal disputes of the type at issue and who has franchise business or contract experience. The parties will mutually agree on the selection of the arbitrator; however, if the parties have not agreed on the selection of an arbitrator within 30 days after the arbitration demand, either party may request AAA or successor organization, to appoint a qualified arbitrator.

27.2.3 Discovery. All discovery must be completed within 60 days following appointment of an arbitrator, unless otherwise agreed by the parties. Depositions will be limited to a maximum of five per party and will be held within 30 days after making a request. Additional depositions may be scheduled only with the permission of the arbitrator and for good cause shown. Each deposition will be limited to a maximum of six hours duration. Should a dispute arise over the extent of or propriety of any discovery request, the arbitrator will make a final determination after hearing each party’s position.

27.2.4 Statement of Case. At least five days before the scheduled hearing, each party must deliver to the arbitrator and to the other party a written summary of its position on the issues in dispute.



27.2.5 Arbitrator's Decision. The arbitrator will issue a written decision within 10 days after conclusion of the hearing, explaining the basis for the decision. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction. This decision will be binding upon both parties. The arbitrator will have authority to assess actual damages sustained by reason of any breach or wrongful termination of this Franchise Agreement, including monetary damages and interest on unpaid amounts from date due, specific performance, injunctive and declaratory relief, and legal fees and costs, but will not have any authority to amend or modify the terms of this Franchise Agreement or to assess exemplary or punitive damages. Except for claims excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Franchise Agreement including, but not limited to any claim that all or any part of this Franchise Agreement is void or voidable.

27.2.6 Time Schedule. Any award will be made within nine months of the filing of the notice of intention to arbitrate and the arbitrator will agree to comply with this schedule before accepting appointment. The parties will use due diligence to meet the foregoing time schedule, and the arbitrator will have the right to impose appropriate sanctions against any party who fails to comply with the agreed-upon time schedule. The arbitrator will use his best efforts to comply with the foregoing time schedule, but may unilaterally modify it if, in his opinion, modification is necessary for a proper and just resolution of the dispute. The parties may jointly modify the agreed-upon time schedule, subject to the arbitrator's approval.

27.2.7 Arbitration Expenses. The fees of, and authorized costs incurred by, the arbitrator will be shared equally by the parties, and each party will bear all of its own costs of arbitration; provided, however, that the arbitration decision will provide that the substantially prevailing party will recover from the other party its actual costs and expenses (including arbitrator's fees and expenses, and attorney fees and expenses) incurred in connection with the dispute.

27.3 **Litigation Exceptions**

If any of the following exceptions occur, either party may immediately file a lawsuit in accordance with this Section without going through the Required Mediation or Required Arbitration (for purposes of this Franchise Agreement, the following shall be referred to as the "Litigation Exceptions"): (i) any action that involves an alleged breach of any Brand Covenant; (ii) any action petitioning specific performance to enforce your use of the Marks or the System or to prevent unauthorized duplication of the Marks or the System; (iii) any action for equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, or other relief in the nature of equity, including an action to enjoin an alleged violation or harm (or imminent risk of violation or harm) to any of our rights in the Intellectual Property, our copyrighted works, Marks, the System, or in any of our specialized training, trade secrets, or other Confidential Information, brought at any time, including prior to or during any pending mediation or arbitration proceedings; (iv) any action seeking compliance with the Post Term Obligations; or (v) any action in ejectment or for possession of any interest in real or personal property.

27.4 **Venue**

All disputes and claims must be mediated, arbitrated and, if applicable, litigated in the principal city (and, if applicable, court) closest to our principal place of business (currently Carlsbad, California); provided that for claims brought under the Litigation Exceptions, we have the option to bring suit against you in any state or federal court within the jurisdiction where your Franchised Business is or was located, or where any of your owners live. The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts for the purpose of this Franchise Agreement, and the parties waive any objections that they would otherwise have in this regard. Each of the parties

specifically waives any defense of inconvenient forum, and waives any bond, surety, or other security that might be required of any other party with respect to venue.

27.5 Fees and Costs

If you breach any term of this Franchise Agreement or any other agreement with us or an affiliate of ours, you agree to reimburse us for all reasonable attorneys' fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to the commencement of any dispute resolution proceedings.

If we or you must enforce this Franchise Agreement in an arbitration or judicial proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable fees for accountants, attorneys, and expert witnesses, costs of investigations and proof of facts, court costs, travel and living expenses, and other dispute-related expenses.

If there is a mixed decision involving an award of money or money equivalent and equitable relief, the arbitrator will award the above fees to the party that it deems has substantially prevailed over the other party using reasonable business judgment. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding for such arbitration proceeding to take place, and by doing so will not be deemed to have waived or relinquished our right to seek recovery of those costs in accordance with this Section. If either party commences any legal action or proceeding in any court in contravention of the terms of this Section, that party shall pay all costs and expenses that the other party incurs in the action or proceeding, including, without limitation, costs and attorneys' fees as described in this Section.

27.6 Jury Trial and Class Action Waiver

WE AND YOU IRREVOCABLY WAIVE: (I) TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT; AND (II) THE RIGHT TO ARBITRATE OR LITIGATE ON A CLASS ACTION BASIS IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.

27.7 Limitation of Actions and Waiver of Punitive Damages

We and you agree that any legal action of any kind by a party arising out of or relating to this Franchise Agreement or a default of this Franchise Agreement must be commenced within one (1) year from the occurrence of the facts giving rise to any such claim or action or such claim or action will be barred provided, however, that the forgoing limitation shall not apply where required by applicable law, to the parties indemnification obligations under this Franchise Agreement or to the Litigation Exceptions. You and we, for yourselves, ourselves and on behalf of the Owners respectively, hereby waive to the fullest extent permitted by applicable law, any right to, or claim for, punitive, consequential or exemplary damages against the other, and agree that except to the extent provided to the contrary in this Franchise Agreement, in the event of a dispute you and we shall each be limited to recovering only the actual damages proven to be sustained any legal action of any kind.

27.8 Confidentiality

Except as required by applicable law, including the required disclosure in our franchise disclosure document, the entire mediation, arbitration or litigation proceedings and related documents are confidential. Except as necessary to enforce the decision of the arbitrator hereunder, all conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the arbitration by any of the parties, their agents, employees or representatives and by the arbitrator, are confidential. These matters will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other



proceeding involving the parties, and will not be disclosed to anyone who is not an agent, employee, expert witness, or representative for any of the parties; however, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the arbitration.

27.9 Acknowledgment

The parties acknowledge that nothing herein shall delay or otherwise limit our Termination Rights. A notice or request for arbitration or mediation will have no effect on the status of any demand for performance or notice of termination under this Franchise Agreement.

27.10 Survival

We and you agree that the provisions of this Section shall continue to apply following the termination, expiration, Transfer or non-renewal of this Franchise Agreement. You agree to fully perform all obligations under this Franchise Agreement during the entire mediation, arbitration or litigation process.

28. SECURITY INTEREST

You grant to us a security interest (“Security Interest”) in all of the furniture, fixtures, equipment, signage and real estate (including your interests under all real property and personal property leases and all improvements to real estate) of the Franchised Business, together with all similar property now owned or hereafter acquired, including additions, substitutions, replacements, proceeds and products thereof, wherever located, used in connection with the Franchised Business.

You are prohibited from granting a security interest in the Franchised Business or in any of your assets without our prior written consent, which shall not be unreasonably withheld. We may take a subordinate position in the security interest if a Small Business Administration-participating or third-party lender requires a first or senior lien, and the appropriate subordination documentation is executed by all parties. This security interest shall be security for any and all Royalties, damages, expenses or other sums owed to us hereunder and for any other amounts you owe to us. You agree to execute any documents, including but not limited to, a UCC-1 (or replacements or extensions for the UCC-1) that we reasonably believe to be necessary to perfect said security interest prior to the opening of the Franchised Business, and hereby appoint us as its attorney-in-fact for the purpose of executing such documents should you fail to do so. Except with respect to your sales of inventory in the ordinary course of business, you shall not sell, transfer, lease, sublease, assign, remove, waste, destroy, encumber or relocate any of the property described herein as subject to our security interest. Further, you shall take no other action which interferes with our security interest in said property, unless and until we release our security interest in the same.

29. GENERAL PROVISIONS

29.1 Governing Law

Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Franchise Agreement and the franchise relationship shall be governed by the laws of the state where the Franchisee’s Clinic is located (without reference to its principles of conflicts of law), but any law of those States that regulate the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

29.2 Relationship of the Parties

You understand that you are an independent contractor and are not authorized to make any contract, agreement, warranty or representation or create any obligation on our behalf under this Franchise

Agreement. You understand and agree that nothing in this Franchise Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Franchised Business. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Franchise Agreement. You further agree that fulfillment of any and all of our obligations written in the Franchise Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

29.3 Severability and Substitution

Each section, subsection, term and provision of this Franchise Agreement, and any portion thereof, is considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Franchise Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Franchise Agreement. If a court concludes that any promise or covenant in this Franchise Agreement is unreasonable and unenforceable, including without limitation, the Brand Covenants: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant make such promise or covenant enforceable and consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate your obligations under the Franchise Agreement to the fullest extent permitted by law), and you agree to be bound by the modified provisions.

29.4 Waivers

We and you may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall apply only to the specifically waived provisions and shall not affect any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Franchise Agreement (including the right to demand exact compliance with every term, condition and covenant in this Franchise Agreement, or to declare any breach of this Franchise Agreement to be a default, and to terminate the Franchise Agreement before the expiration of its Term) by virtue of: (i) any custom or practice of the parties that varies with the terms of this Franchise Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Franchise Agreement or to insist upon exact compliance by the other with its obligations under this Franchise Agreement, including any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Gameday Men's Health franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Franchise Agreement.

29.5 Approvals

Whenever this Franchise Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Franchise Agreement, if we fail to approve any request for approval within the required period of



time, we shall be deemed to have denied your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. Except where this Franchise Agreement states that we may not unreasonably withhold our approval or consent, we may withhold such approval or consent, in our sole discretion. You are not entitled to any other relief or damages for our denial of approval.

29.6 Force Majeure

No party shall be liable for any loss or damage that arises directly or indirectly through or as a result of any failure or delay in the fulfilment its obligations in whole or in part (other than the payment of money as may be owed by a party) under this Franchise Agreement where the delay or failure is due to “Force Majeure.” In the event of Force Majeure, the parties shall be relieved of their respective obligations only to the extent each party, respectively, is prevented or delayed in performing its obligations during the period of Force Majeure. As used in this Franchise Agreement, the term “Force Majeure” shall mean any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government and any other similar cause which is beyond the party’s control and cannot be overcome by use of normal commercial measures. The party whose performance is affected by an event of Force Majeure shall give prompt notice of such event to the other party, which in no case shall be more than 48 hours after the event, and provide them with the information regarding the nature of the event and its estimated duration. The affected party will provide the other party with periodic reports regarding the status and progress of the Force Majeure event. Each party must use its best efforts to mitigate the effect of the event of Force Majeure upon its performance of the Agreement and to fulfill its obligations under the Franchise Agreement.

Upon completion of a Force Majeure event, the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Franchise Agreement. Any delay resulting from an event of Force Majeure will extend performance accordingly or excuse performance (other than payment of money), in whole or in part, only to the extent reasonable under the circumstances. However, in the event the Force Majeure continues for a period of six months or more, then the unaffected party may, at its option, terminate this Franchise Agreement by thirty (30) days’ prior written notice to the party asserting such Force Majeure. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under the Franchise Agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Franchise Agreement during or after the Force Majeure event.

29.7 Delegation

We have the right in our sole and absolute discretion to delegate to third party designees, whether these designees are our agents or independent contractors with whom we have contracted the performance of any portion or all of our obligations under this Franchise Agreement, and any right that we have under this Franchise Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Franchise Agreement.

29.8 Binding Effect

This Franchise Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Franchise Agreement is binding upon the parties to this Franchise Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Franchise Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Franchise Agreement; provided, however, that the Additional

Insureds and the Indemnified Parties are intended third party beneficiaries under this Franchise Agreement with respect to indemnification obligations of the franchisee.

29.9 Integration

This Franchise Agreement constitutes the entire agreement between the parties and may not be changed except by a written document signed by both parties. Any email correspondence or other form of informal electronic communication shall not be deemed to modify this Franchise Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Franchise Agreement. The attachment(s) are part of this Franchise Agreement, which, together with any amendments or addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Franchise Agreement. No provision herein expressly identifying any term or breach of this Franchise Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material. As referenced above, all mandatory provisions of the Franchise Operations Manual are part of this Franchise Agreement; however, notwithstanding the foregoing, we may modify the Franchise Operations Manual at any time.

Any representations made before entering into this Franchise Agreement are not enforceable unless they are specifically contained in this Franchise Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, and serves to show that there is no intention to enter into contract relations other than the terms contained in this Franchise Agreement. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Franchise Agreement, would affect the economic terms of this bargain. Nothing in this Franchise Agreement is intended to disclaim any of the representations we made in the franchise disclosure document.

29.10 Covenant of Good Faith

If applicable law implies a covenant of good faith and fair dealing in this Franchise Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Franchise Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Franchise Agreement (and the relationship of the parties that is inherent in this Franchise Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Franchise Agreement that may favorably or adversely affect your interests; (ii) we will use our judgment in exercising that discretion based on our general assessment of our own interests and balancing those interests against the general interests of our franchisees (including ourselves and our affiliates if applicable), and not based on your or any other franchisee's specific individual interests; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

29.11 Cumulative Rights

The rights of the parties under this Franchise Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Franchise Agreement will preclude any other right or remedy available under this Franchise Agreement or by law.

29.12 Survival

All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Franchise Agreement (or the Transfer of an ownership interest in the Franchised Business) will continue in full force and effect, even after the termination, expiration or Transfer of the Franchise Agreement, until they are fully satisfied or expire by their own terms.

29.13 Construction

The headings in this Franchise Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Franchise Agreement unless otherwise specified. All references to days in this Franchise Agreement refer to calendar days unless otherwise specified. The term “you” as used in this Franchise Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other, the feminine and the possessive.

29.14 Time is of the Essence

Time is of the essence in this Franchise Agreement and every term thereof.

29.15 Notice

All notices given under this Franchise Agreement must be in writing and shall be considered given at the time delivered by hand, or one business day after sending by email or comparable electronic system, one business day after delivery by a reputable overnight delivery service, or one business day after delivery confirmation by certified mail addressed to: (a) to us at 2035 Corte Del Nogal Suite 160, Carlsbad, California 92011, unless written notice is given of a change of address; and (b) to you at the address set forth on Attachment A of this Franchise Agreement, unless written notice is given of a change of address.

(Signature Page Follows)

The parties to this Franchise Agreement have executed this Franchise Agreement effective as of the Effective Date set forth in Attachment A.

FRANCHISOR:

REAM FRANCHISE GROUP, LLC,
a California limited liability company

Sign:
Printed Name: [Franchisor Signatory]
Title: [Franchisor Title]

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
[Franchisee Entity Info]

Sign:
Printed Name: [Franchisee Signatory]
Title: [Franchisee Title]

Or if Franchisee is an individual(s)

Sign:
Printed Name: [Franchisee Signatory]

Sign:
Printed Name: [Franchisee Signatory]

Sign:
Printed Name: [Franchisee Signatory]

ATTACHMENT A
TO THE FRANCHISE AGREEMENT
FRANCHISE DATA SHEET

1. **Effective Date.** The Effective Date of this Franchise Agreement, set forth in the introductory Paragraph of this Franchise Agreement is:

[Effective Date]

2. **Franchisee.** The Franchisee identified in the introductory paragraph of the Franchise Agreement is:

[Name of Franchisee]

3. **Notice Address.** Franchisee Notice Address is:

[Franchisee Address]

4. **Initial Franchise Fee.** The “Initial Franchise Fee” is: (check one):

_____ \$49,500 for a single Franchise.

_____ Not applicable; this Franchise Agreement is signed as a Successor Franchise Agreement or as a result of a Transfer.

_____ Not applicable; this Franchise Agreement is being signed under an area development agreement between Franchisee and Franchisor and no Initial Franchise Fee is due. This Franchise Agreement constitutes franchise number _____ out of a total of up to _____ franchises under the area development agreement between you and us dated _____, 20__.

5. **Business Type.** Under this Franchise Agreement, the Franchisee will operate an:

_____ MSO Models and sign a MSA.

_____ DCO Model and sign a Waiver of Management Agreement.

6. **Territory:** (check one)

_____ The Franchised Business will be operated in a Metropolitan Area and will not have a Territory.

_____ The Franchised Business will be operated from a Non-Traditional Location and will not have a Territory.

_____ Subject to final approval of the location of the Franchised Business, the parties intend that the Franchised Business will have a Territory, which shall be set forth in Attachment A-1.



We will present you with the Territory upon the identification of the site for the Franchised Business. If you do not wish to accept the Territory, you may choose another site location and we will present you with another Territory based on the site selected.

7. **Location.** If a particular site for the Clinic has been selected and approved at the time of the signing of this Franchise Agreement, it shall be entered in Attachment A-1 as the Clinic location, and the Territory shall be as listed in Attachment A-1, if applicable. If a particular site has not been selected and approved at the time of the signing of this Franchise Agreement, once we have approved a location for your Clinic, you and we will execute Attachment A-1.
8. **Medical Professional.** Your Medical Professional, if you operate an MSO Model, as of the Effective Date is _____. You may not change the Medical Professional without prior written approval. If you operate a DCO Model, you assume the responsibilities and obligations of the Medical Professional.

FRANCHISOR:

REAM FRANCHISE GROUP, LLC
a California limited liability company

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
[Franchisee Entity Info]

Sign:
Printed Name: [Franchisor Signatory]
Title: [Franchisor Title]
Date:

Sign:
Printed Name: [Franchisee Signatory]
Title: [Franchisee Title]
Date:

Or if Franchisee is an individual(s)

Sign:
Printed Name: [Franchisee Signatory]
Date:

Sign:
Printed Name: [Franchisee Signatory]
Date:



ATTACHMENT A-1
TO THE FRANCHISE AGREEMENT

PREMISES AND TERRITORY

You have received acceptance for site location for the Clinic that satisfies the demographics and location requirements minimally necessary for a Clinic and that meets our minimum current standards and specifications for the buildout, interior design, layout, floor plan, signs, designs, color and décor of a Clinic. You acknowledge that our acceptance of the site location for the Clinic is in no way a representation by us that your site will be successful. You and we have mutually agreed upon a Territory based on the site for the Clinic which is indicated below. You acknowledge that the Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

Location for the Clinic:

The Clinic location for your Franchised Business as provided in Section 2 of the Franchise Agreement is:

[Clinic address]

Territory (select one):

	Not applicable. You will operate your Franchised Business at a Non-Traditional Location or within a Metropolitan Area and shall not receive a Territory.
	You and we have mutually agreed upon a Territory based on the site for the Clinic which is indicated below: [INSERT TERRITORY MAP OR DESCRIPTION]

(Signature Page Follows)

FRANCHISOR:
REAM FRANCHISE GROUP, LLC
a California limited liability company

FRANCHISEE:
[INSERT NAME OF FRANCHISEE]
[Franchisee Entity Info]

Sign:
Printed Name: [Franchisor Signatory]
Title: [Franchisor Title]
Date:

Sign:
Printed Name: [Franchisee Signatory]
Title: [Franchisee Title]
Date:

Or if Franchisee is an individual(s)

Sign:
Printed Name: [Franchisee Signatory]
Date:

Sign:
Printed Name: [Franchisee Signatory]
Date:

ATTACHMENT B
TO THE FRANCHISE AGREEMENT
STATEMENT OF OWNERSHIP

1. **Franchisee:**

[Name of Franchisee] [Franchisee Entity Info]
--

2. **Form of Ownership: (Check One)**

____ **Individual(s)** ____ **Partnership** ____ **Corporation** ____ **Limited Liability Company**

3. **State and Date of Formation/Incorporation:**

[State and Date of Formation/Incorporation]

4. **Ownership and Management of the Franchisee:**

Name of Individual*	Ownership Title (if any) (member, managing member, partner, shareholder, individual, trustee)	Management Position (if any) (managers, officers, board of directors, etc.)	Address	Percentage Owned (if any)

*If any owner is a legal entity, please list the owners of such entities up through the individuals.

5. **Identification of Responsible Owner.** Your Responsible Owner is [Responsible Owner Name].

6. **Identification of Franchise Manager.** Your Franchise Manager, if applicable, is [Franchise Manager Name].

This form is current and complete as of the Effective Date.

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
[Franchisee Entity Info]

Sign:
Printed Name: [Franchisee Signatory]
Title: [Franchisee Title]
Date:

Or if Franchisee is an individual(s)

Sign:
Printed Name: [Franchisee Signatory]
Date:

Sign:
Printed Name: [Franchisee Signatory]
Date:

ATTACHMENT C
TO THE FRANCHISE AGREEMENT
FRANCHISE OWNER AGREEMENT

As a condition to the granting by Ream Franchise Group, LLC (“we” or “us”) of a franchise agreement with [Franchisee Name] (“Franchisee”), the undersigned individual or individuals, consisting of (i) all of the owners of a direct or indirect beneficial interest in Franchisee (collectively “Owners”), and (ii) their respective spouses, if any (collectively, “Franchise Owners”), covenant and agree to be bound by this Franchise Owner Agreement (“Franchise Owner Agreement”).

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of [Franchise Effective Date] (“Franchise Agreement”). Capitalized words not defined in this Franchise Owner Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 Franchise Owners’ Role. Franchise Owners are the beneficial owners or spouses of the beneficial owners of all of the direct and indirect equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Franchise Owner, jointly and severally, and for themselves, their heirs, legal representatives, and assigns. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s direct and indirect owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Franchise Owners are required to enter into this Franchise Owner Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Franchise Owners will be jointly and severally liable for any breach of this Franchise Owner Agreement.

2. Non-Disclosure and Protection of Confidential Information.

2.1 Confidentiality. Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee’s non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Franchise Owner Agreement by reference, and Franchise Owners agree to comply with each obligation as though fully set forth in this Franchise Owner Agreement as a direct and primary obligation of Franchise Owners. Further, we may seek the same remedies against Franchise Owners under this Franchise Owner Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Franchise Owner Agreement.

2.2 Immediate Family Members. Franchise Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Franchise Owners also acknowledge that it would be difficult for us to prove whether Franchise Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Franchise Owners. However, Franchise Owners may rebut this presumption by furnishing



evidence conclusively showing that Franchise Owners did not disclose the Confidential Information to the family member.

3. Covenant Not to Compete.

3.1 Non-Competition During and After the Term of the Franchise Agreement. Franchise Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition both during the term of the Franchise Agreement and following the expiration, termination or transfer of the Franchise Agreement are hereby incorporated into this Franchise Owner Agreement by reference, and Franchise Owners agree to comply with and perform each such covenant as though fully set forth in this Franchise Owner Agreement as a direct and primary obligation of Franchise Owners. Further, we may seek the same remedies against Franchise Owners under this Franchise Owner Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition will be construed as independent of any other covenant or provision of this Franchise Owner Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Franchise Owners agree to remain bound to the maximum extent permitted by law, as if that covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Franchise Owner Agreement, without Franchise Owners' consent (before or after any dispute arises), effective when we give Franchise Owners written notice of this reduction. Franchise Owners agree to comply with any covenant as so modified.

4. Continuing Guarantee.

4.1 Payment. Franchise Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement whether now or in the future on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Franchise Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement whether now or in the future on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Franchise Owners will indemnify, defend, and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for, whether now or in the future, by reason of: (i) Franchisee's failure to pay the amounts owed (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (ii) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Franchise Owners acknowledge and agree that we are not obligated to exhaust all remedy (whether legal or equitable) against or pursue relief from the Franchisee, before proceeding to enforce the obligations of the Franchise Owners as guarantors under this Franchise Owner Agreement. The enforcement of Franchise Owners' obligations can take place before,

after, or simultaneously with the enforcement of any of the Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Franchise Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Franchise Owners. Franchise Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Franchise Owners will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Franchise Owners will continue in full force and effect.

4.7 Waiver of Acceptance, Default and Defenses. Owners waive: (i) acceptance and notice of acceptance by us of the foregoing undertakings; (ii) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; and (iii) any and all other notices and legal or equitable defenses, right of setoff, claim or counterclaim whatsoever to which they may be entitled at any time hereunder.

4.8 Continuing Nature. Franchise Owners agree that each of the obligations in this Section 4 shall be continuing and shall not be discharged by: (i) the insolvency of Franchisee or the payment in full of all of the obligations at any time; (ii) the power or authority or lack thereof of Franchisee to incur the obligations; (iii) the validity or invalidity of any of the obligations; (iv) the existence or non-existence of Franchisee as a legal entity; (v) any statute of limitations affecting the liability of Franchise Owners or the ability of us to enforce this Franchise Owner Agreement or the obligations; or (vi) any right of offset, counterclaim or defense of any Owner, including, without limitation, those which have been waived by Franchise Owners pursuant to this Franchise Owner Agreement.

5. Transfers. Franchise Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Franchise Owners' business experience, skill, financial resources, and personal character. Accordingly, Franchise Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Franchise Owners first comply with the sections in the Franchise Agreement regarding Transfers. Franchise Owners acknowledge and agree that attempting to Transfer an interest in the Franchisee without our express written consent, except those situations provided in the Franchise Agreement where our consent is not required, will be a breach of this Franchise Owner Agreement and the Franchise Agreement. We may, from time to time, without notice to Franchise Owners, assign or transfer any or all of Franchise Owners' rights, duties and obligations or any interest therein in this Franchise Owner Agreement and, notwithstanding any assignment(s) or transfer(s), the rights, duties and obligations shall be and remain for the purpose of this Franchise Owner Agreement. Each and every immediate and successive assignee or transferee of any of the rights, duties or obligations of any interest therein shall, to the extent of such party's interest in the rights duties and/or obligations, be entitled to the benefits of this Franchise Owner Agreement to the same extent as if such assignee or transferee were us.

6. Notices.

6.1 Method of Notice. Any notices given under this Franchise Owner Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.



6.2 Notice Addresses. Our current address for all communications under this Franchise Owner Agreement is:

Ream Franchise Group, LLC
2035 Corte Del Nogal Suite 160
Carlsbad, California 92011

The current address of each Franchise Owner for all communications under this Franchise Owner Agreement is designated on the signature page of this Franchise Owner Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Franchise Owner Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Franchise Owner Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Franchise Owner Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Franchise Owner Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Franchise Owner Agreement, and any other claim or controversy between the parties, will be governed by the choice of law, jurisdiction, and venue provisions of the Franchise Agreement.

7.3 Equitable Remedies. Franchise Owners acknowledge and agree that the covenants and obligations of the Franchise Owners relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause us irreparable injury for which adequate remedies are not available at law. Therefore, Franchise Owners agree that we shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain Franchise Owners from committing any violation of the covenants and obligations contained in this Franchise Owner Agreement. If equitable relief is granted, Franchise Owners' only remedy will be the court's dissolution of the injunctive relief. If equitable relief was wrongfully issued, Franchise Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Franchise Owner Agreement constitutes the entire, full, and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings, or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Franchise Owner Agreement, other than those in this Franchise Owner Agreement. No other obligations, restrictions, or duties that contradict or are inconsistent with the express terms of this Franchise Owner Agreement may be implied into this Franchise Owner Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Franchise Owner Agreement), no amendment, change, or variance from this Franchise Owner Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Franchise Owner Agreement, and any portions thereof, will be considered severable. If any provision of this Franchise Owner Agreement or the application of any provision to any person, property, or circumstances is determined by a court of competent jurisdiction



to be invalid or unenforceable, the remainder of this Franchise Owner Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Franchise Owners' obligations under the Franchise Agreement to the fullest extent permitted by law), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Franchise Owner Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Franchise Owner Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Franchise Owner Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Franchise Owner Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Franchise Owner Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

8.5 Binding Effect. This Franchise Owner Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Franchise Owner Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and (permitted) assigns.

8.6 Successors. References to "Franchisor," "Franchise Owners," "the undersigned," or "you" include the respective parties' heirs, successors, assigns, or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Franchise Owner Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Franchise Owner Agreement shall be cumulative.

8.8 No Personal Liability. Franchise Owners agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Franchise Owner Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to Franchise Owners for any reason.

8.9 Franchise Owner Agreement Controls. In the event of any discrepancy between this Franchise Owner Agreement and the Franchise Agreement, this Franchise Owner Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Franchise Owner Agreement as of the Effective Date of the Franchise Agreement.

(Signature page follows)



OWNER(S):

Signature:
Printed Name: [Insert Name of Owner 1]
Address: [Insert Address of Owner 1]

Signature:
Printed Name: [Insert Name of Owner 2]
Address: [Insert Address of Owner 2]

Signature:
Printed Name: [Insert Name of Owner 3]
Address: [Insert Address of Owner 3]

SPOUSE(S):

Signature:
Printed Name: [Insert Name of Spouse 1]
Address: [Insert Address of Spouse 1]

Signature:
Printed Name: [Insert Name of Spouse 2]
Address: [Insert Address of Spouse 2]

Signature:
Printed Name: [Insert Name of Spouse 3]
Address: [Insert Address of Spouse 3]

EXHIBIT D

AREA DEVELOPMENT AGREEMENT



EXHIBIT D



**GAMEDAY MEN'S HEALTH
AREA DEVELOPMENT AGREEMENT**

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ATTACHMENTS:

Attachment A	Data Sheet
Attachment B	Development Schedule
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GAMEDAY MEN'S HEALTH

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Area Development Agreement") is made and entered into by and between Ream Franchise Group, LLC, a California limited liability company ("we," "us," or "our"), and the area developer identified in the signature page of this Area Development Agreement ("you" or "your") as of the date specified as the "Effective Date" in Attachment A to this Area Development Agreement. If more than one person or entity is listed as Area Developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

WITNESSETH:

WHEREAS, we offer franchise rights relating to the establishment, development and operation of franchises ("Gameday Men's Health Franchise(s)") offering healthcare services to men, including hormone replacement therapy, erectile-dysfunction and hair-replacement therapies, physicals, mental health services in the fields of personal relationships and life skills, prescriptions, and similar non-critical healthcare services, goods, and medications ("Gameday Men's Health Business(es)");

WHEREAS, in addition to this Area Development Agreement, you and we have entered into a franchise agreement (the "Initial Franchise Agreement") for the right to establish and operate a single Gameday Men's Health Business (the "Initial Business");

WHEREAS, you desire to purchase an option to establish and operate multiple Gameday Men's Health Franchises within the territory described in Attachment A ("Development Territory"), under the development schedule described in Attachment B ("Development Schedule") and pursuant to the terms and conditions of this Area Development Agreement; and

WHEREAS, you may, subject to our approval and execution of our then-current Additional Marketing-Only Area Addendum, acquire the non-exclusive right to actively market and solicit customers in a designated Marketing-Only Area outside of (but not to operate any Gameday Men's Health Franchise within) the Development Territory.

NOW, THEREFORE, in consideration for the promises, rights and obligations set forth in this Area Development Agreement, the parties mutually agree as follows:

1. GRANT

1.1 We hereby grant to you the right to establish and operate the number of Gameday Men's Health Franchises indicated in Section 1 of Attachment B within the Development Territory described in Attachment A. Each Gameday Men's Health Franchise shall be operated according to the terms of our then-current form of individual franchise agreement which may contain materially different terms from the Initial Franchise Agreement including a higher royalty rate.

1.2 If you comply with the terms of this Area Development Agreement, including the Development Schedule, the individual franchise agreements entered into as a part of this Area Development Agreement, and any other agreements entered into with us or our affiliates, then we will not directly or indirectly cause or allow other Gameday Men's Health Franchises to be franchised or licensed in the Development Territory during the Term of this Area Development Agreement, subject to limited exceptions. You



acknowledge that the Development Territory may already include existing Gameday Men's Health Franchises, and that you may not develop a Gameday Men's Health Franchise that infringes on the territorial rights of existing Gameday Men's Health Franchises. We and our affiliates have the right to operate, and to license others to operate, Gameday Men's Health Businesses at any location outside the Development Territory, even if doing so could affect your operation of any of your Gameday Men's Health Businesses.

We and our affiliates, and any other authorized person or entity (including any other Gameday Men's Health Franchise), reserve the right at any time, to conduct any other type of activities within your Development Territory that we and our affiliates are permitted to conduct under the Initial Franchise Agreement and any subsequent franchise agreements. We also retain the right, for ourselves, our affiliates, and any other authorized person or entity (including any other Gameday Men's Health Franchises), to act in the manner permitted in any franchise agreement.

We reserve all rights not expressly granted to you, including the right for ourselves and our affiliates to engage in any other business activities not expressly prohibited by this Area Development Agreement. This includes, but is not limited to, the right to:

- (i) to own, franchise or operate Gameday Men's Health Businesses at any location outside of the Development Territory, regardless of the proximity to your Gameday Men's Health Businesses, even if doing so will or might affect your operation of Gameday Men's Health Businesses;

- (ii) to use the Gameday Men's Health trademarks (the "Marks") and system (the "System") to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Development Territory (even if these businesses compete with you). This includes, but is not limited to, other channels of distribution such as television, catalog sales, wholesale to unrelated retail outlets or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, including any telehealth, e-commerce, or online sales platform we operate (the "Online Platform"). You may not independently market on the Internet, conduct e-commerce, or sell through any telehealth, e-commerce, or online sales platform except through our Online Platform and subject to all then-current policies and procedures we establish for the Online Platform. For any sales made through our Online Platform, we may collect all proceeds directly and distribute to you your share of those proceeds in the amount and on the schedule we determine in our sole discretion. You may not create, operate, or use your own telehealth, e-commerce, or online sales platform without our prior written consent;

- (iii) to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering products similar to those offered by Gameday Men's Health Businesses, at any location, including within the Development Territory, which may be similar to or different from the Gameday Men's Health Business(es) operated by you;

- (iv) to engage in any transaction, including to purchase or be purchased by, merge or combine with, to convert to the System or be converted into a new system with any business whether franchised or corporately owned, including a business that competes directly with your Gameday Men's Health Business, whether located inside or outside the Development Territory, provided that any businesses located inside your Development Territory will not operate under the Marks;



(v) to implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs; and

(vi) to develop, operate, franchise, or license others to develop or operate a Her Way Health Franchise (or any other separately branded business of us or our affiliates), at any location, including within the Development Territory, regardless of the proximity to your Gameday Men's Health Businesses, even if doing so will or might affect your operation of Gameday Men's Health Businesses. You acknowledge that any such Her Way Health Franchise may be owned by us, our affiliate, or a third party, and that the presence of a Her Way Health Franchise in your Development Territory does not grant you any right or obligation to co-brand, co-locate, or otherwise associate with that Her Way Health Franchise. Any co-branded, co-located, adjacent, shared-premises, or otherwise associated arrangement between any Gameday Men's Health Franchise developed under this Area Development Agreement and a Her Way Health Franchise requires our separate written approval and execution of our then-current Co-Branding/Co-Location Addendum, which may impose additional requirements relating to site approval, floor plan, signage, separation of brands, approved shared resources, staffing, websites, social media, technology systems, books and records, and de-branding or separation obligations. We may deny, condition, or revoke approval of any such arrangement, and reservation of a Development Territory does not itself grant any right to operate a co-branded or co-located business.

We are not required to pay you if we exercise any of the rights specified above within the Development Territory. We do not pay compensation for soliciting or accepting orders inside the Development Territory, including orders accepted or solicited by other Gameday Men's Health franchisees. You agree that you may face competition from us, from other franchisees and from other channels of distribution or competitive brands that we control within the Development Territory.

Upon the expiration or termination of this Area Development Agreement, you shall have no further right to construct, equip, own, open or operate additional Gameday Men's Health Franchises which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between you (or an affiliate of you) and us, which is then in full force and effect.

1.3 This Area Development Agreement is not a franchise agreement and does not grant you the right to use the Marks or System in any manner. Each Gameday Men's Health Franchise will be governed by the individual franchise agreement signed by you or your affiliate and us for each Gameday Men's Health Business.

1.4 You must own at least a 51% equity interest in any legal entity that signs a franchise agreement under this Area Development Agreement. You shall identify all of your equity owners and leadership and management personnel (officers, directors, managers, etc.) by completing the "Statement of Ownership" attached to this Area Development Agreement as Attachment C. You agree to execute an updated form of Attachment C within ten business days of any change in your equity ownership. Failure of you to provide us with an updated Attachment C within the time frame specified in this Section 1.4 shall constitute a default of this Area Development Agreement.

1.5 After you have developed and opened at least one Gameday Men's Health Franchise under the Initial Franchise Agreement or any franchise agreement pursuant to this Area Development Agreement, we may, in our sole and absolute discretion, allow you to forgo development and operation of a Clinic for one of the franchises required to be opened under the Development Schedule and instead engage in active marketing and solicitation of customers within a designated Additional Marketing Area located within the Development Territory. Any such grant will be made only upon (i) your written request, (ii) our written



approval, (iii) your execution of our then-current Additional Marketing Area Addendum/Amendment to amend an existing franchise agreement under this Area Development Agreement, and (iv) your payment of the then-current Additional Marketing Area Fee. The Additional Marketing Area grants only the non-exclusive right to market and solicit; it does not grant any right to establish a Gameday Men's Health Franchise or other physical location within the Additional Marketing Area, and it does not expand the Development Territory or the development rights granted under this Area Development Agreement. We retain all rights to market within, and to grant other franchisees rights (including exclusive territorial rights) not granted to you in this Area Development Agreement.

2. TERM

Unless earlier terminated due to default as provided in Section 8, the term of this Area Development Agreement will expire upon the earlier of the following: (a) the termination date listed on Section 2 of Attachment B; or (b) completion of the obligations of the Development Schedule, and no notice shall be required to evidence or effectuate such expiration, which shall occur automatically upon the fulfillment of either of the foregoing conditions. Upon expiration or termination of this Area Development Agreement, the only territorial protections that you will retain are those under each individual franchise agreement. During the term of this Area Development Agreement (and following termination of this Area Development Agreement), you shall be subject to all confidentiality and non-compete provisions contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates.

3. DEVELOPMENT FEE

You must pay us the total “Development Fee” set forth in Attachment A upon execution of this Area Development Agreement. The Development Fee is uniformly calculated, payable when you sign this Area Development Agreement, and is non-refundable under any circumstances, even if you fail to open any Gameday Men’s Health Businesses.

4. MANNER FOR EXERCISING DEVELOPMENT RIGHTS

In order to exercise your development rights under this Area Development Agreement, you must enter into separate franchise agreements for each Gameday Men’s Health Franchise to be developed under this Area Development Agreement. The Initial Franchise Agreement shall be executed and delivered concurrently with the execution and delivery of this Area Development Agreement. All subsequent Gameday Men’s Health Franchises developed under this Area Development Agreement shall be established and operated pursuant to the form of franchise agreement and ancillary documents then being used by us for a Gameday Men’s Health Franchise. You acknowledge that the then-current form of franchise agreement may differ from the Initial Franchise Agreement. You may not exercise any development rights under this Area Development Agreement while you are in default of any other agreement with us, including the Initial Franchise Agreement or any other franchise agreement between us and you.

If you wish to purchase the right to open additional Gameday Men’s Health Franchises under this Area Development Agreement, you may make a written request to us which shall include the number of additional Gameday Men's Health Franchises that you wish to develop. We may accept or reject your request in our sole and absolute discretion. If we are willing to grant your request, then we will propose a new or amended Development Schedule and, if applicable, an amended Development Territory, and you agree to enter into our then-current form of “Amendment for Additional Development”, the current form of which is attached to our franchise disclosure document in Exhibit H. You will be required to pay us



the difference between the Development Fee that you pay us under this Area Development Agreement and our then-current development fee for the total number of all Gameday Men's Health Franchises in the amended Development Schedule and we reserve the right to increase the development fees that we charge. We may agree to expand your Development Territory in the Amendment for Additional Development or not modify your Development Territory in our sole and absolute discretion. Separately, after you have developed and opened at least one Gameday Men's Health Franchise under the Initial Franchise Agreement or any franchise agreement pursuant to this Area Development Agreement, you may request that we grant you an Additional Marketing Area pursuant to Section 1.5 hereof, whether such Additional Marketing Area is intended to replace the development of an additional Gameday Men's Health Franchise under the Development Schedule or be in addition thereto; any such grant is in our sole and absolute discretion and will require execution of our then-current Additional Marketing Area Addendum and, if in addition to the rights granted herein rather than in lieu of executing a franchise agreement for an additional location pursuant to the Development Schedule, payment of the then-current Additional Marketing Area Fee. You agree that we may reject any request that you make for additional development rights in our sole and absolute discretion and that nothing herein grants you any right to any additional development rights or additional territorial rights. You may not request additional Gameday Men's Health Franchises while you are in default of this Area Development Agreement or any other agreement with us, including any franchise agreement.

5. DEVELOPMENT SCHEDULE

5.1 Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4 and according to the Development Schedule set forth in Attachment B, which designates the number of franchise agreements that must be executed prior to the expiration of each of the designated development periods (each a "Development Period") for the operation of Gameday Men's Health Franchises in the Development Territory.

5.2 During any Development Period, you may, with our prior written consent, develop more than the number of Gameday Men's Health Businesses than you are required to develop during that Development Period by executing multiple franchise agreements during a single Development Period. Any franchise agreements executed during a Development Period in excess of the minimum number to be executed prior to expiration of that Development Period shall be applied to satisfy your development obligation during the next succeeding Development Period. You are not permitted to develop more than the total number of Gameday Men's Health Franchises permitted under the Development Schedule.

5.3 You shall open each Gameday Men's Health Business in accordance with the terms of the applicable franchise agreement and shall execute the franchise agreements in accordance with the Development Schedule set forth in Attachment B.

5.4 Your failure to adhere to the Development Schedule shall constitute an event of default under this Area Development Agreement, for which we may exercise any or all of our rights under Section 8.1 of this Area Development Agreement.

5.5 If we are not legally able to deliver a Franchise Disclosure Document to you by reason of any lapse or expiration of our franchise registration, or because we are in the process of amending any such registration, or for any reason beyond our reasonable control, we may delay acceptance of the site for your proposed Gameday Men's Health Franchise, or delivery of a franchise agreement, until such time as we are legally able to deliver a Franchise Disclosure Document. Your Development Schedule would be equally extended by such delay.

5.6 Notwithstanding any other provision of this Area Development Agreement, you must develop and open a minimum of two (2) Gameday Men's Health Franchises under this Area Development Agreement. Failure to satisfy this minimum development obligation shall constitute a default under Section 8.

6. LOCATION OF GAMEDAY MEN'S HEALTH BUSINESSES

The location of each Gameday Men's Health Business shall be selected by the you and approved by us in accordance with the terms set forth in each franchise agreement signed by you, within the Development Territory.

7. FRANCHISE AGREEMENT

You shall not commence construction on or open any Gameday Men's Health Business until, among other things, the individual franchise agreement for that Gameday Men's Health Franchise has been signed by both you and us.

8. DEFAULT AND TERMINATION

8.1 You will be in default of this Area Development Agreement if you (or your affiliate(s)): (a) fail to comply with the Development Schedule; (b) fail to perform any of your obligations under this Area Development Agreement or any individual franchise agreement; or (c) fail to comply with the transfer provisions contained in this Area Development Agreement. Upon default, we shall have the right, at our option, and in our sole discretion, to do any or all of the following:

- (a) terminate this Area Development Agreement;
- (b) terminate any territorial exclusivity granted to you;
- (c) reduce the size of your Development Territory;
- (d) permit you to extend the Development Schedule; or

(e) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

8.2 In addition, if any individual franchise agreement signed by you or your affiliate, whether or not signed in connection with or pursuant to this Area Development Agreement, is terminated for any reason, we shall have the right to terminate this Area Development Agreement on immediate written notice to you. Upon termination or expiration of the term of this Area Development Agreement, we shall have the right to open, or license others to open, Gameday Men's Health Businesses within the Development Territory (subject to the territorial rights granted, if any, for any then-existing Gameday Men's Health franchise agreements); and you shall be subject to all confidentiality and non-competition covenants contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates. For purposes of this Section 8.2, any franchise agreement signed by us and you or your approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which you or any stockholder, partner or joint venturer of you has any direct or indirect ownership or participation interest shall be deemed a franchise agreement issued to you.



8.3 Upon your first failure to adhere to the Development Schedule, you will lose the exclusive territorial rights granted in this Area Development Agreement as stated above in Section 5.4, but such initial failure to comply with the Development Schedule will not otherwise constitute default of this Area Development Agreement.

8.4 In the event of a default by you, all of our costs and expenses arising from such default, including reasonable accountant fees, attorney fees and administrative fees shall be paid to us by you within five days after cure or upon demand by us if such default is not cured. You will remain bound by all franchise agreements.

9. ASSIGNMENT

9.1 We shall have the absolute right to transfer or assign all or any part of our rights or obligations hereunder to any person or legal entity which assumes our obligation under this Area Development Agreement, and we shall thereby be released from any and all further liability to you. For the avoidance of doubt, a change of control includes any direct or indirect change in the ability to control or direct Franchisee, including through a change in the governance, trusteeship, or control of any trust or other entity that directly or indirectly owns an interest in Franchisee.

9.2 Upon the death or Permanent Disability (as defined below) of you or any equity owner of you (if you are an entity), we shall allow a period of up to 180 days after such death or Permanent Disability for his or her heirs, personal representatives or conservators (the “Heirs”) to seek and obtain our consent to the assignment of his or her rights and interests in this Area Development Agreement (or the assignment of his or her equity and voting power) to another equity owner or third-party approved by us. If, within said 180-day period, said Heir(s) fail to receive our consent or to effect such consent to assignment, then we shall have the right to immediately terminate this Area Development Agreement. We may withhold or grant such consent in our sole discretion. For purposes of this Section 9.2, a “Permanent Disability” shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Area Development Agreement or in the guaranty made part of this Area Development Agreement for at least 90 consecutive days, and from which condition recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, a licensed practicing physician selected by us will examine the person and determine if he or she has a Permanent Disability. If the person refuses to submit to an examination, such person shall automatically be deemed Permanently Disabled as of the date of such refusal for the purpose of this Section 9.2. The costs of any examination required by this Section 9.2 shall be paid by us. Upon the death or claim of Permanent Disability of you or any Principal, you or your representative must notify us of such death or claim of Permanent Disability within 15 days. The Heirs must request our approval for the right to transfer to the next of kin within 120 calendar days after the death or disability.

9.3 You may not assign this Area Development Agreement or any rights to the Development Territory except in compliance with Section 9.2. The provisions of this Section shall not restrict you from transferring an open and operating Gameday Men’s Health Franchise in compliance with the assignment provisions contained in such franchise agreement.

10. FORCE MAJEURE

In the event that you are unable to comply with the Development Schedule due to strike, riot, civil disorder, war, epidemic, fire, natural catastrophe or other similar events which are beyond your control and cannot be overcome by use of reasonable commercial measures (“Force Majeure”), and upon notice to us, the Development Schedule and this Area Development Agreement shall be extended for a



corresponding period, not to exceed 90 days. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under this Area Development Agreement or any franchise agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Area Development Agreement during or after the Force Majeure event.

11. ENTIRE AGREEMENT

This Area Development Agreement constitutes the entire understanding of the parties with respect to the development of the Development Territory, and shall not be modified except by a written agreement signed by the parties. However, nothing in this Area Development Agreement or any related agreement is intended to disclaim representations made in the Franchise Disclosure Document. Where this Area Development Agreement and any franchise agreement between the parties conflicts with respect to the payment terms of Development Fees or equity interests held by you or your operating partners, the terms of this Area Development Agreement shall govern. Under no circumstances do the parties intend that this Area Development Agreement be interpreted in a way as to grant you any rights to grant sub-franchises in the Development Territory.

Any email correspondence or other form of informal electronic communication shall not be deemed to modify this Area Development Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Area Development Agreement. The attachments are part of this Area Development Agreement, which, together with any amendments or addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Area Development Agreement.

This Section is intended to define the nature and extent of the parties' mutual contractual intent, and serves to show that there is no intention to enter into contract relations other than the terms contained in this Area Development Agreement. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Area Development Agreement, would affect the economic terms of this bargain.

12. OUR RELATIONSHIP

Nothing in this Area Development Agreement creates a fiduciary relationship between the parties or is intended to make either party an agent, legal representative, partner or employee of the other party. Neither party may: (a) make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other; or (b) represent that our relationship is other than franchisor and franchisee. Neither party is obligated by any agreement or representation made by the other party unless expressly authorized by this Area Development Agreement. You shall enter into contracts for the development of the Development Territory contemplated by this Area Development Agreement at your sole risk and expense, and shall be solely responsible for the direction, control, supervision and management of your agents and employees. You acknowledge that you do not have authority to incur any obligations, responsibilities or liabilities on behalf of us, or to bind us by any representations or warranties, and agree not to hold yourself out as having this authority.

You or your affiliate (if applicable) must determine appropriate staffing levels for each of your Gameday Men's Health Businesses developed under this Area Development Agreement to ensure full compliance with each of the individual franchise agreements and our System standards. You or your



affiliate are solely responsible to hire, train and supervise employees or independent contractors to assist with the proper operation of the Gameday Men's Health Businesses. You or your affiliate must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your employees or as applicable, for your independent contractors. These employees and independent contractors will be your or your affiliate's employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You or your affiliate must inform your employees and independent contractors that you are exclusively responsible for supervising their activities and dictating the manner in which they perform their assigned tasks. In this regard, you or your affiliate must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, time cards and similar items.

You have sole responsibility and authority for all employment-related decisions, including employee selection and promotion, firing, hours worked, rates of pay and other benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not provide you with any advice or guidance on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the area development and/or franchise relationship and notifies the employee or independent contractor that you are his or her sole employer. You must also post a conspicuous notice for employees and independent contractors in the back-of-the-house area explaining your area development and/or franchise relationship with us and that you (and not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

13. INDEMNIFICATION

You agree to protect, defend, indemnify and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities (collectively, the "Indemnified Parties") harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, directly or indirectly incurred as a result of, arising from, out of, or in connection with your carrying out your obligations hereunder; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach of violation of any agreement (including this Area Development Agreement or any franchise agreement between you and us); or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you or your affiliate, and your respective officers and employees.

You agree to reimburse us within 30 days of us submitting an invoice to you for all costs of defending the matter, including all attorney fees we incur, whether or not your insurer assumes defense of us promptly when requested. We have the right to approve any resolution or course of action, including, but not limited to, the selection of an attorney for the defense of a matter that could directly or indirectly have any adverse effect on us or our Marks or System, or could serve as a precedent for other matters.

14. GENERAL PROVISIONS

14.1 This Area Development Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their heirs, successors, permitted assigns and personal representatives. If more than one person or entity is listed as the area developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

14.2 We have the right in our sole and absolute discretion to delegate to third party designees, whether these designees are our agents or independent contractors with whom we have contracted the performance of any portion or all of our obligations under this Area Development Agreement, and any right that we have under this Area Development Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Area Development Agreement.

14.3 The headings in this Area Development Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Area Development Agreement unless otherwise specified. All references to days in this Area Development Agreement refer to calendar days unless otherwise specified. The term “you” as used in this Area Development Agreement is applicable to one or more persons or an entity, and the singular usage includes the plural and the masculine and neuter usages include the other, the feminine and the possessive.

14.4 All provisions that expressly or by their nature survive the termination, expiration or transfer of this Area Development Agreement will continue in full force and effect, even after the termination, expiration or transfer of this Area Development Agreement, until they are fully satisfied or expire by their own terms.

14.5 This Area Development Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original.

14.6 Nothing in this Area Development Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Area Development Agreement; provided, however, that the Indemnified Parties are intended third party beneficiaries under this Area Development Agreement with respect to your indemnification obligations.

14.7 We and you may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall apply only to the specifically waived provisions and shall not affect any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Area Development Agreement (including the right to demand exact compliance with every term, condition and covenant in this Area Development Agreement, or to declare any breach of this Area Development Agreement to be a default, and to terminate the Area Development Agreement before the expiration of its Term) by virtue of: (i) any custom or practice of the parties that varies with the terms of this Area Development Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Area Development Agreement or to insist upon exact compliance by the other with its obligations under this Area Development Agreement, including any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other “Gameday Men’s Health” area developers; or (iv) the acceptance by us of any payments due from you after breach of this Area Development Agreement.

14.8 Each section, subsection, term and provision of this Area Development Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Area Development Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Area Development Agreement. If a court concludes that any promise or covenant in this Area Development Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable and consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate your obligations under the Area Development Agreement to the fullest extent permitted by law), and you agree to be bound by the modified provisions. No provision herein expressly identifying any term or breach of this Area Development Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material. Nothing in this Area Development Agreement is intended to disclaim any of the representations we made in the franchise disclosure document.

14.9 You understand and agree that nothing in this Area Development Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as an area developer of ours. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and area developer. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Area Development Agreement. You further agree that fulfillment of any and all of our obligations written in the Area Development Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

15. APPLICABLE LAW

Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Area Development Agreement and the area developer relationship shall be governed by the laws of the state in which our then-current headquarters is located (currently, California - without reference to its principles of conflicts of law), but any law of that State that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its area developer or franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

If applicable law implies a covenant of good faith and fair dealing in this Area Development Agreement, we and you agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Area Development Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Area Development Agreement (and the relationship of the parties that is inherent in this Area Development Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions consistent with our explicit rights and obligations under this Area Development Agreement that may affect your interests favorably or unfavorably; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees and area developers generally (including us and our affiliates, if applicable), and specifically without considering your individual interests or the individual interests of any other particular area developer or franchisee; (iii) we



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

16. NOTICE

Whenever this Area Development Agreement requires notice, it shall be in writing and shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by email (to the last email address provided by the recipient); one business day after delivery by any trackable delivery method, or three business days after placement in the United States mail by Registered or Certified Mail, Return Receipt Request, postage prepaid and addressed: (a) to us at the address on the first page of this Area Development Agreement, unless written notice is given of a change of address; and (b) to you at the address set forth in Attachment A of this Area Development Agreement, unless written notice is given of a change of address.

17. DISPUTE RESOLUTION

We and you agree that any dispute between the parties arising out of the terms of this Area Development Agreement shall be governed in accordance with the terms and conditions set forth in the Initial Franchise Agreement, including those provisions requiring mediation and/or arbitration (subject to limited exceptions for certain claims), and such terms and conditions are incorporated into this Area Development Agreement. We and you each agree that our and your respective obligations to comply with the dispute resolution terms set forth in the Initial Franchise Agreement shall survive any termination, expiration or renewal of the Initial Franchise Agreement and shall survive any termination or expiration of this Area Development Agreement.

18. ACKNOWLEDGEMENTS

18.1 You acknowledge and recognize that different area development agreements and franchise agreements may have different terms and conditions, including different fee structures, than this Area Development Agreement, regardless of when those other agreements were or will be executed. We do not represent that all area development agreements or franchise agreements are or will be identical.

18.2 Nothing in this Area Development Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by any reason of this Area Development Agreement.

18.3 You represent to us that the execution of this Area Development Agreement is not in conflict with any other written or oral obligation you may have.

18.4 You acknowledge and agree that this offering is not a security as that term is defined under applicable Federal and State securities laws.

18.5 You acknowledge the obligation to train, manage, pay, recruit and supervise employees of the Gameday Men's Health Businesses rests solely with you.

(Signature page follows)



IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Area Development Agreement on the day and year first written above.

FRANCHISOR:

REAM FRANCHISE GROUP, LLC
a California limited liability company

Sign:
Printed Name:
Title:
Date:

AREA DEVELOPER:

[Name of Area Developer]
[Area Developer Entity Info]

Sign:
Printed Name: [Area Developer Signatory]
Title:
Date:

Or if Area Developer is an individual(s)

Sign:
Printed Name: [Area Developer Signatory]
Date:

Sign:
Printed Name: [Area Developer Signatory]
Date:

ATTACHMENT A

DATA SHEET

1. Effective Date. The Effective Date of this Area Development Agreement, set forth in the introductory Paragraph of this Area Development Agreement is:

[Effective Date]

2. Area Developer. The Area Developer set forth in the introductory Paragraph of this Area Development Agreement is:

[Name of Area Developer] [Area Developer Entity Info]
--

3. Description of the Development Territory:

[Description of the Development Territory]
--

4. Development Fee. Check one:

Check One	Gameday Men's Health Businesses Being Developed	Development Fee
	Up to 2	\$91,500
	Up to 3	\$129,500
	Up to 4	\$165,500
	Up to 5	\$199,500
	Up to 6	\$231,500
	Up to ____	\$231,500 plus \$30,000 for each additional Business beyond 6

5. Notice Address. The notice address for the area developer, as set forth in Section 16 of this Area Development Agreement, is:

[Area Developer Notice Address]

(Signature page follows)

FRANCHISOR:

REAM FRANCHISE GROUP, LLC
a California limited liability company

Sign:
Printed Name:
Title:
Date:

AREA DEVELOPER:

[Name of Area Developer]
[Area Developer Entity Info]

Sign:
Printed Name: [Area Developer Signatory]
Title:
Date:

Or if Area Developer is an individual(s)

Sign:
Printed Name: [Area Developer Signatory]
Date:

Sign:
Printed Name: [Area Developer Signatory]
Date:

ATTACHMENT B

DEVELOPMENT SCHEDULE

1. Number of Gameday Men's Health Franchises to be developed under this Area Development Agreement (including the Initial Franchise Agreement):

[Number of Gameday Men's Health Franchises To Be Developed]

2. The termination date of this Area Development Agreement shall be the earlier of the date the Development Schedule is complete or:

[Termination Date]

3. Development Schedule (only applicable for number of Gameday Men's Health Franchises to be developed under #1 above):

Gameday Men's Health Franchise	Franchise Opening Deadline
First Franchise	9 months after execution of Area Development Agreement
Second Franchise	20 months after execution of Area Development Agreement
Third Franchise	30 months after execution of Area Development Agreement
Fourth Franchise	40 months after execution of Area Development Agreement
Fifth Franchise	50 months after execution of Area Development Agreement
Sixth Franchise and any additional Franchises	60 months after execution of Area Development Agreement for Sixth and 10 months thereafter for each subsequent Franchise

(Signature page follows)

FRANCHISOR:

REAM FRANCHISE GROUP, LLC
a California limited liability company

Sign:
Printed Name:
Title:
Date:

AREA DEVELOPER:

[Name of Area Developer]
[Area Developer Entity Info]

Sign:
Printed Name: [Area Developer Signatory]
Title:
Date:

Or if Area Developer is an individual(s)

Sign:
Printed Name: [Area Developer Signatory]
Date:

Sign:
Printed Name: [Area Developer Signatory]
Date:

ATTACHMENT C
STATEMENT OF OWNERSHIP

Area Developer: _____

**Form of Ownership
(Check One)**

____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Limited Liability Company**

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation/Incorporation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners*:

Name	Address	Percentage Owned

***If any members, stockholders or partners are entities, please list the entities and owners of such entities up through the individuals.**

(Signature page follows)



AREA DEVELOPER:

[Name of Area Developer]
[Area Developer Entity Info]

Sign:
Printed Name: [Area Developer Signatory]
Title:
Date:

Or if Area Developer is an individual(s)

Sign:
Printed Name: [Area Developer Signatory]
Date:

Sign:
Printed Name: [Area Developer Signatory]
Date:

EXHIBIT E

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 31, 2025:

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
*Penny	Justin & Mollie	TRT Mens Health CA INC	2525 C St, Ste 250	Anchorage	AK	99503	907-738-4236
*Cosby	Chad		2138 Moores Mill Rd	Auburn	AL	36830	8437547242
Cate	Matt		1703 US Highway 98, Suite G	Daphne	AL	36526	6153371554
Davis	Maddie & Braiden	Prime Health	9238 Madison Blvd. Suite 1300-B	Madison	AL	35758	682-551-8800
Barber	Matt & Tara		1110 Montlimar Dr., #605	Mobile	AL	36609	251-689-8801
*Ross	Carter, Bret, & Jennifer		451 St. Luke's Drive Ste A	Montgomery	AL	36117	2054150016
*Ross	Carter		2271 Pelham Pkwy Ste 1	Pelham	AL	35124	2054150016
*McLaughlin	Athens		5048 Pinnacle Square, Suite 106	Trussville	AL	35235	2059107891
*Cosby	Chad		1000 13th St E.	Tuscaloosa	AL	35404	3342093706
*McLaughlin	Athens	Options Plus Wellness	4505 Pine Tree Circle, Suite 202	Vestavia Hills	AL	35243	2059179973
*Jackson	Dave		2905 S Walton Blvd Ste 17	Bentonville	AR	72712	8013688148
Coble	Anna & Chris	JRT Management LLC - no access	2278 Albert Pike, Ste. A.	Hot Springs	AR	71913	5015201608
*Stewart & Labeda	Mark & Mike		2450 S. Gilbert Rd. Ste 206	Chandler	AZ	85286	4802216476
*Owen	Eric		2452 E Baseline Rd, Unit 220	Gilbert	AZ	85234	4803268370
*Castleman	Vicki, Scott, and Connor	Royal Men's Health LLC	18555 N 79th Ave Suite D107	Glendale	AZ	85308	4026869096
*Slonsky	Ed & Dena		1616 N. Litchfield Rd, Suite A150	Goodyear	AZ	89395	8189394437
Stevens	Heather		7205 S 51st Ave, Suite 201	Laveen	AZ	85339	520-240-3832
*Shammas & Shorez	Cole & Joseph	Mens Management Clinic East LLC	6124 E Brown Road	Mesa	AZ	85205	6196473905
*Collison & Tuck	Roger & Jordon		9744 W. Northern Ave	Peoria	AZ	85345	8015104484
*Castleman	Vicki, Scott, and Connor	Royal Men's Health LLC	3130 W. Carefree Highway, Suite B15	Phoenix	AZ	85086	4026869096
*Stewart & Labeda	Mark & Mike		3333 E Camelback Rd	Phoenix	AZ	85018	4808868066
*Cohen	Dan		14358 N Frank Lloyd Wright Blvd, Ste 11	Scottsdale	AZ	85260	650 208 4636
*Harris	Morgan & Christi		33739 N Scottsdale Rd Unit C-110	Scottsdale	AZ	85266	818-324-6868
*Schultz & Secord	Betsy & Emily		14239 W Bell Rd	Surprise	AZ	85374	5415207997
* Gillespie & Bruno	David & Rocco		5210 East Williams Circle, Suite 620	Tucson	AZ	85711	15208614556

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*Mutton	Matthew	Granite Strength & Wellness LLC	500 S Anaheim Hills Rd Ste 240	Anaheim	CA	92807	5628967491
*Pamir	Eren		301 W Huntington Dr STE 300	Arcadia	CA	91007	5868220072
Yu	Simon & Yesa		17100 Pioneer Blvd. Suite 420	Artesia	CA	90701	323-590-8651
*Baker	Kim & Chris	Red Factor LLC	1502 Mill Rock Way Suite 250	Bakersfield	CA	93311	559-901-0011
*Baker	Kim & Chris	Red Factor LLC	3521 Allen Rd., Unit 103	Bakersfield	CA	93314	559-901-0011
*Brinkman	Robert		771 E Daily Dr, Suite 350	Camarillo	CA	93010	8188148800
Short & Padula	Heather, Christina, & Mike		2550 Lakewest Dr. #30	Chico	CA	95928	530-570-1310
*Arbizo & Corona	Steve & Adrian		14252 Schleisman Rd. Suite 205	Eastvale	CA	92880	951-818-3635
*Chauhan & Mohammed	Varun & Imran		1190 Suncast lane, Suite 4	El Dorado Hills	CA	95762	9167658519
*Watson	Keely & Kandace		5400 Balboa Blvd	Encino	CA	91436	(818)455-2825
*Huffman	Grace & Jason		2480 Hilborn Road, Suite 255	Fairfield	CA	94534	925-899-3492
*Gebhart	Garrett		7470 Cherry Ave #102	Fontana	CA	92336	(909) 815-5484
*Singh, Thakur, & Malhotra	Bobby, Sheena, Bobby, & Ekta		27462 portola parkway, suite 200	Foothill Ranch	CA	92610	6306971530
*Gill	Jay & Simran	Gill Management Corporation	761 E Locust Ave, Ste 103	Fresno	CA	93720	5592893710
*Mutton	Matthew		1440 N Harbor Blvd STE 103	Fullerton	CA	92835	562-896-7491
*Plotkin	Alex	BBJ Imperium Group LLC	10515 Balboa Blvd,	Granada Hills	CA	91344	3103593300
*Singh & Aulakh	Jagdeep & Bobby		450 Kings County Dr. Suite 103	Hanford	CA	93230	5598711612
*Haim & Becker	Allyson & Steve	Skyline Asset Group LLC	7677 Center Ave Suite 201	Huntington Beach	CA	92647	818-967-8858
*Kinney	Abraham		43927 15th St. West	Lancaster	CA	93534	3235457383
Walker	Jesse		4300 Long Beach Blvd., Suite 450	Long Beach	CA	90807	7144210480
*Huh, Stiles, & Paek	Jimmy, Ethan, & Alex	Cheil Daebak LLC/Socal Men's Health Corp	11500 W Olympic Blvd #590	Los Angeles	CA	90064	626-231-1183
*Jain	Neren		1225 W. Center Sr, Suite 101	Manteca	CA	95337	7322074616
*Curatolo	TJ & Abril		29950 Haun Rd, Ste 201	Menifee	CA	92586	8015976807
*McKhann	Holland & Michael		1156 Jacklin Road	Milpitas	CA	95035	6505071100

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Feliciano	Paul		12800 Heacock St., Ste. A4	Moreno Valley	CA	92553	951-743-3094
*McKhann	Holland & Michael		1040 Rengstorff Avenue, Suite C	Mountain View	CA	94043	6505071100
*Kuder	Kevin		24619 Washington Ave, Suite 200	Murrieta	CA	92562	8582546525
*Huffman	Grace & Jason		433 Soscol Avenue Suite A110	Napa	CA	94559	925-899-3492
*Ball	Mark	Balled LLC	6400 Laurel Canyon Blvd Ste 540	North Hollywood	CA	91606	6782836443
*McCarthy	Jeff	High Ground Health & Fitness LLC	3645 Grand Ave, Suite 103	Oakland	CA	94610	5103035474
*Goodwin	Jeff		700 E. Tahquitz Canyon Way, Suite 4	Palm Springs	CA	92262	310-293-1159
*Mahmood	Rusty & Zaki	Men's Health Pasadena LLC	960 E Green St., Suite 207	Pasadena	CA	91106	323-919-3167
Perez	Mark		126 avocado Ave #205	Perris	CA	92571	909-503-5122
*Alexandridis & Mercadante	Jason & Damon	Wynn Forward, LLC	405 N McDowell BLVD	Petaluma	CA	94954	(702) 582-3555
*Fanning	Steve & Shannon		4683 Chabot Dr Suite 203	Pleasanton	CA	94588	9492881292
*Vanderbyl	Josh	Vanderbyl Clinics	15706 Pomderado Rd Suite 206	Poway	CA	92064	951-378-1994
*Brown	John	Rancho Health	10370 Commerce Center Ste B-100	Rancho Cucamonga	CA	91730	7608890113
*Brown	John	Rancho Health	1980 Orange Tree Ln Ste 107	Redlands	CA	91730	7608890113
*Hartman	Jessie	JHart Ventures INC	1690 Woodside Rd, Suite 120	Redwood City	CA	94061	415-786-6645
*Parthasarathy	Vinod	Pinnacle Health & Wellness Corp	6216 Brockton Ave, Suite 212	Riverside	CA	92506	9497351014
*Engelman	Sara & Al		3736 Atherton Rd, Suite 101	Rocklin	CA	95765	9162596282
Naylor	Chris & Mary Anne	EMCEN Health Roseville	2436 Professional Dr #100	Roseville	CA	95661	619-517-3249
*Engelman	Sara & Al		7420 Greenhaven Drive, Suite 115	Sacramento	CA	95831	916-975-5818
*Legoullon	David, Machille, Ryan, & Bret		3000 L Street suite 110	Sacramento	CA	95816	707-580-2409
Papneja	Ankur		1001 Sneath Lane, Suite 206	San Bruno	CA	94066	5623218862
*Vanderbyl	Josh	Vanderbyl Clinics	2635 Camino del Rio S #200	San Diego	CA	92108	951-378-1994
Rafeh	Ronny		1334 W Covina Blvd, San Dimas	San Dimas	CA	91773	9094462247

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*Doonboli	Kambiz		465 California Street Suite 610	San Francisco	CA	94104	412-983-4318
Bhatia	Priya	Minnesota Mens Medical Management LLC	6128 Camino Verde Drv, Suite B	San Jose	CA	95119	650-417-5019
*Krayzelburg, Sukharev, Lukach, & Kotovets	Lenny, Ken, Slavic, Gary, & Renata		27200 Tourney Rd Suite 250	Santa Clarita	CA	91355	973-699-4448
Bagala	Tiffany & Scott	Straight Jackets, LLC	4855 Old Redwood Highway	Santa Rosa	CA	95403	707-867-6811
Johnston & Hess	Eric & Terry	Long Beach Men's Health LLC	1650 Pacific Coast Highway	Seal Beach	CA	90740	9492440244
*Harris	Morgan & Christi		2045 Royal Ave suite #224	Simi Valley	CA	93065	818-324-6868
*Jain & Garg	Neren & Preeta		3461 Brookside Rd, Suite D	Stockton	CA	95219	7322074616
*Brinkman	Robert		351 Rolling Oaks Dr, Suite 203	Thousand Oaks	CA	91361	8188148800
*Huh, Stiles, & Paek	Jimmy, Ethan, & Alex		23430 Hawthorne Blvd SUITE # 340	Torrance	CA	90505	7149437877
Harmon	Eric		14642 Newport Avenue Suite 388	Tustin	CA	92780	8587357353
Dreher	Ashlee & Scott		400 N. Mountain Ave #123	Upland	CA	91784	1(909)9963618
*Carsel	Dan		595 Buck Avenue, Ste. A,	Vacaville	CA	95688	916-380-2944
*Gill	Jay & Simran	Higear wellness LLC	4150 S Demaree St, Suite B	Visalia	CA	93277	5592893710
*Doonboli	Kambiz		1225 Alpine Road, Suite 100	Walnut Creek	CA	94596	4129834318
*Plotkin	Alexander		7230 Medical Center Dr	West Hills	CA	91307	3103593300
*Johnson	Ryan & Heather		12510 E Iliff Ave Ste 120	Aurora	CO	80014	8016364439
*Cinelli & Schubert	Brian & Ryan		350 Broadway	Boulder	CO	80305	832-483-2453
*Sanders & Sparks	Mike & Andrew		830 Tenderfoot Hill Road Suite 320	Colorado Springs	CO	80906	6192062969
*Tyler	Ampy & Greg		55 Madison St. Ste 260	Denver	CO	80206	515-240-1880
*Miller	Scott	Four Tigers INC	750 West Hampden Ave, Suite 501	Englewood	CO	80110	757-353-7922
*Walsh	Regina & Jake		3534 John F. Kennedy Parkway suite B	Fort Collins	CO	80525	8504285663
*Bogue	Josh & Danisha	Bogue Ventures Incorporated	350 Indiana St, Suite #100	Golden	CO	80401	970-270-2609
Costello & Soria	Ray & Aixa		2148 Broadway STE B5	Grand Junction	CO	81507	(909) 556-9409
*Clark	Jonie		10701 Melody Dr. Ste 315	Northglenn	CO	80234	970-302-4076

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*Westensko w, Matson, & Chapman	Ryan, Chris, & Byron	Co Vitality LLC	11960 Lioness Way Ste. 100	Parker	CO	80134	8015405817
*Anastasia & Vroman	John & Doug	NORTH FLORIDA ELITE HEALTH & LONGEVITY, LLC	42 Old Ridgebury Rd	Danbury	CT	06810	2038585184
*Fahy	Patrick		501 Kings Hwy E Suite 203	Fairfield	CT	06825	2039935444
Tagliavini	Christopher		300 Plaza Middlesex	Middletown	CT	06457	8608030185
*Boulger	Will	Burn Essex, LLC	462 Washington Ave	North Haven	CT	06473	7742198467
*Boulger	William		51 North Main St, Unit 1C	Southington	CT	06489	774-219-8467
*Smith	Chad		60 Long Ridge Road, Suite 301	Stamford	CT	06905	646.541.2586
*Leserman	Eric & Jenni		18 N. Main Street, Suite 204	West Hartford	CT	06107	847-868-5785
*Smith	Chad		728 Post Road East	Westport	CT	06880	6465412586
*Collison	Roger	CWA, LLC	110 Christiana Medical Center	Newark	DE	19702	302-245-9413
*Evans & Wallace	Tyzer & Patrick		1003 Atlantic Blvd	Atlantic Beach	FL	32233	707-328-1196
*Herrera & Mohammed	Donny, Paola, & Haleem	SHR Wellness Corp	20801 Biscayne Blvd Unit 303	Aventura	FL	33180	4156581333
*Herrera & Mohammed	Donny, Paola, & Haleem	SHR Wellness Corp	7280 W. Palmetto Park Rd., Suite 103-N	Boca Raton	FL	33433	9543193445
*Humphries , Nassar, & Valentine	Tom, Rick, & Jay		27399 Riverview Center Blvd., Suite 106	Bonita Springs	FL	34134	585-737-9866
*Grassi	Chris		710 Oakfield Dr. Suite 260	Brandon	FL	33511	727-735-2919
*Tabor	Michael	DAX23 MAC13 Scooter9	15340 Jog Rd, STE 208	Delray Beach	FL	33446	5616998442
*Blady	Lisa		4477 Legendary Dr, Ste 201	Destin	FL	32541	850-736-1251
*Ashcraft	James	MPA Business Associates, Inc	4711 US Highway 17, Suite B1	Fleming Island	FL	32003	9048380732
*Evans & Wallace	Tyzer & Patrick		2916 University Blvd W, Suite 101	Jacksonville	FL	32217	707-328-1196
Key	Matthew		110 E Pine St.	Lakeland	FL	33801	9109642044
*Gryniuk & Parikh	Darren & Ankit		1345 West Bay Drive Suite 405	Largo	FL	33770	703-338-9911
*Dedek	Bill & Deborah	Dedekation LLC	6905 N Wickham Rd Ste 205	Melbourne	FL	32940	954.257.1125
Anez	Alex		6175 NW 153rd Street, Suite 320	Miami Lakes	FL	33014	305-801-8000
*Humphries , Nassar, & Valentine	Tom, Rick, & Jay		3200 Bailey Lane, Suite 275	Naples	FL	34105	585-737-9866

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*Saez	Jesse		2100 SE 17th St #701	Ocala	FL	34471	3528161061
*Lee	Chia		812 W Colonial Dr	Orlando	FL	32804	7164008595
*Paluga & Rosen	Eric, Mark, and Leah	Palaga-Rosen Corp	8895 N. Military Trail suite 201C	Palm Beach Gardens	FL	33410	5619148597
Pagliari	Anthony & Verushcka		35111 US HWY 19 N Suite 301	Palm Harbor	FL	34684	707-330-3040
*Garrett	Bradley		1517 W Garden St	Pensacola	FL	32505	8507760756
*Tabor	Michael	DAX23 MAC13 Scooter9	420 FL-7, STE 114	Royal Palm Beach	FL	33414	5616998442
*Rothbauer	William		2401 University Parkway, Ste 203	Sarasota	FL	34243	262-442-0778
*Bennett	Greg		202 S Rome Ave suite 190	Tampa	FL	33606	813-629-1190
*Jenkins	Allan & Diana	NW Tampa Health & Wellness LLC	4902 Eisenhower Blvd S, Suite 115	Tampa	FL	33634	8137270312
*Jackson & Morales	Chane, Sandra & Jason		13101 Telecom Drive Suite 250	Temple Terrace	FL	33637	253-882-9912
Larsen	Craig & Roger		4000 Atlantic Blvd	Vero Beach	FL	32960	847-567-0606
*Tabor	Michael	DAX23 MAC13 Scooter9	500 S. Australian Ave, STE 205B	West Palm Beach	FL	33401	5616998442
*Herrera & Mohammed	Donny, Paola, & Haleem	SHR Wellness Corp	2720 Oakbrook Ln	Weston	FL	33332	9548126078
*Reddy & Mandadi	Tarak, Praneet, Santhosh, & Shaikrupa	V4Ventures INC	3225 North Point Parkway, Suite 102	Alpharetta	GA	30005	302-559-5205
*Bauer & Burt	Eric & Casey	Zero Franchising LLC	121 Perimeter Center West, Suite 310	Atlanta	GA	30346	4043942676
*Burt & Bauer	Casey & Eric	Straight Jackets LLC	1801 Peachtree Street NE, Suite 125	Atlanta	GA	30309	404-394-2676
Pineiro	Eric & Betty		1239 Friendship Rd, Ste 300	Braselton	GA	30517	770-295-9211
Bence	David & Megan		1921 Whittlesey Rd, Suite 100	Columbus	GA	31904	8125215132
*Darwin	Charles		6002 HWY 53E	Dawsonville	GA	30534	404-593-3687
Miller	John	Titan Health Ventures, LLC	1233 Highway 54 Suite 120	Fayetteville	GA	30214	2254053702
*Darwin	Charles		660 Lanier Park Dr Ste G	Gainesville	GA	30501	4045933687
Kong	Calvin	Kick Off Anti Aging Health INC	316 West Pike Street, Suite 140B	Lawrenceville	GA	30046	7709100630
*Cochran	Chad & Courtnee		3890 Johns Creek Pkwy	Sewanee	GA	30024	4045503636
*Patel	Setul & Trishna		3200 Highlands Pkwy Se STE 427	Smyrna	GA	30082	5043383334
Parker	Tim		115 N. Park Trl.	Stockbridge	GA	30281	4043145655

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*Sabo	Zach		300 Parkbrooke Pl, Suite 220	Woodstock	GA	30189	4046060920
*Morris	William & Allison	TRT DSM LLC	1634 SW Main St #206	Ankeny	IA	50023	515-205-6021
*Morris	William & Allison	TRT DSM LLC	13375 University Ave, suite 101	Clive	IA	50325	515-205-6021
*Nelson	Cory		780 Community Dr #7	North Liberty	IA	52317	319-504-7550
Belnap	Brock	True Health Managed Services LLC	3369 Chasewood Drive	Ammon	ID	83406	406-570-7060
*Bowie	Nathaniel		1250 W Ironwood Dr Suite 201	Couer d'Alene	ID	83814	2087901119
*Bowie	Nathaniel		3875 E Overland Dr Suite 202	Meridian	ID	83642	2087901119
Burtenshaw & Hunsaker	Dave & Russ		421 N. Washington St. Suit B	Twin Falls	ID	83301	2086506075
*Patel	Mitul & Jalpa		2706 N. Halsted St. Suite A	Chicago	IL	60614	847-561-9980
*Smee	Courtney & Jason	Smith Services and Management LLC	2860 S River Road	Des Plaines	IL	60018	7175790482
*Gryniuk, Dharia, & Parikh	Darren, Saurabh, & Ankit	PAK Healthcare LLC	188 W Industrial Drive, Suite 315	Elmhurst	IL	60126	6302584553
Fox	Matthew		9 Glen Ed Professional Park	Glen Carbon	IL	62034	5732759966
*Subudhi	Arabinda		755 S Milwaukee Avenue, Ste 169	Libertyville	IL	60048	8475028339
*Alqara	Fares		1952 McDowell Road, Suite 205	Naperville	IL	60563	513-263-0469
*Patel	Dillan, Nimesh, & Roopen	VP Health LLC	2625 Butterfield Rd Suite 103	Oakbrook	IL	60523	6302471858
*Patel	Mitul & Jalpa		5202 Old Orchard Rd, Suite N220	Skokie	IL	60077	847-561-9980
Woolum	Tony		2524 Farragut Dr Suite E	Springfield	IL	62704	2179725802
*Patel	Dillan, Nimesh, & Roopen		1400 Lincoln Hwy suite A	St. Charles	IL	60174	630-247-1858
Tokos	Amanda	End Game LLC	8102 Kingston Street, Suite 400	Avon	IN	46123	260-804-5552
*Steiner	Matthew	Pan Constructive Health & Wellness	5116 N State Rd 135, Suite G	Bargersville	IN	46106	317-717-4123
*McGurk & Lyons	Dan & Joshua		2672 E 2nd Street	Bloomington	IN	47401	8123417189
*Sargent	Scott	Breese Enterprises Inc	301 E Carmel Dr, Suite F-300	Carmel	IN	46032	3178001634
*Sargent	Scott		111876 Olivo Road, Suite 200	Fishers	IN	46038	3175203373
*Humphries	Justin	Revitalize Health Group LLC	7230 Engle Road, Ste 304	Fort Wayne	IN	46804	260-602-5342

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*Humphries	Justin		1411 W County Line Road	Greenwood	IN	46142	12606025342
*Humphries	Justin	WOOFUS GMH DENTON, LLC	7430 N. Shadeland Ave.	Indianapolis	IN	46250	2606025342
Bales	Mitchell	Huerter Wellness LLC	4910 Corporate Center Drive, Suite 100	Lawrence	KS	66047	816-405-7743
*Wettengel	Jerry & Juniper	Wettengel Enterprises LLC	8500 W. 110th St. Suite 525	Overland Park	KS	66210	785-380-6623
*Potter	Brian		3801 N Ridge Rd Suite 140	Wichita	KS	67205	269-830-1621
*Geedey	Larry		2670 Chancellor Dr.	Crestview Hills	KY	41017	614-400-6721
*Stallings	Steve & Pam		9400 Williamsburg Plaza Suite 340	Louisville	KY	40222	502-523-7527
*Geedey	Larry		104 Pavilion Parkway	Newport	KY	41071	6097800674
*Dugas & Benoit	Jonathan & Don		825 Kaliste Saloom Rd. Ste. 103	Lafayette	LA	70508	337-254-0508
Beck	Chris & Tonya	CT Beck Enterprises LLC	800 N Causeway Blvd, Suite 2F	Mandeville	LA	70448	504-235-8337
*Gab & Pumila	Shawn & Gasper	Donn Ganim Game Day LLC	3621 Ridgelake Dr. Suite 206	Metairie	LA	70002	5047015245
*Ward	David		575 Boylston St. Suite 6E	Boston	MA	02116	8172879755
*McLaughlin	Martin	Options Plus Wellness	16 Chestnut St, Suite 245	Foxborough	MA	02035	3238724040
*Crea	Chris		1320 Centre St, STE 100	Newton Centre	MA	02459	617 653 1117
*Burnheimer	Sara & Ryan		820a Turnpike Street	North Andover	MA	01845	2077492499
*Ward	David		100 Galen St SUITE 101	Watertown	MA	02472	8172879755
*MacAllister	Scott	MassTex Health LLC	800 W. Cummings Park, Suite 2500	Woburn	MA	01801	617.817.7294
*Garcia	Joe & Grace		120 Thomas Street Suite 100	Worcester	MA	01608	7743125225
*Harne	Chris		8840 Stanford Blvd, Suite 3100	Columbia	MD	21045	443-832-9101
*Plumadore	Patrick & Jennifer		5291 Corporate Drive Suite 200	Frederick	MD	21703	301-573-4149
*Chen	John	Quantumai Inc	60 Market Street, Suite 280	Gaithersburg	MD	20878	2402816871
*Chen	John	PMKJ Holdings, LLC	19735 Germantown Road, Suite 280	Germantown	MD	20874	240-281-6871
*D'Agostino	Anthony		9 Park Center Court, Suite 210	Owings Mills	MD	21117	443.604.4063
Rollins	Michael		12070 Old Line Center Suite 301	Waldorf	MD	20602	3015424629
*Lowans	Megan & Michael	Thrive Enterprises, LLC	210 Western Ave Unit 1	South Portland	ME	04106	6154161672

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*Selik	Jeff	Vertical Stitch Investments LLC	10 W. Square Lake Rd, Suite 107	Bloomfield	MI	48302	248-867-6533
*Lorenz	Brandon		7600 Grand River Ave Suite 295	Brighton	MI	48114	734-277-0612
*Lerg & Humphries	Charles & Tom	Sea Alice LLC	5050 Cascade Rd	Grand Rapids	MI	49546	616.5510695
*Lerg & Humphries	Charles & Tom	Sea Alice LLC	4150 E Beltline Ave Ste 2	Grand Rapids	MI	49525	269.838.1013
Henderson	Debbie & Marvin	RAH Investments, LLC dba Charleston Medical Management	34441 W Eight Mile Road Suite 101	Livonia	MI	48152	586-202-6851
*Lorenz	Brandon	Twelve Thirty One LLC	40500 Ann Arbor Rd Suite 102	Plymouth	MI	48170	7342770612
*Condon & Elkins	Mike & Josh		805 Oakwood Drive, Ste 250	Rochester	MI	48307	2483791163
Kzirian	Andre	LFHG Management Services, LLC	26211 central park blvd. suite 501	Southfield	MI	48076	2487980589
Grinnell	Katie, Justin, & Steve		4020 Copper View Unit 118	Traverse City	MI	49684	5175159000
*Muhlenbeck	Joshua & Emily		2265 Livernois Rd	Troy	MI	48083	248-303-9909
*Muhlbauer & Secor	Ryan & Andy	MFAM Holdings Corp	7401 Metro Blvd	Edina	MN	55439	6127513763
*Muhlbauer & Secor	Ryan & Andy		13911 Ridgedale Dr, suite 300	Minnetonka	MN	55303	612-751-3763
*Bloom	Matthew & Julie		1700 Highway 36 W, STE 790	Roseville	MN	55113	6129191414
*Lawrence	Matthew		16141 Swingley Ridge Rd Suite 107	Chesterfield	MO	63017	636-614-8240
*Higgins	Heath		108 E Green Meadows Rd Unit 6	Columbia	MO	65203	573-619-6308
*Becker	Mark		9601 NE Barry Rd, Ste 202	Kansas City	MO	64157	9139994432
*Sattarin	Ari		200 NE Missouri Rd STE 303	Lee's Summit	MO	64086	913-486-6298
Stevener	Adam & Megan		856 Waterbury Falls Dr #101	O'Fallon	MO	63368	636-299-3419
Ganim	Donald		1911 S National Suite 404	Springfield	MO	65804	5735872382
*Dunford & Hall	Daniel & Justin		119 Bozeman Road, Suite 740	Madison	MS	39110	9012385838
*Sessions	Tiffany & Duane	P And S Management, LLC	993 S 24th St W, Ste A.	Billings	MT	59102	9185205743
*Sessions	Duane & Tiffany		1165 N 14th Ave, Ste 1	Bozeman	MT	59715	918-520-5741
Anderson & Saari	Joseph & Andrew		1325 Hwy 2 W	Kalispell	MT	59901	4057600538

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
Lining & Clark	Rob & Jordy	Primetime Longevity, Inc	3760 Mullan Rd, Suite A	Missoula	MT	59808	406-696-5690
*Miller	Christopher & Alexandra		1200 Ridgefield Blvd., Suite 16	Asheville	NC	28806	(203) 246-7173
Paudel	Keshab		3866 Rural Retreat Rd, Suite #103	Burlington	NC	27560	6466711019
*Bates	Sam		216 Ashville Avenue, Suite 50	Cary	NC	27517	972-855-7654
*Badosky	Joseph & Lauren	Makarios Life LLC	7400 Carmel Executive Park Dr. Suite #105	Charlotte	NC	28226	6784314575
Wingfield & Grady	Amy & Marilyn		3535 Randolph Rd Ste 200	Charlotte	NC	28211	7049098317
*Young	Robert		501 gateway dr	Clayton	NC	27520	330-206-5672
*Knecht & Ebelherr	Will & Russell	Fitwell Partners LLC	3211 Shannon Rd, Suite 100	Durham	NC	27707	910-262-5339
*Ross	Brian		2209 N Center St	Hickory	NC	28601	908-209-4513
*Yerkes & Stefero	William & Donnie		855 Sam Newell Road, Suite 202	Matthews	NC	28105	704-301-9971
*Camp & Hudson	Josh & Claudia		2626 Glenwood AVE. Ste 170	Raleigh	NC	27608	602-327-9922
*Miller	Christopher & Alexandra		1616 E. Millbrook Rd., Suite 130	Raleigh	NC	27609	(203) 246-7173
*Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1776 Wellington Avenue	Wilmington	NC	28401	910-262-5339
*Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1331 Military Cutoff Rd Unit FF	Wilmington	NC	28405	910-262-5339
*Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1843 Cricket Court	Wilmington	NC	28405	910-262-5339
*Hudnall	John		177 S. 168th Ave. Suite 104	Omaha	NE	68022	4027145029
*Hudnall	John		18140 Burke St. Suite 101	Omaha	NE	68022	4027145029
*Nalette	Mari-Briege & Nick		169 Daniel Webster Highway Unit A	Nashua	NH	03060	603-391-4319
*Robinson	Thomas		31 Stiles Rd Salem NH STE 2300	Salem	NH	03079	813-997-5025
Grosiak	Dave		289 White Horse Pike Suite 101	Atco	NJ	08004	6096188003
Imbrogno & LaPalomont o	Matthew & Robert		4101 Black Horse Pike Suite A	Blackwood	NJ	08012	6096703647
*Van Rhee, Hulbert, & Stratton	Jeff, Gail, Nick, Justine, & Michael	Mapogo Group LLC	401 Kings Hwy S, Suite 4B	Cherry Hill	NJ	08034	6105509133
*Idelson & MacNeal	Jonathan & Ken		754 NJ-18 #105	East Brunswick	NJ	08816	2679772892
*Gifford & Vaules	Ron & Mike		3069 English Creek Ave suite 203	Egg Harbor Township	NJ	08234	609-425-2984

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
*Idelson & MacNeal	Jonathan & Ken		100 Commons Way, Suite 240	Holmdel	NJ	07733	267-977-2792
*Dobbs	Keniqua & Max	Strive Wellness	239 Washington St	Jersey City	NJ	07302	757-328-5341
*Van Rhee, Hulbert, & Stratton	Jeff, Gail, Nick, Justine, & Michael	Mapogo Group LLC	2003 Lincoln Drive West, Suite D	Marlton	NJ	08053	6105509133
*Krayzelburg, Sukharev, Lukach, & Kotovets	Lenny, Ken, Slavic, Gary, & Renata		140 Rt 17 North suit 102	Paramus	NJ	07652	973-699-4448
*Noonan	Ron		15 Commerce Blvd. Suite 100	Succasunna	NJ	07876	570-460-2074
Grenier	Fran		1630 Route 322, Unit C	Swedesboro	NJ	08085	856-579-0552
*Cleary & Richards	Jacqueline & Chris	Winchester Men's Health INC	601 Route 37, Suite 105	Toms River	NJ	08755	973-650-2407
*Liberati & Frascella	Dave, Steve, & Larry		58 Mt. Bethel, Suite 302	Warren	NJ	07059	267-454-8700
*Reyes	Rodney	KERWIN COMPANIES INC	8400 Osuna Rd NE Suite 2A	Albuquerque	NM	87111	575-636-4522
Witt	Dave	A and T Manhattan, Inc	3800 E. Lohman Ave. Ste B202	Las Cruces	NM	88011	5759938389
*Newman	Todd		2285 Corporate Circle, Ste 140	Henderson	NV	89074	7028833850
*Newman	Todd		6111 S Buffalo Drive, Ste 300	Las Vegas	NV	89113	7028833850
*Hataway	Michael		609 Sierra Rose Dr Ste 3	Reno	NV	89511	7753995006
*Akkaway & Cady	Dan & Mendy	Marin Administrative Management LLC	244 Westchester Ave, Suite 207	White Plains	NY	10604	619-873-5129
Scharf	Jonathan	MTAK Corporation	34 Marconi Street; Suite 220	Bronx	NY	10461	9145898867
*Smith	Jeff		5793 Widewaters Parkway Suite 220	Dewitt	NY	13214	5857056344
*Wozny & Driver	Tyler & Aaron	WellMen Inc	150 East 58th Street, 14F	Manhattan	NY	10155	2096049826
*Wozny & Driver	Tyler & Aaron		34 West 22nd Street	New York	NY	10010	4156581333
*Humphries & Nassar	Tom & AJ		1882 Winton Road S	Rochester	NY	14618	585-737-9866
*Akkaway & Cady	Dan & Mendy		2 Crosfield Ave, Suite 420	West Nyack	NY	10994	619-873-5129
*McClure & Stenzel	Matt & Bruce		8201 Main Street, Suite 8	Williamsville	NY	14221	716-990-4677
Hays	Peter		25700 Science Park Drive STE 365	Beachwood	OH	44122	4402410314
*Sweet	D'Arcy		7626-B Paragon Road	Centerville	OH	45459	9374171809
*LaPray & Gentry	Brian	LFHG Management	10475 Reading Rd. Suite 201	Cincinnati	OH	45241	801-830-5491

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
		t Services LLC					
*Nibert	Ryan		85 McNaughten Road Suite 100	Columbus	OH	43213	3042610072
*Schembechler	Glenn & Megan	Jackbo, Inc	1335 Dublin Road, Columbus	Columbus	OH	43201	614-906-2583
*Ziebro	Matt & Theresa		66 South Miller Rd, Suite 102	Fairlawn	OH	44333	440-487-6789
*James & Pappas	Randy, Myca, & Zach		5536 Hilliard Rome Rd	Hilliard	OH	43026	614-893-9693
*Ziebro	Matt & Theresa		1320 Corporate Drive, Suite 300	Hudson	OH	44236	4404876789
*LaPray	Brian		15 U.S. 22 Suite 102	Maineville	OH	45039	801-830-5491
*Nibert	Ryan		1501 Stonecreek Drive S Suite 101	Pickerington	OH	43147	3042610072
*Kresevic	Darrin	Krommendy k Management, LLC - no access	6200 Som Center Rd.	Solon	OH	44139	3303222744
*Marra	Todd	Tomad INC	3425 Executive Pkwy #107	Toledo	OH	43603	4192068589
*Graham	Amanda & Adam		2268 36th NW Suite 100	Norman	OK	73072	9183291133
*Graham	Adam & Amanda		5101 Gaillardia Corporate Place A-1	Oklahoma City	OK	73142	9183291133
*Sikes	Mike & Harrison		1224 SW 104th St.	Oklahoma City	OK	73139	405-850-5104
*Kennedy	TJ		2235 NW Shevlin Park Road, Suite 100	Bend	OR	97703	8012316673
*Marina & Knoll	Adam & Brian		8101 SW Nyberg St., #103	Tualatin	OR	97062	7023275402
*Wagner	Pam & Bob	Jaywalker One, Inc.	5325 Northgate Drive, Suite 200	Bethlehem	PA	18017	484 515 6168
*Liberati & Frascella	Steve, Dave, & Larry		350 Sentry Pwky, BLDG 670, Ste 205	Blue Bell	PA	19422	267-261-6470
Althof	Jacob		3323 Liberty St	Erie	PA	16508	8148820114
*Roberts	Bill & Joie	Kerwin Enterprises LLC	80 W Welsh Pool Rd, Suite 200	Exton	PA	19341	6105136080
*McCarthy	LucyAnn & Michael	Five Twenty-One Management LLC	30 Lacrue Ave Suite 204	Glen Mills	PA	19342	484-459-8440
*Lentini	Frank & Leanne		845 Sir Thomas Court, Suite 6	Harrisburg	PA	17109	7179793689
*Roberts	Bill & Joie		1010 W 8th Ave STE G	King of Prussia	PA	19406	610-513-6080
Long	Guy	Priapus Vitality Management LLC	423 3rd Avenue, Suite A	Kingston	PA	18704	570-688-8455
Tomlinson	Andre		1725 Oregon Pike	Lancaster	PA	17601	813-380-4201

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Rocheftort	John		5001 Louise Dr. Suite 302	Mechanicsburg	PA	17055	7174189422
*Van Rhee, Hulbert, & Stratton	Jeff, Gail, Nick, Justine, & Michael	Mapogo Group LLC	280 Providence	Media	PA	19063	6105509133
*Liberati & Frascella	Steve, Dave, & Larry		115 Pheasant Run, Suite 116	Newtown	PA	18940	267-261-6470
*Liberati & Frascella	Dave, Steve, & Larry		1528 Walnut St, Suite 400	Philadelphia	PA	19102	267-454-8700
*Pierce	Art		11279 Perry HWY Suite 304	Wexford	PA	15090	412-855-6228
*Driscoll	Jeff		200 Midway Road, Suite 175	Cranston	RI	02920	(949)395-0119
*Driscoll	Jeff		95 Pitman Street, Suite 1000	Providence	RI	02906	(949)395-0119
*Holmes	Rob & Allen		513 Savannah Hwy, Unit A	Charleston	SC	29407	843-991-3001
*Floyd & Wilson	Robert & Dennis		115 Atrium Way Suite 125	Columbia	SC	29223	7042396924
*Tabor & Pinto	Michael & Jim	DAX23 MAC13 Scooter9	1365 Broadcloth St, suite 203	Fort Mill	SC	29715	704-502-3567
*Chafin	Travis & Alicia		225 Halton Rd, Ste B	Greenville	SC	29607	404-992-3111
*Chafin	Alicia & Travis		102 W Stone Ave	Greenville	SC	29609	4045191336
*Riggin, Olinger, & Kloman	Tyler, David, & Brian	Blue House ROK LLC	180 Wingo Way, Suite 104	Mount Pleasant	SC	29464	615-479-5855
*Holmes	Rob & Allen	JHUD MEN'S HEALTH NE	2831 Tricom Rd, unit A	North Charleston	SC	29406	8439913001
*Armstrong	Alan		775 Spartan Blvd.	Spartanburg	SC	29301	6028816624
*Zeski	Jimmy & Brandie	Superior Health Services LLC	107 West 6th North Street, Suite 201	Summerville	SC	29483	843-621-1414
Krommendy k	Brad & Debra	Mounith Healthcare and Wellness LLC	895 Cottonwood Lane Suite B	Dakota Dunes	SD	57049	712-441-6564
Flagella & Trombetta	Nicholas & Troy		1301 W Omaha St	Omaha	SD	57701	3039289751
*Jacot & Wolff	Jonny & Jero		4908 E. Rosa Parks Pl	Sioux Falls	SD	57110	712-260-8170
Proveaux	Chad		1110 Franck St. Ste 106	Alcoa	TN	37701	865-773-9328
*Crawford	Jason & Autumn		6142 Shallowford Rd, Suite 102	Chattanooga	TN	37421	281-299-5257
*Patel	Deven		2028 W Poplar Ave Ste 111	Collierville	TN	38017	6506786858
*Caruthers	Cory		112 Saundersville Rd, Suite B-200	Hendersonville	TN	37075	949-306-2690
*Patel	Deven		5220 Park Ave Ste 200	Memphis	TN	38119	6506786858

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*Goldstein	Chad	Goldstein Management Group LLC	4205 Hillsboro Pike, Suite 130	Nashville	TN	37215	4806882002
*Tyler & Puryear	Greg & Steve	MSTX 1 LLC	2905 San Gabriel Street Unit 310	Austin	TX	78705	515-240-1880
Vasquez & Eymard	Ariel & Nicole	T-Time For Men LLC	831 Ridgewood Street	Brownsville	TX	78520	9566394040
*Tyler & Puryear	Greg & Steve	MSTX 1 LLC	351 Cypress Creek Road	Cedar Park	TX	78613	515-240-1880
Matwijecky	Brian	WB Health INC	11661 Preston Road suite 124	Dallas	TX	75230	2142404680
*Bates	Sam		6301 Gaston Avenue, Suite 775	Dallas	TX	75214	9728557654
*Hyde	John		2800 Shoreline Dr. Suite 130	Denton	TX	76210	8176834639
*Placencio	Keith		7430 Remcon Circle, Bldg. A, #140	El Paso	TX	79923	575-993-1123
*Stovesand	Alan & Kristen	DFW Health Management Services	410 S Henderson Street	Fort Worth	TX	76104	949-374-3412
Massey	Stephanie & Kyle		1106 S Friendswood Ave Ste A	Friendswood	TX	77546	4098688552
*Grewal	Tej		1503 Blue Ridge Dr. STE 303	Georgetown	TX	78626	5128145554
*Baxter & Hackel	David & Eric	Forty Six Ten LLC	2321 Ira E Woods Ave Suite 200	Grapevine	TX	76051	817-504-6676
Gu	James		17625 El Camino Real Suite 112	Houston	TX	77085	281.898.5625
*Paul	Shawn		13325 Hargrave Road Suite 290	Houston	TX	77070	7137037405
*Simon	Jarrett		2301 Commerce St. Ste 150	Houston	TX	77002	2817857786
*Tareen & Simon	Amena & Jarrett	Elite Ventures Health, LLC	9225 Katy Freeway, suite 107	Houston	TX	77024	9492028048
*Yadugiri	Kripal		12121 Richmond Ave, Suite 414	Houston	TX	77082	2105579072
*Stovesand	Alan & Kristen	DFW Health Management Services	7301 N. State Highway, Suite 120	Irving	TX	75039	949-374-3412
*Tareen	Ameena	AT ENT LLC	26717 Westheimer Pkwy suite 804	Katy	TX	77494	949-202-8048
*Klunke	Jeff		700 Rockmead Drive Suite 101	Kingwood	TX	77339	346-732-1700
*Fraleigh & Guss	Dave & Carolyne	Boulder Canyon Management LLC	2601 S Stemmons Fwy, Suite 110	Lewisville	TX	75067	4157283290
*Rushing	Sommer & Joe	Olive River LLC	13806 QUAKER AVE UNIT 100	Lubbock	TX	79424	806-778-1849
*Khurana	Sandeep & Shilpa		3030 E Broad St, Ste 119	Mansfield	TX	76063	630-310-0201
*Tyler & Puryear	Greg & Steve	MSTX 1 LLC	1400 N Coit Road Suite 203	McKinney	TX	75071	515-240-1880
*Moyer	Kristin & Mike		4400 N Midland Dr., Ste 2200	Midland	TX	79707	(925)336-1560

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
*Aslin	Paul	LP Administrative Management LLC	9737 Eagle Dr., Suite 200	Mont Belvieu	TX	77523	18179808951
*Khurana	Sandeep & Shilpa	JBK Healthcare Management Services, LLC	9045 Mid Cities Blvd, Ste 100	North Richland Hills	TX	76182	630-310-0201
*Le	Connie	ABJ Administrative Services LLC	24441 Tomball Parkway Suite 80	Northpointe	TX	77375	8324346683
Guinara	Angelia		3129 Kingsley Drive #1640	Pearland	TX	77584	832-859-9766
*Fraleigh & Guss	Dave & Carolyne	Boulder Canyon Management LLC	6200 Preston Rd Suite 220	Plano	TX	75024	4157283290
*Gathmann	Aaron	Texvitale I LLC	3705 Lakeview Parkway, Suite 400	Rowlett	TX	75088	210-410-4283
*Lieb & Williams	Vern & Joe	TOUCHDOWN MONTANA, PLLC	3903 Wiseman Blvd	San Antonio	TX	78251	(210) 861-4655
*Linke	Sebastian		22610 US-281	San Antonio	TX	78258	760-305-3066
*Hernandez	Alfonso		1340 Wonder World Dr, suite 104	San Marcos	TX	78744	2109841543
*Grabarkewitz & Flores	Clark & Carla		17331 Interstate 35 N Ste 103	Schertz	TX	78514	(830)370-5697
*Allana	Shifa		23227 Gosling Rd Ste C	Spring	TX	77389	8325416399
De Los Santos	Jeremy	TCFM LLC	25701 I-45 N, #5	Spring	TX	77380	2148038168
*Bhardwaj	Amit	KareVital Health Management Services LLC	9121 Adams Ln STE 110	Temple	TX	76502	512-920-4311
*Allana	Shifa		10110 Research Forest Dr. #300	The Woodlands	TX	77354	832-724-9898
*Osorio	Andrea & Alonso		212 Old Grande Blvd. Suite C-114	Tyler	TX	75703	813-210-4848
*Benson	Jon & Joshua		1275 E Fort Union Blvd	Cottonwood Heights	UT	84121	801-792-9749
*Baguley	Mike & Jamie		3098 West Executive Parkway, Suite 200	Lehi	UT	84043	801-792-9749
*Alo	Lane & Stephanie	Alo Premier	2015 W Grove Parkway, Suite G	Pleasant Grove	UT	84062	8018975920
*Bodine & Jackson	Jason & Dave		560 West 465 North Ste. 604	Providence	UT	84332	801-368-8148
*Frost	Jared		945 Chambers St. Ste 2	South Ogden	UT	84403	702-807-3668
Tarinelli & Spilker	Don & JB		1490 E Foremaster Drive #250	St. George	UT	84790	4356801367
*Morisi & Roth	Nicholas & Thomas		20098 Ashbrook Place Suite 220	Ashburn	VA	20147	410-948-8441

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
Steinfatt	Teresa		630 Peter Jefferson Parkway, Suite 185	Charlottesville	VA	22911	804-363-3546
*Carey	Marshall	Carey Collective Corp	7051 Heathcote Village Way, Suite 270	Gainesville	VA	20155	301-526-1613
*Miller & Hallgren	Zach & Skyler		4401 Waterfront Dr. Suite 100	Glen Allen	VA	23060	610-763-4333
*James & Wilson	Ryan & Travis	Rungood Mojo LLC	4001 Coliseum Drive STE 110	Hampton	VA	23666	7577177926
Kumar	Sujit	Men's Health Administrative Service, LLC	9700 capital ct, suite-101	Manassas	VA	20110	6023638727
*Miller & Hallgren	Zach & Skyler	Millers Squared Health LLC	15521 Midlothian Tpke, Suite 102	Midlothian	VA	23113	6107634333
*James & Wilson	Ryan & Travis		1269 N. Military Hwy STE 3	Norfolk	VA	23502	7577177926
*Ashcraft	Glenn & Tara		12005 Sunrise Valley Drive	Reston	VA	20191	817-798-9116
*Fagan & Herring	Sean & Alexandra		4714 A Starkey Rd	Roanoke	VA	24018	804-240-5439
*Mueller	Jim & Bree		933 First Colonial Road STE 101	Virginia Beach	VA	23454	703-675-3717
*Mueller	Jim & Bree		1933 Landstown Centre Way suite 320	Virginia Beach	VA	23456	703-675-3717
*Coates	Julie & Doug		230 Costello Dr.	Winchester	VA	22602	7034794893
*Rothbauer & Remelski	Bill & Troy	Rushing TRT LLC	2020 N. Hillcrest Parkway, Ste 200	Altoona	WI	54720	6083971855
*Welko	Bradley		4351 W. College Ave. Ste. 130	Appleton	WI	54914	920-915-2821
*Isherwood	Jennifer & Ryan		150 N. Sunnyslope Rd Suite 245	Brookfield	WI	53005	4143801919
*Isherwood	Jennifer & Ryan		524 Milwaukee Street, Suite 207	Delafield	WI	53018	4143801919
*Vollmar	Don		W177N9886 Rivercrest Dr., Suite 100	Germantown	WI	53022	262-402-8473
*Hassan	Zubair		5250 S 108th St. Suite 150	Hales Corners	WI	53130	4148287593
*Boshcka & Pfaff	Matt & Mitch		1806 State Road 16	La Crosse	WI	54601	6083971855
*Swaab-Bloom	Julie		8383 Greenway Blvd. Ste. 210	Middleton	WI	53562	920-450-0839
*Vollmar	Don		3970 N. Oakland Ave. Suite 302	Shorewood	WI	53211	262-402-8473
Tucker	Jonathan		4502 MacCorkle Ave, SE.	Charleston	WV	25304	3045337134

*Area Developer

Franchisees with Unopened Outlets as of December 31, 2025:

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State where Outlet will be Located
Penny	Justin	North Peak Health LLC	2525 C St, Ste 250	Anchorage	AK	99503	9077384236	AK : 1
McLaughlin	Athens	Options Plus Wellness	4505 Pine Tree Circle, Suite 202	Vestavia Hills	AL	35243	2059179973	AL : 1
Jackson	David	Wasatch Wellness Mens Health, LLC	560 W 465 N, Ste 602	Providence	UT	84332	8013688148	AR : 1
Stewart & Labeda	Mark & Mike	Gamechanger Holdco LLC	2450 S. Gilbert Rd. Ste 206	Chandler	AZ	85286	4802216476	AZ : 1
Owen	Eric	JEO Health Group	2452 E Baseline Rd, Unit 220	Gilbert	AZ	85234	4803268370	AZ : 1
Slonsky	Ed & Dena	Burn Beat LLC	1616 N. Litchfield Rd, Suite A150	Goodyear	AZ	89395	8189394437	AZ : 1
Shammas & Shorez	Cole & Joseph	Mens Management Clinic East LLC	6124 E Brown Road	Mesa	AZ	85205	6196473905	AZ : 1
Castleman	Vicki, Scott, and Connor	Royal Men's Health LLC	3130 W. Carefree Highway, Suite B15	Phoenix	AZ	85086	4026869096	AZ : 1
Collison & Tuck	Roger & Jordon	JRT Management LLC	14477 N Gil Balcome	Surprise	AZ	85379	302-245-9413	AZ : 1
Gillespie & Bruno	David & Rocco	Priapus Enterprises LLC	5210 East Williams Circle, Suite 620	Tucson	AZ	85711	15208614556	AZ : 1
Jacot & Wolff	Jonny & Jerod	J2 Wellness LLC	4908 Rosa Parks Place	Sioux Falls	SD	57110	4028412864	AZ : 1
Pamir	Eren	Erenblatt LLC	301 W Huntington Dr STE 300	Arcadia	CA	91007	5868220072	CA : 1
Ruvalcaba	Enrique	Quique Care LLC	8833 Bay Laurel St	Chino	CA	91708	310-343-5395	CA : 1
Arbizo & Corona	Steve & Adrian	Simetria LLC	14252 Schleisman Rd. Suite 205	Eastvale	CA	92880	9518183635	CA : 1
Chauhan & Mohammed	Varun & Imran	Vitalcore Clinics	1190 Suncast lane, Suite 4	El Dorado Hills	CA	95762	2063532472	CA : 1
Watson	Keely & Kandace	Watson Family Health LLC	5400 Balboa Blvd	Encino	CA	91316	(818)455-2825	CA : 1

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Gebhart	Garrett	TRT Elite Health LLC	7470 Cherry Ave #102	Fontana	CA	92336	(909) 815-5484	CA : 1
Gill	Jay & Simran	Gill Management Corporation	761 E Locust Ave, Ste 103	Fresno	CA	93720	5592893710	CA : 1
Mutton	Matthew	MFAM Holdings Corp	1440 N Harbor Blvd STE 103	Fullerton	CA	92835	5628967491	CA : 1
Singh/Aulakh	Jagdeep & Bobby	Aulakh Men's Health PC	450 Kings County Drive	Hanford	CA	93230	5598711612	CA : 1
Haim & Becker	Allyson & Steve	Skyline Asset Group LLC	7677 Center Ave Suite 201	Huntington Beach	CA	92647	818-967-8858	CA : 1
Kinney	Abraham	Dee Dee Kinney Inc	43927 15th St. West	Lancaster	CA	93534	3235457383	CA : 1
Huh, Stiles, & Paek	Jimmy, Ethan, & Alex	Cheil Daebak LLC/Socal Men's Health Corp	11500 W Olympic Blvd #590	Los Angeles	CA	90064	626-231-1183	CA : 1
Curatolo	TJ & Abril	LivingStone Inc	29950 Haun Rd, Ste 201	Menifee	CA	92586	8015976811	CA : 1
McKhann	Holland & Michael	Bay View Management	1040 Rengstorff Avenue, Suite C	Mountain View	CA	94043	6505071100	CA : 1
Huffman	Grace & Jason	Huffman MD PC	433 Soscol Avenue Suite A110	Napa	CA	94559	925-899-3492	CA : 1
McCarthy	Jeff	Rockridge Ventures, Inc	3645 Grand Ave	Oakland	CA	94610	510-303-5474	CA : 1
Goodwin	Jeff	Montara Equities, LLC	700 E. Tahquitz Canyon Way, Suite 4	Palm Springs	CA	92262	310-293-1159	CA : 1
Alexandridis and Mercadante	Jason & Damon	Marin Mens Health LLC	405 N. McDowell Rd.	Petaluma	CA	94952	415-864-5660	CA : 1
Vanderbyl	Josh	Vanderbyl Clinics	15706 Pomderado Rd Suite 206	Poway	CA	92064	951-378-1994	CA : 1
Hartman	Jessie	JHart Ventures INC	1690 Woodside Rd, Suite 120	Redwood City	CA	94061	415-786-6645	CA : 1
Parthasarathy	Vinod	Pinnacle Health & Wellness Corp	6216 Brockton Ave, Suite 212	Riverside	CA	92506	9497351014	CA : 1

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Engelman	Sara & Al	Granite Ventures, Inc	7420 Greenhaven Drive, Suite 115	Sacramento	CA	95831	916-975-5818	CA : 1
Legoullon	David, Machille, Ryan, & Bret	Legoullon Health LLC	3000 L Street suite 110	Sacramento	CA	95816	707-580-2409	CA : 1
Papneja	Ankur	Burlingame Day LLC	1001 Sneath Lane, Suite 206	San Bruno	CA	94066	5623218862	CA : 1
Doonboli	Kambiz	Primify Health LLC	465 California Street Suite 610	San Francisco	CA	94104	412-983-4318	CA : 1
Bhatia	Priya	KareVital Health Management Services	6128 Camino Verde Drive, Suite B	San Jose	CA	95119	6504175019	CA : 1
Krayzelburg, Sukharev, Lukach, & Kotovets	Lenny, Ken, Slavic, Gary, & Renata	RKLSG LLC	27200 Tournay Rd Suite 250	Santa Clarita	CA	91355	8186138426	CA : 1
Jain & Garg	Neren & Preeta	Mak 5 Health PC	3461 Brookside Rd, Suite D	Stockton	CA	95219	7322074616	CA : 1
Brinkman	Robert	Azores Health Corp	351 Rolling Oaks Dr, Suite 203	Thousand Oaks	CA	91361	2084503939	CA : 1
Johnson	Ryan & Heather	Second Act Management Services, LLC	12510 E Iliff Ave Ste 120	Aurora	CO	80014	8016364439	CO : 1
Cinelli & Schubert	Brian & Ryan	Blue Rock Capital, LLC	350 Broadway	Boulder	CO	80302	8324832453	CO : 1
Sanders & Sparks	Mike & Andrew	Kronos Partners LLC	830 Tenderfoot Hill Road Suite 320	Colorado Springs	CO	80906	928-300-8732	CO : 1
Reimer/Tyler/Puryear	Greg, Ampy, & Steve	MSCO1, LLC	55 Madison St. Ste 260	Denver	CO	80206	515-240-1880	CO : 1
Walsh	Regina & Jake	JR Management Services, LLC	3534 John F. Kennedy Parkway suite B	Fort Collins	CO	80910	6103604808	CO : 1
Bogue	Josh & Danisha	Bogue Ventures Incorporated	350 Indiana St, Suite #100	Golden	CO	80401	9702702609	CO : 1

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Clark	Jonie	GD2024 Greeley Thornton LLC	10701 Melody Dr. ste 315	Northglenn	CO	80534	970-302-4076	CO : 1
Matson	Chris	Co Vitality LLC	11960 Lioness Way Ste. 100	Parker	CO	80134	8015405817	CO : 1
Rothbauer/Remelski	William & Troy	Wahji Brands, Inc	2401 University Parkway, Ste 203	Sarasota	FL	34243	262-442-0778	CO : 1
Fahy	Patrick	PKE23 LLC	501 Kings Hwy E Suite 203	Fairfield	CT	6611	2039935444	CT : 1
Smith	Chad	Enterprising Enterprises, Inc	60 Long Ridge Road, Suite 301	Stamford	CT	6825	6465412586	CT : 1
Leserman	Eric & Jenni	LFG Ventures, Inc	18 N. Main Street, Suite 204	West Hartford	CT	6107	847-868-5785	CT : 1
Anastasia	John	CT Health Group LLC	26 Hillandale Rd	Westport	CT	6880	3524271550	CT : 1
Collison	Roger	Mens Peak Performance LLC	110 Christiana Medical Center	Newark	DE	19702	302-245-9413	DE : 1
McCarthy	Michael & LucyAnn	Five Twenty-One Management	6 Evergreen Lane	Malvern	PA	19355	6103575749	DE : 1
Burt & Bauer	Casey & Eric	Straight Jackets LLC	1801 Peachtree Street NE, Suite 125	Atlanta	FL	30309	678-427-6327	FL : 1
Herrera & Mohammed	Donny, Paola, & Haleem	South Florida Wellness Group PLLC	7280 W. Palmetto Park Rd., Suite 103-N	Boca Raton	FL	33433	9548126078	FL : 1
Humphries, Nassar, & Valentine	Tom, Rick, & Jay	GD-SW Florida LLC	27399 Riverview Center Blvd., Suite 106	Bonita Springs	FL	34134	6165402106	FL : 1
Grassi	Chris	C&S Health Enterprises LLC	710 Oakfield Dr. Suite 260	Brandon	FL	33511	727-735-2919	FL : 1
Jackson & Morales	Jason, Sandra, & Chane	N/A	907 Floresta St	Brandon	FL	33511	2538829912	FL : 1
Blady	Lisa	Zeringue, LLC	4477 Legendary Dr, Ste 201	Destin	FL	32578	850-736-1251	FL : 1

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Ashcraft, J	James	North Florida Elite Health & Longevity LLC	13720 Old St Augustine Rd Ste 8-106	Jacksonville	FL	32258	9048380732	FL : 1
Evans & Wallace	Tyzer & Patrick	Virtuous Well Being	2916 University Blvd W, Suite 101	Jacksonville	FL	32217	7073281196	FL : 1
Gryniuk & Parikh	Darren & Ankit	PG Ventures Group LLC	1345 West Bay Drive Suite 405	Largo	FL	33706	703-338-9911	FL : 1
Dedek	Bill & Deborah	Dedekation LLC	6905 N Wickham Rd Ste 205	Melbourne	FL	32940	954-644-2814	FL : 1
Saez	Jessie	Saez Clinics LLC	5501 SW 30th Ave	Ocala	FL	34471	3528161061	FL : 1
Lee	Chia	FL Wellness, LLC	812 W Coloniell Dr	Orlando	FL	32804	7164008595	FL : 1
Paluga & Rosen	Eric, Mark, and Leah	Palaga-Rosen Corp	8895 N. Military Trail suite 201C	Palm Beach Gardens	FL	33410	5617155357	FL : 1
Garrett	Bradley	NWF Mens Health Management LLC	1517 W Garden St	Pensacola	FL	32563	8507760756	FL : 1
Rothbauer	William	Wahji Brands, Inc	2401 University Parkway, Ste 203	Sarasota	FL	34243	262-442-0778	FL : 1
Bennett	Greg	Testy Management LLC	202 S Rome Ave suite 190	Tampa	FL	33606	8136291190	FL : 1
Jenkins	Allan & Diana	NW Tampa Health & Wellness LLC	4902 Eisenhower Blvd S, Suite 115	Tampa	FL	33634	813-727-0312	FL : 1
Tabor	Michael	DAX23 MAC13 Scooter9	500 S. Australian Ave, STE 205B	West Palm Beach	FL	33401	7726437636	FL : 1
Holmes	Robert	RAH Investments, LLC	513 Savannah Hwy, Unit A	Charleston	SC	29407	843-991-3001	FL : 1
Reddy & Mandadi	Tarak, Praneet, Santhosh, & Shaikrupa	V4Ventures INC	3225 North Point Parkway, Suite 102	Alpharetta	GA	30005	315-560-1425	GA : 1

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Burt & Bauer	Casey & Eric	Straight Jackets LLC	1801 Peachtree Street NE, Suite 125	Atlanta	GA	30309	678-427-6327	GA : 1
Jackson	Evyn	Quantum Shift LLC	617 Wayland Ct	Fairburn	GA	30213	4236674505	GA : 1
Sabo	Zach	Olive River, LLC	1035 Martins Lake Close	Roswell	GA	30076	4046060920	GA : 1
Cochran	Chad & Courtnee	Elite Body Wellness Corp	3890 Johns Creek Pkwy	Sewanee	GA	30024	4045503636	GA : 1
Patel	Setul & Trishna	Saini Clinics LLC	3200 Highlands Pkwy Se STE 427	Smyrna	GA	30082	5043383334	GA : 1
Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1776 Wellington Avenue	Wilmington	NC	28401	910-262-5339	GA : 1
Wilson & Floyd	Robert & Dennis	RFD Holding LLC	115 Atrium Way Suite 125	Columbia	SC	29223	7042396924	GA : 1
Crawford	Jason & Autumn	AJ Crawford Investments Inc	4163 Windtree Dr	Signal Mountain	TN	37377	281-299-5257	GA : 1
Ball	Mark	BallCo, L.L.C.	6400 Laurel Canyon Blvd Ste 540	North Hollywood	CA	91606	6782836443	HI : 1
Morris	William & Allison	TRT DSM LLC	13375 University Ave, suite 101	Clive	IA	50325	515-205-6021	IA : 1
Bowie	Nathaniel	Jawbone Ventures LLC	1250 W Ironwood Dr Suite 201	Couer d'Alene	ID	83814	2087901119	ID : 1
Bodine & Jackson	Jason & David	Wasatch Wellness Mens Health, LLC	560 W 465 N, Ste 602	Providence	UT	84332	8013688148	ID : 1
Singh, Thakur, & Malhotra	Bobby, Sheena, Bobby, & Ekta	MST Capital	27462 Portola Parkway, suite 200	Foothill Ranch	CA	92610	6306971530	IL : 1
Gryniuk & Parikh	Darren & Ankit	PG Ventures Group LLC	1345 West Bay Drive Suite 405	Largo	FL	33770	703-338-9911	IL : 1
Morris	William & Allison	TRT DSM LLC	13375 University Ave, suite 101	Clive	IA	50325	515-205-6021	IL : 1
Young, Fox, Antonovich	Lonnie, Matthew, & Ryan	Alpha Partners	9 Glen Ed Professional Park	Glen Carbon	IL	62034	5732759966	IL : 1

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Panagos	Jason	Illinois Mens Health LLC	921 W Woodlawn Rd	New Lenox	IL	60451	8154746758	IL : 1
Smee	Jason & Courtney	Smee Group LLC	235 Devon Ave	Park Ridge	IL	60068	7175790482	IL : 1
Patel	Mitul & Jalpa	VP Health LLC	5202 Old Orchard Rd, Suite N220	Skokie	IL	60077	847-561-9980	IL : 1
Patel	Dillan, Nimesh, & Roopen	DRN Chicago LLC	1400 Lincoln Hwy suite A	St. Charles	IL	60174	630-247-1858	IL : 1
Steiner	Matthew	MLS Medical PC	559 Keeler Dr	Avon	IN	46123	765-513-9340	IN : 1
Sargent	Scott	Breese Enterprises Inc	301 E Carmel Dr, Suite F-300	Carmel	IN	46032	3178001634	IN : 1
Humphries	Justin	Revitalize Health Group LLC	7230 Engle Road, Ste 304	Fort Wayne	IN	46804	2606025342	IN : 1
Stallings	Steve & Pam	Geaux Ville, LLC	9400 Williamsburg Plaza Suite 340	Louisville	KY	40223	502-523-7527	IN : 1
Potter	Brian	BBJ Imperium Group LLC	819 N Bel Arbor St	Derby	KS	67037	269-830-1621	KS : 1
Wettengel	Jerry & Juniper	Wettengel Enterprises LLC	8500 W. 110th St. Suite 525	Overland Park	KS	66210	7853806622	KS : 1
Becker	Mark	Men's Wellness Kansas City, LLC	9601 NE Barry Rd Ste 203	Kansas City	MO	64153	9139994432	KS : 1
Sattarin	Ari	Elite Health Performance, LLC	200 NE Missouri Rd STE 303	Lee's Summit	MO	64086	913-486-6298	KS : 1
Stallings	Steve & Pam	Geaux Ville, LLC	9400 Williamsburg Plaza Suite 340	Louisville	KY	40223	502-523-7527	KY : 1
Cantley	Shawn	N/A	6316 Passionflower Dr	Prospect	KY	40059	5024323360	KY : 1
Benoit	Don	Mens Health Clinic of Lafayette LLC	825 Kaliste Saloom Rd. Ste. 103	Lafayette	LA	70508	337-254-0508	LA : 1

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Gab	Shawn	Nola Health Management LLC	4800 Henican Place	Metairie	LA	70003	5047015245	LA : 1
McLaughlin	Martin	Options Plus Wellness	16 Chestnut St, Suite 245	Foxborough	MA	2035	8577533610	MA : 1
Crea	Chris	Heracles LLC	1320 Centre St, STE 100	Newton Centre	MA	2459	6176531117	MA : 1
Burnheimer	Sara & Ryan	Burn Essex, LLC	82 Wendell Ave Ste 100	Pittsfield	MA	1201	2077492499	MA : 1
MacAllister	Scott	Thrive Enterprises LLC	162 Federal St	Sale	MA	1970	6178177294	MA : 1
Ward	David	Tavla Two Corp	100 Galen St SUITE 101	Watertown	MA	2472	8172879755	MA : 1
Garcia	Joe & Grace	G4 Enterprises LLC	120 Thomas Street Suite 100	Worcester	MA	1608	7743125225	MA : 1
Harne	Chris	Limitless Health and Wellness, LLC	8840 Stanford Blvd, Suite 3100	Columbia	MD	21045	443-832-9101	MD : 1
D'Agostino	Anthony	Cavesdale Mens Health LLC	9 Park Center Court, Suite 210	Owings Mills	MD	21117	4436044063	MD : 1
Chen	John	Quantumai Inc	12004 Piney Glen Ln	Potomac	MD	20854	240-281-6871	MD : 1
Ashcraft	Glenn	Capital Mens Health 1	600 N Oakridge Dr	Hudson Oaks	TX	76087	8177989116	MD : 1
Lowans	Megan & Michael	Twelve Thirty One LLC	50 Mount Mica Rd S.	Paris	ME	4281	6154161672	ME : 1
Selik	Jeff	Vertical Stitch Investments LLC	10 W. Square Lake Rd, Suite 107	Bloomfield	MI	48302	248-867-6533	MI : 1
Lorenz	Brandon	Priapus Vitality Management	7600 Grand River Ave Suite 295	Brighton	MI	48114	734-277-0612	MI : 1
Lerg & Humphries	Charles & Tom	Sea Alice LLC	5050 Cascade Rd	Grand Rapids	MI	49546	6165516952	MI : 1
Condon & Elkins	Mike & Josh	JM Wellness LLC	805 Oakwood Drive, Ste 250	Rochester	MI	48307	2483791163	MI : 1
Henderson	Marvin & Deborah	DM Henderson, LLC	10830 Waterfall Ct	South Lyon	MI	48178	586-202-6851	MI : 1
Muhlenbeck	Joshua & Emily	Mbeck Incorporated	2265 Livernois Rd	Troy	MI	48084	248-303-9909	MI : 1

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Kuder	Kevin	AlphaWellness Management, Inc	24619 Washington Ave, Suite 200	Murrieta	CA	92562	8582546525	MN : 1
Muhlbauer & Secor	Ryan & Andy	Vitality Now	13911 Ridgedale Dr, suite 300	Minnetonka	MN	55303	612-751-3763	MN : 1
Jacot & Wolff	Jonny & Jerod	J2 Wellness LLC	4908 Rosa Parks Place	Sioux Falls	SD	57110	4028412864	MN : 1
Swaab-Bloom	Julie	Bizzy, LLC	8383 Greenway Blvd. Ste. 210	Middleton	WI	53562	920-450-0839	MN : 1
Young, Fox, Antonovich	Lonnie, Matthew, & Ryan	Alpha Partners	9 Glen Ed Professional Park	Glen Carbon	IL	62034	5732759966	MO : 1
Lawrence	Matthew	MRL 2023 Ventures LLC	16141 Swingley Ridge Rd Suite 107	Chesterfield	MO	63017	6366148240	MO : 1
Higgins	Heath	GDMH COL-JC LLC	108 E Green Meadows Rd Unit 6	Columbia	MO	65109	5736196308	MS : 1
Dunford & Hall	Daniel & Justin	Southern Men's Health	119 Bozeman Road, Suite 740	Madison	MS	39110	9012385838	MS : 1
Bates	Sam	BCG - GD Cary, LLC	216 Ashville Avenue, Suite 50	Cary	NC	27517	972-855-7654	NC : 1
Badosky	Joseph & Lauren	Makarios Life LLC	7400 Carmel Executive Park Dr. Suite #105	Charlotte	NC	28226	6784314575	NC : 1
Ross	Brian	Malvern Hill PLLC	2209 N Center St	Hickory	NC	28601	908-209-4513	NC : 1
Yerkes & Stefero	William & Donnie	StefYerk Inc	855 Sam Newell Road, Suite 202	Matthews	NC	28105	704-301-9971	NC : 1
Miller	Christopher & Alexandra	Blue Ridge Business Management, Inc	1616 E. Millbrook Rd., Suite 130	Raleigh	NC	27609	(203) 246-7173	NC : 1
Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1843 Cricket Court	Wilmington	NC	28405	910-262-5339	NC : 1
Young	Robert	Enhanced HCS LLC	2111 Middle Sound Loop Rd	Wilmington	NC	28411	330-206-5672	NC : 1
Tabor & Pinto	Michael & Jim	DAX23 MAC13 Scooter9	1365 Broadcloth St, suite 203	Fort Mill	SC	29715	704-502-3567	NC : 1
Armstrong	Alan	GDMH Spartanburg LLC	775 Spartan Blvd.	Spartanburg	SC	29301	6028816624	NC : 1

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Carey	Marshall	Carey Collective Corp	7051 Heathcote Village Way, Suite 270	Gainesville	VA	20155	301-526-1613	NC : 1
Fagan & Herring	Sean & Alexandra	FHVA Holdings, LLC	4714 A Starkey Rd	Roanoke	VA	24018	804-240-5439	NC : 1
Hudnall	John	JHUD Men's Health LLC	18140 Burke St. Suite 101	Omaha	NE	68022	4027145029	NE : 1
Nalette	Mari-Briege & Nicholas	Granite Strength & Wellness LLC	PO Box 4492	Manchester	NH	3108	6033914319	NH : 1
Robinson	Thomas	Robinson Ventures - Salem LLC	31 Stiles Rd. Ste 2300	Salem	NH	3079	8139974883	NH : 1
Idelson & MacNeal	Jonathan & Ken	GDMH North Jersey LLC	100 Commons Way, Suite 240	Holmdel	NJ	7733	2679772892	NJ : 1
Dobbs	Keniqua & Max	Strive Wellness	239 Washington St	Jersey City	NJ	7302	757-572-7470	NJ : 1
Van Rhee, Hulbert, & Stratton	Jeff, Gail, Nick, Justine, & Michael	Mapogo Group LLC	2003 Lincoln Drive West, Suite D	Marlton	NJ	8053	484 362 8200	NJ : 1
Krayzelburg, Sukharev, Lukach, & Kotovets	Lenny, Ken, Slavic, Gary, & Renata	RKLSG LLC	140 Rt 17 North suite 102	Paramus	NJ	7652	8186138426	NJ : 1
Noonan	Ron	RyPat Fitness LLC	15 Commerce Blvd. Suite 100	Succasunna	NJ	7876	570-460-2074	NJ : 1
Wagner	Robert & Pamela	T-Time for Men LLC	960 Margaret St	Allentown	PA	18103	4845532620	NJ : 1
Liberati & Frascella	Steve, Dave, & Larry	Harmonic Health Now LLC	350 Sentry Pwky, BLDG 670, Ste 205	Blue Bell	PA	19422	267-261-6470	NJ : 1
Reyes	Rodney	GD ABQ, LLC	PO Box 13150	Las Cruces	NM	88013	5756364522	NM : 1
Van Leuvan	Melinda & Mike	Boost Logistics LLC	2285 Corporate Circle, Ste 140	Henderson	NV	89074	7028833850	NV : 1
Hataway	Michael	Dr Manhattan's Project LLC	609 Sierra Rose Dr Ste 3	Reno	NV	89521	7752002681	NV : 1
Cleary & Richards	Jacqueline & Chris	PMKJ Holdings, LLC	8 Breeze Knoll Dr	Westfield	NJ	7090	9084035111	NY : 1

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Wozny & Driver	Tyler & Aaron	A and T Manhattan LLC	34 West 22nd Street	New York	NY	10010	4156581333	NY : 1
Smith	Jeffrey	Smith Services and Management LLC	56 Helmsford Way	Penfield	NY	14526	716-698-9638	NY : 1
Scharf	Jonathan	Scharf Health Solutions LLC	16 Katavalos Drive	Tomkins Cove	NY	10986	914-589-8867	NY : 1
Humphries, Nassar, & Valentine	Tom, Richard, & Jay	GD 585 LLC	494 Lake Road	Webster	NY	14580	6165402106	NY : 1
Akkaway & Cady	Dan & Mendy	GD Management Services LLC	2 Crosfield Ave, Suite 420	West Nyack	NY	10994	619-873-5129	NY : 1
McClure & Stenzel	Matt & Bruce	Trident Medical	8201 Main Street, Suite 8	Williamsville	NY	14221	716-990-4677	NY : 1
Steiner	Matthew	MLS Medical PC	559 Keeler Dr	Avon	IN	46123	765-513-9340	OH : 1
Geedey	Larry	GAC Lifestyle	2670 Chancellor Dr.	Crestview Hills	KY	41017	6144006721	OH : 1
Sweet	D'Arcy	Yorkview Holdings, LLC	7626-B Paragon Road	Centerville	OH	45459	9374171809	OH : 1
LaPray & Gentry	Brian	LFHG Management Services LLC	10475 Reading Rd. Suite 201	Cincinnati	OH	45241	801-830-5491	OH : 1
Nibert	Ryan	RR Medical Management LLC	85 McNaughten Road Suite 100	Columbus	OH	43213	3042610072	OH : 1
Schembeler	Glenn & Megan	Jackbo, Inc	1335 Dublin Road, Columbus	Columbus	OH	43201	614-906-2583	OH : 1
Ziebro	Matt & Theresa	Z-Health Services	66 South Miller Rd, Suite 102	Fairlawn	OH	44333	440-487-6789	OH : 1
James & Pappas	Randy, Myca, & Zach	James Pappas Holding LLC	5536 Hilliard Rome Rd	Hilliard	OH	43026	614-893-9693	OH : 1
Kresevic & Corlett	Darrin & Franklyn	JMN Investments LLC	6200 Som Center Rd	Solon	OH	44139	216-906-6611	OH : 1
Marra	Todd	Tomad INC	3425 Executive Pkwy #107	Toledo	OH	43603	4192068589	OH : 1
Sikes	Michael & Harrison	MHS Healthcare LLC	2309 E Hills Dr	Moore	OK	73160	405-219-9606	OK : 1

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Graham	Adam & Amanda	A Cubed Investments, Corp	5101 Gaillardia Corporate Place A-1	Oklahoma City	OK	73142	9183291133	OK : 1
Kennedy	TJ	Pacific Peak Management, Inc	2235 NW Shevlin Park Road, Suite 100	Bend	OR	97703	8012316673	OR : 1
Marina & Knoll	Adam & Brian	Prime Life Holdings LLC	8101 SW Nyberg St., #103	Tualatin	OR	97062	7023275402	OR : 1
Wagner	Robert & Pamela	T-Time for Men LLC	960 Margaret St	Allentown	PA	18103	4845532620	PA : 1
Liberati & Frascella	Steve, Dave, & Larry	Harmonic Health Now LLC	350 Sentry Pwky, BLDG 670, Ste 205	Blue Bell	PA	19422	267-261-6470	PA : 1
Roberts	Bill & Joie	Kerwin Enterprises LLC	80 W Welsh Pool Rd, Suite 200	Exton	PA	19341	6105136080	PA : 1
McCarthy	LucyAnn & Michael	Five Twenty-One Management LLC	30 Lacrue Ave Suite 204	Glen Mills	PA	19342	484-459-8440	PA : 1
Lentini	Frank & Leanne	Maverick6 Group Inc	845 Sir Thomas Court, Suite 6	Harrisburg	PA	17109	7179793689	PA : 1
Rocheft	John	A&M Holding Management LLC	5001 Louise Dr. Suite 302	Mechanicsburg	PA	17055	7174189422	PA : 1
Long	Guy	Primetime Longevity Inc	187 Sycamore Dr	Palmertown	PA	18071	570-688-8455	PA : 1
Pierce	Art	Vitruvian Man, LLC	11279 Perry HWY Suite 304	Wexford	PA	15090	412-855-6228	PA : 1
Driscoll	Jeff	Mamonk Health LLC	200 Midway Rd Ste 175	Cranston	RI	2920	949-395-0119	RI : 1
Knecht IV & Ebelherr	Will & Russell	Fitwell Partners LLC	1843 Cricket Court	Wilmington	NC	28405	910-262-5339	SC : 1
Holmes	Rob & Allen	RAH Investments, LLC	513 Savannah Hwy, Unit A	Charleston	SC	29407	843-991-3001	SC : 1
Floyd & Wilson	Robert & Dennis	RFD Holding LLC	115 Atrium Way Suite 125	Columbia	SC	29223	7042396924	SC : 1
Chafin	Travis & Alicia	Southern Strategic LLC	225 Halton Rd, Ste B	Greenville	SC	29607	404-992-3111	SC : 1
Armstrong	Alan	GDMH Spartanburg LLC	775 Spartan Blvd.	Spartanburg	SC	29301	6028816624	SC : 1

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Caruthers	Cory	3Hundred Health Corporation	112 Saundersville Rd, Suite B-200	Hendersonville	TN	37075	949-306-2690	TN : 1
Crawford	Jason & Autumn	AJ Crawford Investments Inc	4163 Windtree Dr	Signal Mountain	TN	37377	281-299-5257	TN : 1
Reimer/Tyler/Puryear	Greg, Ampy, & Steve	MSCO1, LLC	55 Madison St. Ste 260	Denver	CO	80206	515-240-1880	TX : 1
Sikes	Michael & Harrison	MHS Healthcare LLC	2309 E Hills Dr	Moore	OK	73160	405-219-9606	TX : 1
Bates	Sam	BCG - GD Dallas 1, LLC	6301 Gaston Avenue, Suite 775	Dallas	TX	75214	9728557654	TX : 1
Placencio	Keith	Placencio Mens Health	7430 Remcon Circle, Bldg. A, #140	El Paso	TX	79923	575-993-1123	TX : 1
Grewal	Tej	Hudson Health PLLC	1503 Blue Ridge Dr. STE 303	Georgetown	TX	78626	5128145554	TX : 1
Baxter & Hackel	David & Eirc	Forty Six Ten LLC	2321 Ira E Woods Ave Suite 200	Grapevine	TX	76051	817-504-6676	TX : 1
Ali	Ray	Rac Management & Services LLC	5707 Val Verde St. Unit C	Houston	TX	77057	2817016969	TX : 1
Paul	Shawn	TXMSO20 21722	13325 Hargrave Road Suite 290	Houston	TX	77070	7137037405	TX : 1
Simon	Jarrett	Simon Consulting LLC	515 W 20th St	Houston	TX	77008	2817857786	TX : 1
Khurana	Sandeep	Silber Surf LLC	300 Soapberry Circle	Irving	TX	75063	6303100201	TX : 1
Stovesand	Alan & Kristen	DFW Health Management Services	7301 N. State Highway, Suite 120	Irving	TX	75039	949-374-3412	TX : 1
Tareen	Ameena	AT ENT LLC	26717 Westheimer Pkwy suite 804	Katy	TX	77494	949-202-8048	TX : 1
Bhardwaj	Amit	True Health Managed Services LLC	3808 Venezia Way	Leander	TX	78641	512-920-4311	TX : 1
Fraleigh & Guss	Dave & Carolyne	Boulder Canyon Management LLC	2601 S Stemmons Fwy, Suite 110	Lewisville	TX	75067	4157283290	TX : 1

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Rushing	Sommer & Joseph	Rushing TRT	7601 Canton Ave	Lubbock	TX	79423	806-548-2012	TX : 1
Yadugiri	Kripal	Wellmen Inc	3134 Currant Dr	Manvel	TX	77578	2105579072	TX : 1
Moyer	Michael & Kristin	Titan Health Ventures, LLC	3323 Midland Dr. Ste 113	Midland	TX	79707	925-336-1560	TX : 1
Aslin	Paul	MPA Business Associates, Inc	13510 Red Bloom Circle	Mont Belvieu	TX	77535	8179808951	TX : 1
Le	Connie	ABJ Administrative Services LLC	24441 Tomball Parkway Suite 80	Northpointe	TX	77375	8324346683	TX : 1
Gathmann	Aaron	Texvitale I LLC	3705 Lakeview Parkway, Suite 400	Rowlett	TX	75088	210-410-4283	TX : 1
Lieb & Williams	Vern & Joseph	Lieb & Williams Enterprises, LLC	8418 Bluestone Bay	San Antonio	TX	78250	210-861-4655	TX : 1
Linke	Sebastian	Impactfit LLC	22610 US-281	San Antonio	TX	78258	760-305-3066	TX : 1
Zorrilla	Alan	Zoza Ventures LLC	14 Kings View	San Antonio	TX	78257	2108529372	TX : 1
Hernandez	Alfonso	XPLR Health San Marcos LLC	1340 Wonder World Dr, suite 104	San Marcos	TX	78744	2109841543	TX : 1
Hyde	John	Woofus GMH Denton, LLC	100 Regent Court	Southlake	TX	76092	8176834639	TX : 1
Allana	Shifa	Spring Tex Ventures LLC	23227 Gosling Rd Ste C	Spring	TX	77389	8325416399	TX : 1
Klunke	Jeff	JBK Healthcare Management Service, LLC	8019 Hertfordshire Circle	Spring	TX	77379	346-732-1700	TX : 1
Osorio	Andrea & Alonso	PAX Performance LLC	212 Old Grande Blvd. Suite C-114	Tyler	TX	75703	813-210-4848	TX : 1
Benson	Jon & Joshua	GMDY Utah LLC	1275 E Fort Union Blvd	Cottonwood Heights	UT	84121	801-792-9749	UT : 1
Baguley	Mike & Jamie	GMDY Ventures, LLC	3098 West Executive Parkway, Suite 200	Lehi	UT	84043	801-792-9749	UT : 1

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	State where Outlet will be Located
Alo	Lane & Stephanie	Alo Premier	2015 W Grove Parkway, Suite G	Pleasant Grove	UT	84062	8018975920	UT : 1
Bodine & Jackson	Jason & Dave	Wasatch Wellness Mens Health, LLC	560 West 465 North Ste. 604	Providence	UT	84332	801-368-8148	UT : 1
Frost	Jared	Frampbell LLC	945 Chambers St. Ste 2	South Ogden	UT	84403	702-807-3668	UT : 1
Miller	Zach	Cardinal Wellness	4401 Waterfront Dr. Suite 100	Glen Allen	VA	23060	610-763-4333	VA : 1
Ashcraft	Glenn & Tara	Capital Mens Health 1	12005 Sunrise Valley Drive	Reston	VA	20191	817-798-9116	VA : 1
Mueller	Jim & Bree	Mueller Clinics LLC	933 First Colonial Road STE 101	Virginia Beach	VA	23454	703-675-3717	VA : 1
Threkheld	Judson	Pillar Ventures PLLC	19503 NE 6th St	Camas	WA	98607	2087901119	WA : 1
Subudhi	Arabinda	Pan Constructive Health & Wellness LLC	230 Inverrary Ln	Deerfield	IL	60015	8475028339	WI : 1
Welko	Bradley	Welko Business Ventures LLC	4351 W. College Ave. Ste. 130	Appleton	WI	54914	920-915-2821	WI : 1
Isherwood	Jennifer & Ryan	RBI Consulting LLC	524 Milwaukee Street, Suite 207	Delafield	WI	53018	4143801919	WI : 1
Hassan	Zubair	Pak Healthcare LLC	4509 S. 119th St	Greenfield	WI	53228	4148287593	WI : 1
Boshcka & Pfaff	Matt & Mitch	3 Rivers Men's Health LLC	1806 State Road 16	La Crosse	WI	54601	6083971855	WI : 1
Swaab-Bloom	Julie	Bizzy, LLC	8383 Greenway Blvd. Ste. 210	Middleton	WI	53562	920-450-0839	WI : 1
Coates	Douglas & Julie	Winchester Mens Health, Inc	3034 Valley Ave Ste 100	Winchester	VA	22601	7034794893	WV : 1
Tucker	John	Elite Ventures Health LLC	1531 Tennis Club Rd	Charleston	WV	25304	3045337134	WV : 1

Former Franchisees:

The name and last known address of every franchisee who had a Gameday Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2025 to December 31, 2025, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
McFarland*	Thomas	NWA Health Ventures	2200 W Laurel Ave #507	Rogers	AR	72758	2063759168
Cohen ⁽¹⁾	Dan		14358 N Frank Lloyd Wright Blvd, Ste 11	Scottsdale	AZ	85260	650 208 4636
Tiwana*	Harjeet	Tiwana Brothers Management Services Inc	3439 W Shaw Ave Ste 115	Fresno	CA	93711	559-313-1123
Rodriguez ⁽²⁾	Frank		24301 Southland Drive, Suite 200	Hayward	CA	94545	6504643436
Carsel ⁽³⁾	Dan		595 Buck Avenue, Ste. A,	Vacaville	CA	95688	916-380-2944
Fanning*	Steve & Shannon		4683 Chabot Dr Suite 203	Pleasanton	CA	94588	9492881292
Walker*	Jesse		4300 Long Beach Blvd., Suite 450	Long Beach	CA	90807	7144210480
Westenskow & Chapman ⁽⁴⁾	Ryan & Byron	Co Vitality LLC	11960 Lioness Way Ste. 100	Parker	CO	80134	8015405817
Miller ⁽³⁾	Jeffrey	Four Tigers INC	750 West Hampden Ave, Suite 501	Englewood	CO	80110	7573537922
Schwartz & McKenna ⁽⁵⁾	Jonathan & Jeff	TRT Orlando MSO LLC	99 S New York Ave	Winter Park	FL	32789	407-341-7170
Schwartz & McKenna ⁽⁵⁾	Jonathan & Jeff	TRT Orlando MSO LLC	4106 W Lake Mary Blvd Suite 110	Lake Mary	FL	32746	407-341-7170
Payton & Hayyeh*	Christopher & Huda		3914 High Dove Way SW	Smyrna	GA	30082	816-521-0443
Shetty & Arun ⁽¹⁾	Prasad & Alexander	Sowaka LLC	5950 Live Oak Pkwy, Suite 172	Norcross	GA	30093	6787793316
Daeges & Crescitelli ⁽²⁾	Andy & Daniel		928 Valley View Dr. Ste 16	Council Bluffs	IA	51503	4029170331

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
Bowie*	Nathaniel	Jawbone Ventures LLC	1250 W Ironwood Dr Suite 201	Couer d'Alene	ID	83814	2087901119
Alqara*	Fares		1952 McDowell Road, Suite 205	Naperville	IL	60563	513-263-0469
Desai*	Mehul		639 Yosemite Dr	Indianapolis	IN	46217	3173664153
Dugas ⁽⁴⁾	Jonathan	Mens Health Clinic of Lafayette LLC	825 Kaliste Saloom Rd. Ste. 103	Lafayette	LA	70508	337-254-0508
Pumila ⁽⁴⁾	Gaspar		3621 Ridgelake Dr. Suite 206	Metairie	LA	70002	5047015245
LaVallee*	Alex		521 West St, #7	Duxbury	MA	2332	4018299154
Fortune*	David		1150 Great Plain Ave	Needham	MA	02492	310-857-9466
Humphries & Lerg	Tom & Charles		5050 Cascade Rd	Grand Rapids	MI	49546	616.55106952
Plumadore ⁽³⁾	Patrick & Jennifer	Red Herring Investments	5291 Corporate Drive Suite 200	Frederick	MD	21703	301-573-4149
Khilji	Muhammad		7001 Johnnycake Rd, STE 101	Windsor Mill	MD	21244	5132900461
Stevener ⁽⁶⁾	Adam		856 Waterbury Falls Dr #101	O'Fallon	MO	63368	636-299-3419
Wood*	Jim		209 Green St	Elon	NC	27244	3362121674
Camp & Hudson ⁽³⁾	Josh & Claudia		2626 Glenwood AVE. Ste 170	Raleigh	NC	27608	602-327-9922
Grady ⁽⁴⁾	Marilyn	House of Grady LLC	3535 Randolph Rd Ste 200	Charlotte	NC	28211	7049098317
Butner & Rodriguez ⁽²⁾	Cory & Marilyn		7980 Bradford Ln	Denver	NC	28037	9096410370
Newman ⁽⁷⁾	Todd		2285 Corporate Circle, Ste 140	Henderson	NV	89074	7028833850
Kang & Malhotra ⁽²⁾	David & Saurabh	KMG Management Services LLC	418 Broadway St N	Albany	NY	12207	5623254123
Wozny ⁽⁸⁾	Tyler	3 THX LLC	34 West 22nd Street	New York City	NY	10010	4156581333
Tomlinson	Andre		1725 Oregon Pike	Lancaster	PA	17601	813-380-4201

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone
Holmes*	Robert	RAH Investments, LLC	513 Savannah Hwy, Unit A	Charleston	SC	29407	843-991-3001
Armstrong ⁽³⁾	Alan	GDMH Spartanburg LLC	775 Spartan Blvd.	Spartanburg	SC	29301	6028816624
Matwijecky	Brian	WB Health INC	11661 Preston Road suite 124	Dallas	TX	75230	2142404680
Schreer ⁽³⁾	Heather	Wynn Forward, LLC	10800 Gosling Rd Unit 130564	Spring	TX	77373	832-724-9898
Le*	Susan	ABJ Administrative Services LLC	24441 Tomball Parkway Ste 80	Tomball	TX	77375	8324771133
Jones ⁽⁹⁾	Christopher	CDMK Healthcare Services LLC	250 E Basse Road, STE 208	San Antonio	TX	78209	210-687-5207
Praczko & Csizi*	Tamas & Marta		13910 Conner Park Dr.	Cypress	TX	77429	713-582-7173
Steinfatt	Teresa	TCT, LLC	630 Peter Jefferson Parkway, Suite 185	Charlottesville	VA	22911	804-363-3546
Vollmar ⁽¹⁰⁾	Don		W177N9886 Rivercrest Dr., Suite 100	Germantown	WI	53022	262-402-8473
Boshcka & Pfaff	Matt & Mitch	3 Rivers Men's Health LLC	1806 State Road 16	La Crosse	WI	54601	6083971855
Swaab-Bloom*	Julie	Bizzy, LLC	8383 Greenway Blvd. Ste. 210	Middleton	WI	53562	920-450-0839

* This franchise agreement was terminated before the outlet began operations.

⁽¹⁾This franchisee transferred one operational unit and two units before operations began.

⁽²⁾This franchise agreement ceased operations after opening.

⁽³⁾This franchisee transferred one operational unit and one unit before operations began.

⁽⁴⁾One member of the franchise agreement exited the partnership, other partner remains in the system.

⁽⁵⁾This outlet was reacquired by the Franchisor.

⁽⁶⁾This outlet was reacquired by Franchisor then sold to another franchisee in the same year.

⁽⁷⁾This franchisee transferred two operational units and six units before operations began.

⁽⁸⁾This franchisee transferred one outlet in Florida.

⁽⁹⁾This franchisee transferred one outlet in Texas that ceased operations the same year.

⁽¹⁰⁾This franchisee transferred two operational units and one unit before operations began.



EXHIBIT F
FRANCHISE OPERATIONS MANUAL
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EXHIBIT G
STATE ADDENDA
AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR REAM FRANCHISE GROUP, LLC d/b/a GAMEDAY MEN'S HEALTH

The following modifications are made to the Ream Franchise Group, LLC d/b/a Gameday Men's Health ("Franchisor," "us," "we," or "our") Franchise Disclosure Document ("FDD") given to franchisee ("Franchisee," "you," or "your") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 20__ ("Franchise Agreement"). When the term "Franchisor's Choice of Law State" is used, it means the laws of the state where Franchisee's Gameday franchise is located. When the term "Supplemental Agreements" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("State Addendum") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Agreements. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD 14 days prior to execution of the agreement.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement and Area Development Agreement contain provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in the State of California. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Area Development Agreement restricting venue to a forum outside the State of California. The Franchise Agreement contains a mediation provision. The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Area Development Agreement require the application of the law of the State of where the franchisee's business is located. This provision may not be enforceable under California law.



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

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Area Development Agreement contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

Item 1 is revised to add the following language under the section titled “**Competition and Laws Affecting the Business**”: California law (Bus. & Prof. Code § 2400) prohibits corporations or similar business entities from owning a Clinic. See also the California Confidentiality of Medical Information Act at California Civil Code §§ 56.10 – 56.16, that protects the privacy of a Patient’s medical information. The Medical Board of California may have other regulations as well. See generally, California Business & Professional Code Division 2, §§ 500 through 4,999.129.

The Franchise Agreement and Area Development Agreement provides for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains, and if applicable, the Area Development Agreement may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Area Development Agreement may not be enforceable.

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

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

Our website 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.

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.

Posting of Surety Bond

The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond, which must remain in effect until all of our obligations to outstanding franchisees are fulfilled. The surety bond is in



the amount of \$2,000,000 with Nationwide Mutual Insurance Company and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT 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 YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE 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 US AND YOU.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

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.

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit J of the FDD on the page entitled, "State Effective Dates."



2. States which have refused, by order or otherwise, to register these Franchises are:

None

3. States which have revoked or suspended the right to offer the Franchises are:

None

4. States in which the proposed registration of these Franchises has been withdrawn are:

None

Fee Deferral

Items 5 and 7 of the FDD and Section 3.1 of the Franchise Agreement are amended to state: Based upon the franchisor's financial condition, the Hawaii Department of Commerce and Consumer Affairs has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.



Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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.

Posting of Surety Bond

Items 5 and 7 of the Franchise Disclosure Document and the Franchise Agreement are amended to state: Franchisor has posted a surety bond in an amount required by the Illinois Attorney General's Office to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you. The Illinois Attorney General's Office has imposed the bond requirement due to our financial condition.

See the last page of this Exhibit G for your required signature.

INDIANA

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

No competing business for two years within the Exclusive Territory.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

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



The “Summary” column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in the State of California. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The “Summary” column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise California State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will 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 FDD, the Franchise Agreement, or Franchisor’s Choice of Law State 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 under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.
3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.
4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

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.



IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Ream Franchise Group, LLC d/b/a Gameday Men's Health, 5140 Avenida Encinas, Carlsbad, California, 92008 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND AREA DEVELOPMENT AGREEMENT

Item 17 of the FDD and the Franchise Agreement are amended to state: "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."



Representations in the Franchise Agreement and Area Development Agreement 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.

Item 17 of the FDD and sections of the Franchise Agreement and Area Development Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that 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.

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

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.

Surety Bond

Items 5 and 7 of the Franchise Disclosure Document, the Franchise Agreement and the Area Development Agreement are revised to state: Pursuant to COMAR 02.02.08.08.F, we posted a surety bond in an amount required by the Securities Commissioner of the Office of the Attorney General to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

MICHIGAN

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

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

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

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

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



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

(d) A provision that permits us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six months' advance notice of our intent not to renew the Franchise.

(e) A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 our then-current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.

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

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

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

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



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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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.

MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. The Franchise Disclosure Document, Franchise Agreement and Area Development Agreement are revised to state only the “MSO Model” will be offered in the State of Minnesota and the “Direct Clinic Ownership” or “DCO Model” will not be offered.
2. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota



Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

3. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
4. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.
5. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.
6. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.
7. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.
8. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.
9. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.
10. The following risk factors are added to the Special Risks About This Franchise page:

Corporate Practice of Medicine. Minnesota has adopted the corporate practice of medicine doctrine, which prohibits corporations other than professional associations and non-profit corporations from practicing medicine. The MSO model franchise may be at risk of being found in violation of the corporate practice of medicine doctrine in Minnesota, which could result in the loss of a franchisee's investment. Prospective franchisees should consult an attorney experienced

in this area of Minnesota law prior to signing an agreement to ensure that the franchise relationship and operation will not violate Minnesota law.

Third-Party Performance. The MSO model involves a special risk in that performance of the required services is dependent on a third-party.

11. NSF checks and related interest and attorneys' fees are governed by Minnesota Statute § 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.
12. The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.
13. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.
14. 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.
15. Item 6 of the FDD and Section 3.6(b) of the Franchise Agreement is hereby amended to limit the Late Fee to \$30 per occurrence pursuant to Minnesota Statute 604.113.

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

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

3. The following is added to the end of 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.

4. 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.

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

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



6. Franchise Questionnaires and Acknowledgements - 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.

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, 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.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, provisions of the FDD (including Item 17(v)), the Franchise Agreement (including Article 16.4), and Area Development Agreement (including Article 17) relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Article 16.8 of the Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is hereby amended to state the statute of limitations under North Dakota law will apply.

Any section of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.



Item 17(r) of the FDD and Section 15 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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.

Surety Bond

We have posted a surety bond in an amount required by the North Dakota Securities Department to financially protect you, to the extent of your payment of an initial franchise fee, if we do not meet our pre-opening obligations to you.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials _____ Date _____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Ream Franchise Group, LLC d/b/a Gameday Men's Health, 5140 Avenida Encinas, Carlsbad, California, 92008 not later than midnight of the fifth business day after the Effective Date.



I hereby cancel this transaction.

Franchisee:

Date: _____

By: _____

Print Name: _____

Its: _____

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including, but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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.

SOUTH DAKOTA

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.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”



In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Ream Franchise Group, LLC d/b/a Gameday Men's Health for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

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

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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.

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California
☐ Hawaii
☐ Illinois
☐ Iowa
☐ Indiana
☐ Maryland

☐ Michigan
☐ Minnesota
☐ New York
☐ North Dakota
☐ Ohio

☐ Rhode Island
☐ South Dakota
☐ Virginia
☐ Washington
☐ Wisconsin

Dated: , 20____

FRANCHISOR:

REAM FRANCHISE GROUP, LLC
D/B/A GAMEDAY MEN’S HEALTH

Sign:
Printed Name:
Title:

FRANCHISEE:

Sign:
Printed Name:
Title:

Rev. 112025



APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“Addenda”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California
☐ Hawaii
☐ Illinois
☐ Iowa
☐ Indiana
☐ Maryland

☐ Michigan
☐ Minnesota
☐ New York
☐ North Dakota
☐ Ohio

☐ Rhode Island
☐ South Dakota
☐ Virginia
☐ Washington
☐ Wisconsin

Dated: _____, 20____

FRANCHISOR:

REAM FRANCHISE GROUP, LLC

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

Rev. 071823



EXHIBIT H

CONTRACTS FOR USE WITH THE GAMEDAY FRANCHISE

The following contracts contained in Exhibit H are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Gameday Franchise. The following are the forms of contracts that Ream Franchise Group, LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked “Sample,” they are subject to change at any time.



EXHIBIT H-1
GAMEDAY FRANCHISE
SAMPLE GENERAL RELEASE AGREEMENT
WAIVER AND RELEASE OF CLAIMS

This General Release (“Release”) is made as of the Effective Date listed on the signature page (“Effective Date”) between Ream Franchise Group, LLC (“Franchisor”), and the franchisee and individuals listed on the signature page (“Franchisee” and “Guarantor(s),” respectively). Franchisor, Franchisee, and Guarantor(s) may sometimes be referred to as a “Party” or jointly as the “Parties.” Any capitalized term not defined herein will have the meaning outlined in the Franchise Agreement unless otherwise specified herein.

RECITALS

[**WHEREAS**, Franchisor and Franchisee have entered into that certain area development agreement dated [DATE] (together with all exhibits, attachments, addenda, and amendments thereto, the “AD Agreement”), for the development of up to [X] Gameday Men’s Health franchises within certain areas in or around the [DEVELOPMENT TERRITORY] areas, as further described in Attachment A thereto;]

WHEREAS, Franchisor and Franchisee have entered into that certain franchise agreement dated [DATE] (together with all exhibits, attachments, amendments, and addenda thereto, the “Franchise Agreement”), pursuant to which Franchisee was granted the right to own and operate a Gameday franchised business at a [LOCATION] (the “Franchised Business”);

WHEREAS, Guarantor(s) has/have agreed to guarantee the performance of Franchisee under the Franchise Agreement; and

WHEREAS, Franchisee desires to take some action (or make some amendment) to the Franchise Agreement, or desires for the Franchisor to take any action for which a General Release is called for in the Franchise Agreement or is required by Franchisor as part of such action (the “Request”) and, as a condition and material inducement to Franchisor’s consent to the Request, Franchisee and Guarantor(s) have each agreed to provide this Release.

NOW, THEREFORE, for and in consideration of the mutual covenants found herein, for that consideration stated below, and for other good and valuable consideration, the adequacy of which is admitted by all parties hereto, it is agreed as follows:

AGREEMENTS

1. Franchisee, if an entity, for and on behalf of itself, and on behalf of its past, present, and future parents, subsidiaries, affiliates, successors, assigns, and each of their respective officers, directors, shareholders, members, managers, partners, employees, agents, heirs, executors, administrators, legal representatives, and any other person or entity acting by, through, or on behalf of Franchisee, and, if a natural person, on behalf of himself or herself, his or her partners, managers, employees, agents, heirs, executors, administrators, legal representatives, and any other person or entity acting by, through, or on behalf of Franchisee with respect to the Franchise Agreement, or any other agreement between Franchisor and Franchisee (such parties collectively, “Franchisee Parties”) and each Guarantor for himself/herself and for and on behalf of his/her family members and for and in consideration of: the Franchisor consenting to the Request;



and for other good and valuable consideration, all of which is deemed adequate by all Parties hereto, do each (personally, jointly and severally) from the beginning of time to the Effective Date of this Release, release, indemnify, and forever forgive and discharge Franchisor and each of its past, present, and future parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of their respective officers, directors, shareholders, members, managers, partners, employees, agents, representatives, attorneys, insurers, independent contractors, subfranchisors, third-party brokers, and any other person or entity acting on behalf of or in concert with any of the foregoing, in any capacity whatsoever ("Franchisor Parties"), from any and all: equitable or legal claims; claims sounding in federal law or state statute; causes of action; complaints; direct, indirect, punitive or consequential damages; judgments; business losses; awards; injury, or any other right or action whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, foreseeable or unforeseeable, matured or unmatured, absolute or contingent, determined or determinable, (separately and together a "Claim" or the "Claims") that relate in any way to, (i) the manner and method by which Franchisor delivered the FDD to Franchisee and Guarantor(s); (ii) the content, or lack of content of the FDD (as such content may have been required by any applicable state or federal law); (iii) the performance or failure of performance of Franchisor or Franchisor Parties in reference to any federal-required or state-required disclosure obligations and requirements; (iv) any oral, written, express or implied promises, statements, disclosures and the like relating in any way to the [AD Agreement,] the Franchise Agreement, or the franchise relationship between the Franchisor and Franchisor Parties, on the one hand, and Franchisee, Guarantor(s), and the Franchisee Parties on the other hand; (v) the performance or the failure to perform of Franchisor or any Franchisor Party under the [AD Agreement and/or] the Franchise Agreement; (vi) the performance or failure to perform of Franchisor or any Franchisor Party under any other oral or written, express or implied agreement, covenant, or document whether or not found in the [AD Agreement or] the Franchise Agreement; and, (vii) any other claim sounding in equity or law. Notwithstanding the preceding, nothing in this Release is intended to disclaim any representations made in the Franchise Disclosure Document.

2. Franchisee, for themselves and on behalf of the Franchisee Parties, and Guarantor(s) agree and expressly state that this Release was made in contemplation of not only known Claims and the consequences thereof but also in contemplation of the possibility that each such Party identified in this paragraph may or will sustain future damages presently unknown to them and which accrued on or before the Effective Date of this Release but which were not asserted until after that date. By executing this Release, Franchisee, for themselves and on behalf of the Franchisee Parties, and Guarantor(s) intend to release Franchisor and the Franchisor Parties, jointly and severally, from liability for all known, unknown, and unforeseen Claims, losses, expenses, damages, costs, liabilities, business losses, and the consequences thereof.

3. Franchisee, for themselves and on behalf of the Franchisee Parties, and Guarantor(s) assume all risk that the facts and law may be, or may become, different from the facts and law as known to them or believed to be known by them as of the date of this Release, and each agrees that if the execution of this Release was made based on mistake (mutual or unilateral) that each will forever waive any right to claim that entering into this Release resulted from a mistake of any kind, thereby waiving all claims based upon the doctrine of mistake.

4. Franchisee, for themselves and on behalf of the Franchisee Parties, and Guarantor(s) deliver this Release with the intent that Franchisor relies on it. Should any condition, covenant, or clause herein be considered to be unenforceable, the arbitrator under the Franchise Agreement [and/or the AD Agreement, as the case may be,] will be permitted to amend the Release to the least extent possible to form an enforceable covenant, or if such amendment cannot be fashioned then to excise the offending clause, covenant, or condition to form an enforceable Release, which shall be binding upon the Parties to the fullest extent permissible.

5. Notwithstanding the terms of this Release, nothing herein relieves any Party of the obligation to maintain the confidentiality of the Proprietary Information or any component of the System under the Franchise Agreement [or the AD Agreement]. The terms of this Release are and will remain confidential and



will not be disclosed by any Party, except as required by legal process, except as required to be disclosed in Franchisor's Franchise Disclosure Document.

6. In the event of a dispute concerning this Release, the Parties agree that the alternative dispute resolution provisions found in Section 28 of the Franchise Agreement [and Section 17 of the AD Agreement] are incorporated herein by this reference as if fully set forth here.

7. If any mandatory provisions of the governing state law limit or prohibit the use of this Release, or which in any manner impose different rights or obligations as are found herein, then such mandatory provisions of state law shall be deemed incorporated in the Franchise Agreement[, the AD Agreement,] and this Release by reference and shall prevail over any inconsistent terms in this Release. If no such law exists, or if such law exists but permits the Franchisee to agree to abide by the terms of this Release, or if, by accepting the dispute resolution provisions of the Franchise Agreement and the AD Agreement, as found in Section 28 and Section 17 thereof, respectively, any applicable state law is preempted by federal law governing such dispute resolution, then the Franchisee, the Franchisee Parties, and the Guarantor(s) each agree to abide by the terms of this Release. Notwithstanding the preceding, claims arising from representations in the FDD are excluded from this Release.

8. Notwithstanding anything herein to the contrary, the following provisions of this Section 8 apply only if, and to the extent that, the law of the referenced state is determined to govern this Release or the subject matter hereof. In such case, the corresponding state-specific provision(s) shall apply as required by law:

a. Release of Unknown Claims and Waiver of California Law. Franchisee, the Franchisee Parties, and Guarantor(s) each acknowledge that they are aware and informed that the laws of California may purport to limit or reduce the effect of a general release concerning claims not known or suspected by them at the time of execution of this Release, such as Section 1542 of the Civil Code of the State of California which provides that:

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor or released party.”

Franchisee, Franchisee Parties, and Guarantor(s) each waive and relinquish every right or benefit which they have, or may have, under Section 1542 of the Civil Code of the State of California and any similar provisions of any other law (as may apply to this Release), to the fullest extent that the Franchisee, Franchisee Parties, and Guarantor(s) may lawfully waive such right or benefit. In connection with such waiver and relinquishment, and concerning any released Claims, the Franchisee, Franchisee Parties, and Guarantor(s) each acknowledge that they are aware and informed that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of this Release, but that it is Franchisee's, each Franchisee Party's, and each Guarantor's/Guarantors' intention to settle and release fully, finally and forever, all claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist, may exist or existed in the past, and in furtherance of such intention, the Release given herein shall be and remain in effect as a complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all Released Claims. Franchisee, each Franchisee Party, and Guarantor(s) agree to indemnify and defend Franchisor and the Franchisor Parties from all claims arising out of, directly or indirectly, the assertion by Franchisee, each Franchisee Party, and Guarantor(s) (or any Person by, through, or on their behalf) of any released Claims, positions, defenses, or arguments contrary to this Section 8(a) above. For clarity, Franchisor will not require execution of this Release as a condition for providing assistance related to a declared state or federal emergency.

b. Release of Unknown Claims and Waiver of South Dakota Law. Franchisee, the Franchisee Parties, and Guarantor(s) each acknowledge that they are aware and informed that the laws of South Dakota may purport to limit or reduce the effect of a general release concerning claims not known or suspected by them at the time of execution of this Release, such as South Dakota Codified Laws § 20-7-11, which provides as follows:

“A general release does not extend to claims which the creditor does not known or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

To the extent that all jurisdictional requirements are met and the South Dakota law cited above applies to this Release, Franchisee, each Franchisee Party, and Guarantor(s) expressly waive and relinquish every right or benefit which they have, or may have, under § 20-7-11 of the South Dakota Codified Laws and any similar provisions of any other law (as may apply to this Release), to the fullest extent that they may lawfully waive such right or benefit. In connection with such waiver and relinquishment, with respect to any released claims, Franchisee, each Franchisee Party, and Guarantor(s) acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Release, but that it is their intention to fully, finally, and forever settle and release all released Claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist, may exist, or existed in the past. In furtherance of such intention, the Release given herein shall be and remain in effect as a complete release, notwithstanding the discovery or existence of any such additional or different facts that would have affected the release of all released Claims. Franchisee, each Franchisee Party, and Guarantor(s) agree to defend and indemnify Franchisor and the Franchisor Affiliates from all released Claims arising out of, directly or indirectly, the assertion by Franchisee, any Franchisee Party, or Guarantor(s) (or any Person by, through, or on their behalf) of any released Claims, positions, defenses, or arguments contrary to this Section.

c. State Law Non-Waiver. Notwithstanding anything to the contrary in this Release, nothing herein is intended to, nor shall it be deemed to, waive or release any rights that Franchisee may have under any applicable state franchise law to the extent such rights cannot lawfully be waived or released by contract, including but not limited to the franchise registration, disclosure and relationship laws of Arkansas, California, Connecticut, Delaware, Hawaii, Illinois, Indiana, Iowa, Maryland, Michigan, Minnesota, Nebraska, New Jersey, North Dakota, Oregon, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin. To the extent any provision of this Release is determined to violate any such non-waivable right, such provision shall be deemed modified or severed, but only to the minimum extent necessary to comply with applicable law.

d. Nothing in this Section 8 shall be deemed a waiver of amendment of Section 9(c) of this Release nor an acknowledgment or acceptance that a particular state's or jurisdiction's laws shall apply to this Release without the jurisdictional requirements of the specific provisions of such law sought to be enforced first having been met.

9. Additional Provisions.

a. Each Party represents that the execution and delivery of this Release is the duly authorized and binding act of such a Party.

b. The Recitals are incorporated herein by this reference.

c. This Release shall be interpreted under the laws of the state where the Franchised Locations are (or are to be) located without regard to any conflict of laws provision to the contrary. Enforcement of this Release is subject to the dispute resolution provisions set forth in Section 28 of the Franchise Agreement [or Section 17 of the AD Agreement] as though such section were incorporated in their entirety herein.



d. Each individual and entity that comprises Franchisee, any of the Franchisee Parties, and Guarantor(s) shall be jointly and severally liable for the obligations of Franchisee, Franchisee Parties, and Guarantor(s).

e. Each Party will fully cooperate with all other Parties concerning the performance of this Release. Each party will execute, acknowledge and deliver such further documents that may reasonably be required to perform this Release effectively and evidence the release of all obligations and liabilities of the Parties as more fully stated herein.

f. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

g. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

h. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties.

i. Franchisee and Guarantor agree to do such further acts and things and to execute and deliver such additional agreements and instruments as Franchisor or any Franchisor Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

j. This Release may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute the same instrument, without the necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

(Signature page follows)

IN WITNESS WHEREOF, Franchisee and Guarantor have executed this Release as of the Effective Date: _____.

FRANCHISEE:

_____, a

Sign:
Printed Name:
Title:

GUARANTORS:

Sign:
Printed Name:
Date:

Sign:
Printed Name:
Date:

Rev. 052126



EXHIBIT H-2

GAMEDAY FRANCHISE

SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement (“SP Agreement”) is entered into by the undersigned (“you” or “your”) in favor of Ream Franchise Group, LLC, a California limited liability company, and its successors and assigns (“us,” “we,” or “our”), upon the terms and conditions set forth in this SP Agreement.

1. **Definitions.** For purposes of this SP Agreement, the following terms have the meanings given to them below:

“*Competitive Business*” means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by the Franchised Business; or (ii) provides or offers to provide services the same as or similar to the type of services sold by you, but excludes a Franchised Business operating under a franchise agreement with us. A Competitive Business shall not include ownership of up to five percent (5%) of any publicly held company or mutual fund that owns, operates, has an interest in, or controls any business that otherwise would meet the definition of a Competitive Business.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a Gameday Men’s Health Business or the solicitation or offer of a Gameday franchise, whether now in existence or created in the future.

“*Franchisee*” means the Gameday franchisee for which you are a manager or officer.

“*Franchisee Territory*” means the territory granted to you pursuant to a franchise agreement with us.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Gameday Men’s Health Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of a Gameday Men’s Health Business, which may be periodically modified by us.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Gameday Men’s Health Business, including “Gameday,” and any other trademarks, service marks, or trade names that we designate for use by a Gameday Men’s Health Business. The term “Marks” also includes any distinctive trade dress used to identify a Gameday Men’s Health Business, whether now in existence or hereafter created.

“*Prohibited Activities*” means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or



attempting to induce any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

“Restricted Period” means the one-year period after the termination, expiration or Transfer of this Franchise Agreement; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the *“Restricted Period”* means the six-month period after you cease to be a manager or officer of Franchisee’s Gameday Men’s Health Business.

“Restricted Territory” means the geographic area within: (i) a 10-mile radius of the Premises; and (ii) a 10-mile radius from all other Premises that are operating or under construction as of the date of the termination, expiration or Transfer of this Franchise Agreement; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the *“Restricted Territory”* means the geographic area within a five-mile radius from Franchisee’s Gameday Men’s Health Business (and including the premises of the approved location of Franchisee).

“System” means our system for the establishment, development, operation, and management of a Gameday Men’s Health Business, including Know-how, proprietary programs and products, Manual, and operating system.

2. Background. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this SP Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the Gameday Men’s Health Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee’s Gameday Men’s Health Business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this SP Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee’s Gameday Men’s Health Business by engaging in any Prohibited Activities.

5. Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.



6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this SP Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this SP Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this SP Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this SP Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SP AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

8. Breach. You agree that failure to comply with the terms of this SP Agreement will cause substantial and irreparable damage to us and/or other Gameday franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this SP Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this SP Agreement are exclusive of any other but may be combined with others under this SP Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this SP Agreement.

9. Miscellaneous.

a. If we pursue legal remedies against you because you have breached this SP Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This SP Agreement will be governed by, construed, and enforced under the laws of the state where the Franchisee's clinic is located applies, subject to applicable state law., and the courts in that state shall have jurisdiction over any legal proceedings arising out of this SP Agreement.

c. Each section of this SP Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this SP Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this SP Agreement agrees that the court may impose such limitations on the terms of this SP Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this SP Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this SP Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant



imposed upon you under this SP Agreement to ensure that the terms and covenants in this SP Agreement are enforceable under applicable law.

(Signature on following page)

EXECUTED on the date stated below.

Sign:
Printed Name:
Date:

Rev. 11/2025

EXHIBIT H-3

GAMEDAY FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Confidentiality Agreement”) is entered into by the undersigned (“you”) in favor of Ream Franchise Group, LLC, a California limited liability company, and its successors and assigns (“us”), upon the terms and conditions set forth in this Confidentiality Agreement.

1. Definitions. For purposes of this Confidentiality Agreement, the following terms have the meanings given to them below:

“*Gameday Men’s Health Business*” means a business that: provides men's health services and other related products and services using our Intellectual Property that is operated and/or managed by Franchisee.

“*Copyrights*” means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Gameday franchisees to use, sell, or display in connection with the marketing and/or operation of a Gameday Men’s Health Business, whether now in existence or created in the future.

“*Franchisee*” means the Gameday franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Gameday Men’s Health Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of a Gameday Men’s Health Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Gameday Men’s Health Business, including “Gameday” and any other trademarks, service marks, or trade names that we designate for use by a Gameday Men’s Health Business. The term “Marks” also includes any distinctive trade dress used to identify a Gameday Men’s Health Business, whether now in existence or hereafter created.

“*System*” means our system for the establishment, development, operation, and management of a Gameday Men’s Health Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Confidentiality Agreement. In order to avoid such damage, you agree to comply with this Confidentiality Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree:
(i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the



Gameday Men's Health Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Ream Franchise Group, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Confidentiality Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Confidentiality Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Confidentiality Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Confidentiality Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS CONFIDENTIALITY AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Confidentiality Agreement will cause substantial and irreparable damage to us and/or other Gameday franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Confidentiality Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Confidentiality Agreement are exclusive of any other but may be combined with others under this Confidentiality Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Confidentiality Agreement.

7. Miscellaneous.

a. Although this Confidentiality Agreement is entered into in favor of Ream Franchise Group, LLC, you understand and acknowledge that your employer/employee, independent contractor,



agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Confidentiality Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Confidentiality Agreement will be governed by, construed, and enforced under the laws of the state where the Franchisee's Gameday Men's Health Business is located, subject to applicable state law, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Confidentiality Agreement.

d. Each section of this Confidentiality Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Confidentiality Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Confidentiality Agreement agrees that the court may impose such limitations on the terms of this Confidentiality Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Sign:
Printed Name:
Date:

Rev. 112025



EXHIBIT H-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
☐ Checking ☐ Savings		
Bank Account No.	(check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Ream Franchise Group, LLC (“Franchisor”) to initiate debit entries to Franchisee’s account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee’s account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Sign:
Printed Name:
Title:
Date:
Federal Tax ID:

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.



EXHIBIT H-5

GAMEDAY FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("Approval Agreement") is entered into on _____, 20____, between Ream Franchise Group, LLC ("Franchisor"), a California limited liability company, _____ ("Former Franchisee"), the undersigned owners of Former Franchisee ("Owners") and _____, a _____ ("New Franchisee").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20____ ("Former Franchise Agreement"), in which Franchisor granted Former Franchisee the right to operate a Gameday franchise located at _____ ("Franchised Business"); and

WHEREAS, Former Franchisee desires to assign ("Requested Assignment") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Approval Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("New Franchise Agreement"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("Franchisor's Assignment Fee").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Approval Agreement, and conditioned upon New Franchisee's signing the New Franchise Agreement pursuant to Section 5 of this Approval Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Approval Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Approval Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date



of this Approval Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Clinic franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Approval Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to approving the Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating to New Franchisee's acquisition of the Franchised Business from Former Franchisee are between New Franchisee and Former Franchisee and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Approval Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Approval Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Approval Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Approval Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Approval Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Approval Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Approval Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state where Franchised Business is located applies, subject to applicable state law.

IN WITNESS WHEREOF, the parties have executed this Approval Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

REAM FRANCHISE GROUP, LLC

Sign:
Printed Name:
Title:

FORMER FRANCHISEE:

Sign:
Printed Name:
Title:

NEW FRANCHISEE:

Sign:
Printed Name:
Title:

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EXHIBIT H-6
GAMEDAY FRANCHISE
LEASE ADDENDUM

This Addendum to Lease (“**Addendum**”), dated _____, 20____, is entered into by and between _____ (“**Landlord**”), _____ (“**Tenant**”) and _____ (“**Franchisor**”), collectively referred to herein as the “**Parties**.”

A. Landlord and Tenant have entered into a certain Lease Agreement dated _____, 20____, and pertaining to the premises located at _____ (“**Lease**”).

B. Landlord acknowledges that Tenant intends to operate a franchised business from the leased premises (“**Premises**”) pursuant to a Franchise Agreement (“**Franchise Agreement**”) with Franchisor under Franchisor’s trademarks and other names designated by Franchisor (herein referred to as “**Franchised Business**” or “**Franchise Business**”).

C. The parties now desire to supplement the terms of the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed among the Parties as follows:

1. Use of the Premises. During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Franchised Business.

2. Franchise System. Landlord hereby consents to Tenant’s use of such proprietary marks, signs, interior and exterior décor items, color schemes and related components of the Franchised Business required by Franchisor. Tenant’s use of such items shall at all times be in compliance with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Premises.

3. Assignment. Tenant shall have the right, without further consent from Landlord, to sublease or assign all of Tenant’s right, title, and interest in the Lease to a Franchise Assignee (defined below) at any time during the term of the Lease, including any extensions or renewals thereof. In addition, if Tenant fails to timely cure any default under either the Lease or the Franchise Agreement, a Franchise Assignee will, at its option, have the right, but not the obligation, to take an assignment of Tenant’s interest under the Collateral Assignment of Lease or other form of assignment and assumption document reasonably acceptable to Landlord, provided such Franchise Assignee cures any then-existing material defaults of the Lease no later than ten days following the end of Tenant’s cure period. No assignment shall be effective until: (i) the Franchise Assignee gives Landlord written notice of its acceptance of the assignment and assumption of the Lease; and (ii) Tenant or the Franchise Assignee has cured all material defaults of the Lease for which it has received notice from Landlord. Nothing contained herein or in any other document shall create any obligation or liability of Franchisor, any Franchise Assignee, or guarantor thereof under the Lease unless and until the Lease is assigned to, and accepted in writing by a Franchise Assignee. In the event of any assignment or purported assignment under this Addendum, Tenant shall remain liable under the terms of the Lease and the assignee or subtenant shall retain all of the Tenant’s rights granted in the Lease including without limitation: (x) any grant of a protected territory or use exclusivity; and (y) the



renewal or extension of the Lease term. With respect to any assignment proposed or consummated under this Addendum, Landlord hereby waives any rights it may have to: (A) recapture the Premises; (B) terminate the Lease; or (C) modify any terms or conditions of the Lease. If Franchisor accepts an assignment and assumes the Lease under this section, Franchisor shall have the right to further sublet or reassign the Lease to another Franchise Assignee without Landlord's consent in which event Franchisor shall be released from any obligation or liability under the Lease. As used in this Addendum, "**Franchise Assignee**" means: (i) Franchisor or Franchisor's parent, subsidiary, or affiliate; or (ii) any franchisee of Franchisor or of Franchisor's parent, subsidiary, or affiliate.

4. Default and Notice.

a. If Tenant defaults on or breaches the Lease and Landlord delivers a notice of default to Tenant, Landlord shall contemporaneously send a copy of such default notice to Franchisor. Franchisor shall have the right, but not the obligation, to cure the default during Tenant's cure period plus an additional ten (10) day period. Franchisor will notify Landlord whether it intends to cure the default prior to the end of Tenant's cure period.

b. All notices to Franchisor shall be sent by a reputable overnight delivery service to the following address:

Ream Franchise Group, LLC
2035 Corte Del Nogal, Suite 160
Carlsbad, California 92011

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

c. Tenant and Landlord agree not to terminate, or materially amend the Lease during the term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent. Any attempted termination, or material amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

5. Termination or Expiration.

a. If Franchisor does not elect to take an assignment of the Tenant's interest, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Franchisor's trademarks and franchise system and to distinguish the Premises from a Franchised Business provided that Franchisor repairs any damage caused to the Premises by exercise of its rights hereunder.

b. If any Franchise Assignee purchases any assets of Tenant, Landlord shall permit such Franchise Assignee to remove all the assets being purchased, and Landlord waives any lien rights that Landlord may have on such assets.

6. Consideration; No Liability.

a. Landlord acknowledges that the Franchise Agreement requires Tenant to receive Franchisor's approval of the Lease prior to Tenant executing the Lease and that this Addendum is a material requirement for Franchisor to approve the Lease. Landlord acknowledges Tenant would not lease the



Premises without this Addendum. Landlord also hereby consents to the Collateral Assignment of Lease from Tenant to Franchisor as evidenced by Attachment 1.

b. Landlord further acknowledges that Tenant is not an agent or employee of Franchisor, and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any Franchise Assignee, and that Landlord has entered into this with full understanding that it creates no duties, obligations, or liabilities of or against any Franchise Assignee.

7. Amendments. No amendment or variation of this Addendum shall be valid unless made in writing and signed by the Parties hereto.

8. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions, and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Addendum as though copies herein in full.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto as of the day, month, and year first written above.

LANDLORD:

TENANT:

Sign:
Printed Name:
Title:

Sign:
Printed Name:
Title:

FRANCHISOR:

Sign:
Printed Name:
Title:

Rev. 112025



EXHIBIT H-6

ATTACHMENT 1 TO LEASE ADDENDUM

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the __, 20__ (“**Effective Date**”), the undersigned, _____ (“**Assignor**”) hereby assigns, transfers and sets over unto _____ (“**Assignee**”) all of Assignor’s right, title, and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit A (“Lease”)** with respect to the premises located at _____. This Collateral Assignment of Lease (“**Assignment**”) is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee expressly assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease 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 or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a franchise between Assignee and Assignor (“**Franchise Agreement**”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered, in Assignee’s sole discretion, to: (i) cure Assignor’s default of the Lease; (ii) take possession of the premises demised by the Lease; (iii) expel Assignor from the premises, either temporarily or permanently; (iv) terminate Assignor’s rights, title, and interest in the Lease; and/or (v) assume the Lease. If Assignee expends sums to cure a default of the Lease, Assignor shall promptly reimburse Assignee for the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent per month, or the highest rate allowed by law.

Assignor agrees it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 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 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.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written.

ASSIGNOR:

Sign:
Printed Name:
Title:

ASSIGNEE:

Sign:
Printed Name:
Title:

Rev. 112025

EXHIBIT H-7

GAMEDAY FRANCHISE

SAMPLE MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (**MSA**), is effective on the date that it is finally signed by all “**Parties**” (**Effective Date**) between (_____) Franchisee Entity Name _____), (“**Management Service Organization**” or “**MSO**”) and (_____) Name of Medical Professional’s Business _____) (**Medical Professional Organization**). MSO and the Medical Professional Organization may be called a “**Party**” or the “**Parties**.” Any capitalized term not defined in this MSA will have the meaning given it in the “**Franchise Agreement**” defined below. Reference to a “**Person**” means a natural person or a business entity.

RECITALS

MSO entered into a franchise relationship with Ream Franchise Group, LLC (**Franchisor**) by signing a franchise agreement on _____ (**Franchise Agreement**), in which MSO is granted the right to operate the MSO business on behalf of the Medical Professional Organization through use of the Franchisor’s System. As part of the grant under the Franchise Agreement, the Franchisor’s affiliate, ZCB Works, LLC, (**IP Affiliate**), granted the MSO the right to sublicense certain trademarks, trade names, service marks, logos, and similar commercial symbols (together, the “**Marks**”) to the Medical Professional Organization under the terms of this MSA. The Marks are identified in Schedule 1 that is made part of this MSA.

The Medical Professional Organization agrees to use the below-described services offered by the MSO (**MSO Services**) in the delivery of certain healthcare services to men (**Patients**), including hormone replacement, erectile dysfunction and vitamin wellness therapies, weight management, physicals and similar non-critical healthcare services, goods, and medications (**Healthcare Services**) through the Medical Professional’s medical clinic (**Clinic**), under the terms of this MSA.

The Parties agree that under all circumstances, the operation of the Clinic will be subject to all state and federal ordinances, statutes, rules, regulations, directives, and controls (singularly and together “**Applicable Laws**”) of any governmental or quasi-governmental agency that has jurisdiction over the Clinic, the MSO and the Medical Professional Organization (singularly and together, the “**Governmental Authorities**.”

NOW, THEREFORE, in consideration of the mutual covenants found here and for other good and valuable consideration, all of which is deemed to be adequate by the Parties, the Parties agree as follows:

COVENANTS

ARTICLE 1. TERM OF MSA

a. The initial term of this MSA (**MSA Initial Term**) begins on the Effective Date and continues for _____ (*this should be for the initial term of the MSO’s franchise agreement, but spelled out in years or months.*)



b. This MSA will automatically renew for additional _____ terms (each, an “**MSA Renewal Term**”) following the end of the MSA Initial Term unless MSO or the Medical Professional Organization gives written notice of non-renewal at least 60 days before the end of the initial term or current renewal term.

c. Together, the MSA Initial Term and each MSA Renewal Term may be referred to as a “**Term**” or as two or more “**Terms**,” as the sentence or paragraph may dictate.

ARTICLE 2. MSO SERVICES

a. Subject to all Applicable Laws, the MSO will provide the following services to the Medical Professional Organization:

i. The purchase or lease of the Clinic site (Premises) in which will operate the MSO and Medical Professional Organization. The Premises must comply with Applicable Law, demands of Governmental Authorities, and the Franchise Agreement. The MSO shall perform all tenant or owner responsibilities in reference to the Premises, including paying rent as more fully described in Section 4 below.

ii. The purchase or lease of all furniture, fixtures, and equipment other than the Medical Equipment needed to operate and manage the Clinic (Clinic FF&E) and all other items necessary to operate the MSO.

iii. Subject to Applicable Law, the development and management of a system to help with the non-medical operations of the Clinic, including scheduling Patient appointments and responding to Patient non-medical inquiries, the determination and purchase of adequate insurance to cover the operations of the MSO, and the non-medical operations of the Premises, general bookkeeping services, and helping the Medical Professional Organization in the operation of the “Medical Practice Software,” which is a software system that helps the Medical Professional Organization input Patient notes, issue prescriptions electronically, and that offers similar applications that allows the Medical Professional to operate in the Clinic environment.

iv. The delivery of billing services to the Medical Professional Organization with the understanding that,

A. the MSO will bill the Medical Professional Organization’s Patients within 30 days of the date that any service was rendered to the Patient;

B. the MSO will also prepare and file insurance and all other necessary or desirable reports, claims, or appeals related to billing to third-party-payors and reimbursement for services performed by the Medical Professional Organization;

C. all billings prepared by the MSO be prepared on the Medical Professional Organization’s letterhead;

D. all payments received for the rendering Healthcare Services must be promptly remitted, in full, to the Medical Professional Organization;

E. all payments from Patients shall be payable to the Medical Professional Organization, and the MSO is not entitled to receive any payments directly from Patients in satisfaction of amounts owed by the Medical Professional Organization to the MSO;



F. the Medical Professional Organization and each Medical Professional also agree that fees or remuneration of any type realized for services rendered outside of the Clinic but that are for or on behalf of the Clinic (for lectures or the remote delivery of Healthcare Services for instance) must be identified to the MSO for bookkeeping and collection purposes;

G. the Medical Professional Organization irrevocably designates and appoints the MSO, and its authorized officers and agents as the Medical Professional Organization's agent and attorney in fact for billing and collection services, for endorsing and depositing into the Medical Professional Organization's bank accounts checks, drafts, or other negotiable instruments that either Party receives in payment for Healthcare Services rendered at the Clinic, and otherwise perform billing, collecting, accounting and depositing such funds on behalf of and for the benefit of the Medical Professional Organization.

H. subject to the above and Applicable Law, the Medical Professional Organization and each Medical Professional will follow all rules and regulations of the MSO concerning billing practices, including accounting daily for billable work and such other accounting periods as the MSO may dictate.

v. Hiring, training, scheduling, supervising, and managing the administrative and non-medical office staff for the MSO business and the Clinic. In this regard, the MSO will never regulate the medical or supervisory staff that the Medical Professional Organization uses to operate the Clinic.

vi. To the extent permitted by Applicable Law, prepare and file state and federal tax reports and returns with the understanding that to the extent that Applicable Law requires the Medical Professional Organization to prepare and sign such forms.

vii. Performing other non-medical services as may be required from time to time to ensure the operation of the MOS and the Medical Professional Organization.

b. Unless caused by the negligence of the Medical Professional Organization, a Medical Professional or other staff hired by the Medical Professional Organization, in which case the Medical Professional Organization will be billed for any cost, fee, loss, or damage suffered by the MSO, the MSO will provide

i. general facility services including cleaning and maintenance of the Clinic, FF&E, medical equipment, and all other fixtures and equipment;

ii. all office and similar non-medical supplies necessary to operate the Clinic. Supplies used solely in the delivery of the Healthcare Services, including medical consumables such as personal protection equipment and sharps, will be supplied by the Medical Professional Organization at its sole cost and expense;

iii. general utilities normally and usually used in the operation of the Clinic; and,

iv. clerical, administrative and similar non-medical staff;

c. To perform the above services, the Medical Professional Organization grants the MSO the authority to perform all of the above in the name of the Medical Professional Organization as its attorney-in-fact, designates the MSO as its attorney-in-fact, to sign all documents on behalf of Medical Professional

Organization to the extent necessary to provide the MSO Services and to perform MSO's duties required by this MSA.

d. **The MSO is not responsible for, and will never engage in, any counseling or screening of Patients.**

e. **The MSO Services do not include and will never be construed as requiring the MSO to refer Patients to the Medical Professional Organization or a Medical Professional.**

ARTICLE 3. DUTIES OF THE MEDICAL PROFESSIONAL ORGANIZATION

a. During each Term, only those Persons licensed by the state in which the Clinic is located and are in compliance with other local, state, and federal Applicable Law (each Person being a "**Medical Professional**") may deliver the Healthcare Services.

i. **EACH MEDICAL PROFESSIONAL UNDERSTANDS AND ACKNOWLEDGES THAT THE PRACTICE OF MEDICINE IS HIGHLY REGULATED AT THE LOCAL, COUNTY, STATE, AND FEDERAL LEVELS. EACH MEDICAL PROFESSIONAL MUST COMPLY AT ALL TIMES WITH APPLICABLE LAWS RELEVANT TO THE PRACTICE OF MEDICINE, INCLUDING MAINTAINING ALL STATE LICENSING AND ADHERING TO PATIENT PRIVACY LAWS AND STATE AND FEDERAL PATIENT INFORMATION PROTECTION ACTS, APPLICABLE LAWS ON PRESCRIBING MEDICINE, RUNNING MEDICAL TESTS AND LABORATORY ANALYSES, AND SIMILAR LOCAL, COUNTY, STATE, AND FEDERAL LAWS. THESE DUTIES ARE APPLICABLE DURING EACH TERM OF THIS MSA.**

ii. **THE MSO (AND ANY OF IT'S STAFF) WILL NEVER PROVIDE OR DELIVER INFORMATION, DIRECTIONS, OPINIONS, MEDICAL DIRECTIVES, TREATMENT PLANS, OR PRESCRIPTION ADVICE AND WILL NEVER ASSERT ANY DIRECTION OR CONTROL OVER THE MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP. SUCH RELATIONSHIP IS STRICTLY CONTROLLED BY THE MEDICAL PROFESSIONALS.**

iii. **THE MEDICAL PROFESSIONAL ORGANIZATION AND EACH MEDICAL PROFESSIONAL UNDERSTANDS THAT THEY ARE SUBJECT TO OTHER FEDERAL LAWS THAT GOVERN THE DELIVERY OF HEALTHCARE SERVICES, INCLUDING, WITHOUT LIMITATION, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) WHICH GOVERNS THE PROTECTION OF PATIENT INFORMATION, THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH (HITEC) ACT, WHICH GOVERNS ELECTRONIC PATIENT RECORD KEEPING, THE CLINICAL LABORATORY IMPROVEMENT AMENDMENTS (CLIA), WHICH PROVIDES GUIDELINES AND REGULATIONS FOR MAINTAINING THE ON-SITE LABORATORY, AND REGULATIONS OF THE UNITED STATES DRUG ENFORCEMENT AGENCY (DEA), WHICH GOVERN PRESCRIPTION PRACTICES.**

iv. **THE MEDICAL PROFESSIONAL ORGANIZATION COVENANTS AND AGREES THAT IT HAS MADE ALL EFFORTS TO ENSURE THAT THIS MSA COMPLIES WITH ANY APPLICABLE STATE LAWS AND REGULATIONS THAT PROHIBIT THE CORPORATE PRACTICE OF MEDICINE AND FEE-SPLITTING. THE MSO WILL REASONABLY COOPERATE WITH THE MEDICAL PROFESSIONAL ORGANIZATION TO**

ENSURE COMPLIANCE WITH ANY CHANGES TO APPLICABLE LAWS DURING EACH TERM.

v. THE MSO WILL HAVE NO CONTROL OR DIRECTION OVER THE NUMBER, TYPE, OR RECIPIENTS OF REFERRALS MADE BY OR TO THE MEDICAL PROFESSIONAL ORGANIZATION OR A MEDICAL PROFESSIONAL AND NOTHING IN THIS AGREEMENT WILL BE INTERPRETED AS DIRECTING OR INFLUENCING SUCH REFERRALS.

vi. From time to time, a Governmental Authority may add to, delete (and then reinstate), or modify Applicable law. The Medical Professional Organization or a Medical Professional will comply with the addition of, deletion (and reinstatement) of, or modification of the Applicable Law in the medical operations of the Clinic.

vii. Applicable Law may also impose other restrictions on the operation or management of the Clinic or its management, including the requirement that Patients be obtained only through referral by a primary-care physician, that controls the amount of equity the Medical Professional must own and that restrict the franchisee from owning or managing more than one Clinic.

viii. Compliance with this Section is a material inducement to the MSO for entering into this MSA with the Medical Professional Organization, and its breach may result in the termination of this MSA with no opportunity to cure.

b. During each Term, and to the fullest extent permitted by Applicable Law and Governmental Authorities, the Medical Professional Organization will provide the Healthcare Services Medical Professional Organization Services in compliance with the terms and conditions outlined in this MSA and good medical practices. The current list of Healthcare Services offered is identified in Schedule A, as it may be modified from time to time by the MSO. In such an event, the Medical Professional Organization will be given no less than 60 days to comply. Such change may result in additional payments being made to the MSO by the Medical Professional Organization.

c. The Medical Professional Organization and each Medical Professional will devote their best efforts when working in the Clinic. All Healthcare Services will be delivered to the Patients ethically, honestly, and in keeping with the highest standards required by the state where the Clinic is located.

d. The Medical Professional Organization and each Medical Professional will use the Medical Practice Software to perform their duties while at the Clinic, including using the Patient Notes, medical billing coding, and all other modules used to manage the medical operations of the Clinic's practice. Where necessary, each Person will also follow such directions as may be given to them by the MSO regarding non-medical administrative matters. The Medical Professional Organization and each Medical Professional will also comply with third-party-payor rules and regulations to ensure that third-party-payor billing is done correctly.

e. The Medical Professional Organization will create advertising for itself with the understanding that unless specifically permitted by Applicable Law, the MSO will not review or approve any such advertising before it is placed in any medium. Such advertising must, however, have the name of the Clinic, use the Marks, and have the address of the Premises prominently displayed.

f. The Medical Professional Organization must hire all medical staff, and medical staff shall only operate under the control of the Medical Professional. The Medical Professional Organization must



pay for all of its staff members that under Applicable Law cannot be paid by the MSO. To this end, it will report the same to the MSO as necessary to ensure that the MSO can keep proper records concerning the same and, as applicable, prepare and fund all tax filings.

g. **The Medical Professional Organization shall be solely responsible for ordering, paying for, storing, transferring to other locations, and maintaining all records in connection with their use and disposition of all “Controlled Substances,” as that term is defined by the federal Controlled Substances Act of 1970 (as amended) and by other Applicable Laws issued by any Governmental Authority. The MSO has no responsibility for and shall not engage in any activity connected with any Controlled Substance.**

h. The Medical Professional Organization will for itself and will enforce with its Medical Professionals and each employee a strict policy of delivering prompt and professional attention to all Patients. In this regard, it will enforce a strict policy of non-discrimination. By way of example but not limitation, it will not discriminate against any Patient because of the Person’s race, color, creed, national origin, sexual orientation, handicap, religion, gender choice (though the Clinic does not offer medical services to those persons that the Medical Professionals determine cannot receive any medical benefit from the delivery of healthcare services) marriage status, or any other suspect class.

ARTICLE 4. USE OF THE PREMISES FOR THE DELIVERY OF HEALTHCARE SERVICES

a. For each Term, the MSO grants the Medical Professional Organization a revocable, non-assignable, and limited license to use the Premises, Clinic FF&E, medical equipment (including exam-room furniture, fixtures, and equipment), lab equipment (including testing equipment and small wares), and similar medical furniture, fixtures, and equipment necessary to operate the Clinic (**Medical Equipment**), and all other fixtures and equipment strictly for operating the Clinic and for no other purpose. This license to use the Premises is not a lease or sublease of the Premises, and this MSA does not create a landlord and tenant or master tenant and subtenant relationship and does not give the Medical Professional Organization or any Medical Professional the right to continued use, possession or occupancy of the Premises, except to the extent expressly stated in this MSA.

i. This limited license is co-terminus with this MSA, whether upon expiration or earlier termination of the then-current Term. This license shall be deemed to end automatically upon the termination of this MSA.

ii. The Medical Professional Organization will use the Premises, the Clinic FF&E, Medical Equipment, and all other fixtures and equipment for the sole purpose of operating the Clinic and for no other purposes.

iii. Upon the expiration or earlier termination of this MSA, the Medical Professional Organization will return the Premises and each piece of the Clinic FF&E, Medical Equipment, and all other fixtures and equipment in the condition they were delivered to them excepting normal wear and tear. To the extent that any damage or loss exceeds normal wear and tear, the Medical Professional Organization will be solely responsible for all costs, fees, damages, or other losses suffered by the MSO as a result.

b. In regard to the Premises, the Medical Professional Organization will be responsible for compliance at the Premises with Applicable Laws, including federal and state OSHA regulations and all requirements for medical waste management. The Parties will cooperate as necessary to ensure such compliance;

ARTICLE 5. RECORDS

a. All patient charts, records, and vital records concerning Patients (**Patient Records**) will be created by the Medical Professional Organization. All such records and Patient information will, at all times, be treated by the Parties and their employees as confidential information. The MSO will have limited access to the Patient Records solely to perform its duties under this MSA. Such access is always limited to the fullest extent required by Applicable Law, and the Medical Professional Organization is solely responsible for monitoring and controlling such access. Upon termination of this MSA for any reason, all Patient Records shall be returned to the Medical Professional Organization, though the MSO may keep copies of such records as may be required by Applicable Law, including the rules and regulations of the Internal Revenue Service and third-party payors. The Parties agree that to comply with Applicable Law, including HIPAA, the Parties, the Medical Professionals, and other staff members may be required to execute one or more HIPAA-compliant agreements or other agreements otherwise required by Applicable Law.

b. The Medical Professional Organization will also generate other written or electronically generated books and records relating to the operation of the Clinic that may be in addition to the Patient Records and the MSO Records. (**Medical Professional Organization Records**.) The Medical Professional Organization and each Medical Professional agrees that the MSO Records are part of the MSO's "**Proprietary Information**" (defined below). As such, the use of the Medical Professional Organization Records is strictly limited in the manner stated for all Proprietary Information.

c. The MSO will itself generate written and electronically generated records, including operations, office, and management manuals, financial statements, and similar records used in the operation of the MSO and as part of the delivery of the MSO Services. (**MSO Records**.) The Medical Professional Organization and each Medical Professional agree that the MSO Records are part of the MSO's Proprietary Information, and their use is strictly limited in the manner stated for all Proprietary Information.

d. The Patient Records, Medical Professional Organization Records, and the MSO Records will be kept for the longer of (a) six years from and after the expiration or earlier termination of this MSA; (b) six years from and after the delivery of Healthcare Services to a Patient, (c) such time as may be required to complete any government audit that may be initiated concerning such records; or (d) as long as may be required by Applicable Law.

e. The Medical Professional Organization agrees that upon reasonable demand, the MSO, contracting health plans and all Governmental Authorities, including state regulatory authorities, the United States Department of Health and Human Services, the United States Government Accounting Office, the Comptroller General of the United States, and their authorized designees will have access to the Patient Records and Medical Professional Organization Records during any Term and for at least the time identified in subsection (c) just above.

ARTICLE 6. MARKS AND PROPRIETARY INFORMATION

a. With the prior consent of the IP Affiliate, the MSO grants the Medical Professional Organization a revocable, non-assignable, and non-exclusive sublicense to use the Marks

b. With respect to the Marks:

i. Except as permitted in this MSA, the Medical Professional Organization and each Medical Professional will not use any of the Marks as part of an electronic mail address or in or on online



sites, and the Medical Professional Organization and each Medical Professional will not use or register any of the Marks as part of an Internet domain name.

ii. The Medical Professional Organization and each Medical Professional will not, without the MSO's express written permission, use the MSO's name, the Marks, copyrighted information, or other "**Proprietary Information**" (defined below) on any checks, employee records, employee applications, employee handbooks, or other items that are delivered to the employee.

iii. Any use of a Mark in advertising must be with the MSO's prior written approval as outlined in this MSA.

iv. The Medical Professional Organization and each Medical Professional will not (i) directly or indirectly contest nor aid in contesting the validity of the ownership of the Marks; or (ii) in any manner interfere with or attempt to prohibit the IP Affiliates, MSO's, the Franchisor, or any franchisee of the Franchisor's use of the Marks.

v. The Medical Professional Organization and each Medical Professional further agree to execute all additional documents and assurances reasonably requested by the MSO, the Franchisor or IP Affiliate in connection with the ownership and use of the Marks and agree to cooperate with the MSO fully, the Franchisor or IP Affiliate or any of the Franchisor's other franchisees or licensees in securing all necessary and required consents of any federal or state agency or legal authority.

vi. The Medical Professional Organization and each Medical Professional will promptly notify the MSO in writing of any possible infringement, unfair competition, or similar claims about the Marks or any component of the Proprietary Information that may be the same as or confusingly similar to that used by the MSO.

vii. The MSO's IP Affiliate and the MSO have the right to control any administrative proceedings or litigation involving a Mark licensed or sublicensed to the Medical Professional Organization and each Medical Professional. If the Medical Professional Organization and each Medical Professional learn of any claim against the Medical Professional Organization and each Medical Professional for alleged infringement, unfair competition, or similar claims about the Marks, the Medical Professional Organization and each Medical Professional must promptly notify the MSO. The MSO's IP Affiliate and the MSO will take the action the MSO deems necessary to defend the Medical Professional Organization and each Medical Professional. The MSO will indemnify the Medical Professional Organization and each Medical Professional for any action against the Medical Professional Organization and each Medical Professional by a third party based solely on alleged infringement, unfair competition, or similar claims about the Marks. The MSO has no obligation to defend or indemnify the Medical Professional Organization or a Medical Professional if the claim against the Medical Professional Organization or the Medical Professional relates to the Medical Professional Organization's or Medical Professional's use of the Marks in violation of this MSA.

viii. The Medical Professional Organization and each Medical Professional will not use the phrase "**Gameday Men's Health**," "**Ream**," or any phrase that may be commercially similar, or any portion of the Marks in the legal name of the Medical Professional Organization or each Medical Professional's name or business entity. The Medical Professional Organization and each Medical Professional agree not to register or attempt to register or use a Mark using the above (or words similar to these phrases) without the MSO's prior written consent, which may be withheld for any reason or no reason.

ix. The Medical Professional Organization and each Medical Professional may do business as "**XYZ, LLC (or other business entity) doing business as Gameday Men's Health**"



_____ (city/county/state)” after first receiving the MSO’s prior written approval, which may be granted or denied for any reason or no reason.

x. The Medical Professional Organization and each Medical Professional understands that they may not transfer, sublicense, or encumber the Marks in any manner.

xi. The Medical Professional Organization and each Medical Professional agree that to the fullest extent permitted by Applicable Law, the Medical Professional Organization’s, and each Medical Professional’s telephone number(s), URLs, social media locations, online sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses used in the operation of the Clinic constitute a part of the MSO’s Proprietary Information, and the Franchisor’s System, and are owned by the MSO and not the Medical Professional Organization or the Medical Professional and are subject to the restrictions of this MSA. Accordingly, the Medical Professional Organization and each Medical Professional will not change any such information or assert an ownership claim on the same without the MSO’s written approval, which may be granted or denied for any reason or no reason. The Medical Professional Organization and each Medical Professional will sign such documentation as the MSO deems necessary to protect the ownership rights of the above in the name of the MSO when such documentation is delivered to them. Each Party understands and specifically agrees the Medical Professional Organization’s, each Medical Professional’s, and the Clinic’s telephone number(s), URLs, social media locations, online sites, Patient Lists, other Internet sites, blogs, vlogs, and similar online communication tools, and email addresses for the Medical Professional Organization and each Medical Professional that are used in conjunction with this MSA and the operation of the Clinic will remain the MSO’s property.

xii. If the MSO, in the MSO’s sole discretion, determines it necessary to modify or discontinue use of any Marks or any portion of the Proprietary Information or the System, or to develop additional or substitutes for any such component, the Medical Professional Organization, and each Medical Professional will, within a reasonable time after receipt of written notice from the MSO, take such action, at the Medical Professional Organization and each Medical Professional sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution.

xiii. All goodwill associated with the Marks, the Proprietary Information, and any portion of the System, including any goodwill that might have arisen through the Medical Professional Organization’s and each Medical Professional’s activities at, by or through the Clinic, will inure directly and exclusively to the MSO’s, IP Affiliate’s, or Franchisor’s benefit, except as otherwise provided in this MSA or by Applicable Law.

xiv. No marks, logotypes, trade names, trademarks, or the like other than those specifically approved by the MSO will be used by the Medical Professional Organization and each Medical Professional in the Medical Professional Organization and each Medical Professional’s or the Clinic’s identification, marketing, promotion, or operation.

c. Certain trade secret, confidential and proprietary information (“**Proprietary Information**” defined below) owned by the MSO or licensed to the MSO by the IP Affiliate or the Franchisor will be disclosed to the Medical Professional Organization and each Medical Professional during the Person’s time at the Clinic.

i. The “**Proprietary Information**” includes, (i) Persons that are, have been or will become medical professional organizations that work with the MSO under separate agreements; (ii) except those matters that must be operated and administered solely by the Medical Professionals, the MSO’s proprietary method of managing a Clinic; (iii) to the fullest extent permitted by Applicable Law, the identity



of and contact information for each Patient (**Patient List**); (iv) the right to keep Patients after the expiration, termination or transfer of the Medical Professional Organization's rights under this MSA; (v) the Franchisor's System; (vi) the MSO Records; and, (vii) any common law or statutory trademark, trade name, service mark, logo, and copyright rights. The Proprietary Information may be added to and revised from time to time at the MSO's sole discretion.

ii. In consideration of the time and effort that the MSO and Franchisor have spent to create the System, in consideration of the goodwill that has been generated as a result of such efforts, and for other good and valuable considerations, the Medical Professional Organization and each Medical Professional agree that the MSO and Franchisor retain ownership and control of all components of the Proprietary Information including all Patient Lists. To the greatest extent permitted by Applicable Law, the MSO also retains the right to provide Healthcare Services to the Patients (and to the exclusion of the Medical Professional Organization or a Medical Professional) after the expiration, termination, or transfer of the Medical Professional Organization or a Medical Professional's rights under this MSA.

iii. Nothing in this MSA will be construed to require the MSO to divulge any portion of the Proprietary Information except for purposes of helping the Medical Professional Organization and each Medical Professional operate the Clinic.

iv. The Medical Professional Organization and each Medical Professional may disclose Proprietary Information only to those employees, agents, and representatives who must have access to operate the Medical Professional Organization or a Medical Professional.

v. The Medical Professional Organization and each Medical Professional have the right to use the Proprietary Information only for so long as the Medical Professional Organization and each Medical Professional complies with this MSA and the MSO's policies and procedures.

vi. The Medical Professional Organization and each Medical Professional acknowledge that the MSO has the sole right to license and control the use of every component of the Proprietary Information. The Medical Professional Organization and each Medical Professional also acknowledge that the Medical Professional Organization and each Medical Professional has not acquired any right, title, or interest in or to any Proprietary Information component and will not acquire any such interest in the future. The Medical Professional Organization and each Medical Professional are granted the limited, non-exclusive license to use the same only in the operation of the Clinic.

vii. The Medical Professional Organization and each Medical Professional will not copy any component of the Proprietary Information unless the MSO specifically authorizes it in writing, which authorization may be granted or denied for any reason or no reason at all.

viii. The Medical Professional Organization and each Medical Professional will not, during any Term of this MSA, at any time after a transfer, or after the expiration or earlier termination of this MSA, reveal any component of the Proprietary Information to any Person not otherwise authorized by this MSA to see such information.

ix. The MSO reserves the right to identify certain Persons employed by the Medical Professional Organization or a Medical Professional (and require the Medical Professional Organization and each Medical Professional) to sign a nondisclosure and non-competition agreement.

x. The Proprietary Information may be added to and revised from time to time in the MSO's sole discretion, and the Medical Professional Organization and each Medical Professional agree to abide by such changes as they occur.



- d. The Medical Professional Organization and each Medical Professional agrees to:
- i. Fully and strictly adhere to all security procedures prescribed by the MSO to protect and maintain the Marks, each component of the System, and all of the Proprietary Information.
 - ii. Refrain from using any component of the Marks, the System, or the Proprietary Information in any other business or any manner not specifically authorized or approved in writing by the MSO.
 - iii. Exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the Term of this MSO.
 - iv. Refrain from conducting any activity at the Clinic or taking any illegal action that could damage or disparage the Marks or negatively impact the reputation and goodwill of the MSO, the IP Affiliate, the Franchisor, the Marks or System.
 - v. Execute all additional documents and assurances in connection with the Marks, the System, and any portion of the Proprietary Information as reasonably requested and agree to cooperate with the MSO and any of the Franchisor's franchisees or licensees in securing all necessary and required consents of any Governmental Authority to use of the Marks, any portion of the Proprietary Information, or any other component that are or become a part of the System in the operation of the Clinic.
 - vi. The Medical Professional Organization or a Medical Professional will not create or cause to be created any lien or encumbrance on the Premises, the Marks, the System, or any other licensed item identified in this MSA.
- e. During any Term, the Medical Professional Organization or a Medical Professional may create, design, or otherwise improve upon any portion of the System, the Marks, the Proprietary Information, or the like (**Innovation**).
- i. Any such Innovation is the Franchisor's sole and exclusive property. Upon creating or discovering such Innovation, the Medical Professional Organization or a Medical Professional will immediately notify the MSO in writing, which will describe the nature of the Innovation in detail. The MSO or Franchisor has the sole and exclusive right to approve or disapprove of any such Innovation for any reason or no reason at all. If approved, the Franchisor or MSO may permit the Medical Professional Organization or a Medical Professional to use the Innovation and may, in the Franchisor's sole discretion, permit any one or more franchisees, the MSO, and the Franchisor to use any portion of the Innovation.
 - ii. The Medical Professional Organization or a Medical Professional agrees that as between the Medical Professional Organization or a Medical Professional and the Franchisor or MSO, or any third party, the Franchisor owns the right, title, and interest to the Innovation.
 - iii. The Medical Professional Organization or a Medical Professional agrees to take any action necessary to ensure that such right, title, and interest is possessed by the Franchisor or the MSO. To the extent that such ideas, concepts, techniques, or materials include copyrights (whether in common law or registered) or patents, the Innovation will be a "**work-made-for-hire**." To the extent the Innovation is not deemed a work-made-for-hire, the Medical Professional Organization or a Medical Professional expressly assign to us all exclusive right, title, and interest in and to any portions of the Innovation without further consideration or restrictions liens, or encumbrances. To the extent any of the rights in and to any Innovation cannot be automatically assigned to us due to Applicable Laws, the Medical Professional

Organization or a Medical Professional will ensure that the MSO is granted an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense) to practice such non-assignable rights, including the right to use, reproduce, distribute, and modify any Innovation. To the extent any of the rights in and to such Innovation can neither be assigned nor licensed to us, the Medical Professional Organization or a Medical Professional irrevocably waive and agree never to assert such non-assignable and non-licensable rights against us or any of the MSO's successors in interest. No rights of any kind in or to an Innovation are reserved to or by the Medical Professional Organization or a Medical Professional, and none will revert to or be reserved by the Medical Professional Organization or a Medical Professional.

iv. The MSO is not obligated to pay the Medical Professional Organization or a Medical Professional for the Innovation, though it reserves the right to do so without incurring the obligation to pay the Medical Professional Organization or a Medical Professional for any future Innovation.

f. The Medical Professional Organization acknowledges and agrees that a breach of any term, covenant, or condition of this Article would cause irreparable injury for which money damages would not be an adequate remedy. As a result, the MSO is entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the Medical Professional Organization or any Medical Professional from violating the provisions of this Article.

ARTICLE 7. FEES

a. Beginning on the Effective Date, the Medical Professional Organization will pay the MSO \$_____ (**MSO Fee**) as payment for, (i) the non-exclusive license to access and use of the Premises, (ii) the non-exclusive license to access and use of all of the Clinic FF&E, Medical Equipment, and all other furniture, fixtures, and equipment, (iii) the non-exclusive license and right to use the Marks and Proprietary Information as described in this MSA; and, (iv) the delivery of the MSO Services.

i. The MSO will bill the Medical Professional Organization in arrears on the first day of each month for the previous month. (**Due Date**). If the Effective Date is other than the first day of a month, the payment of the MSO Fee for that month will be prorated.

ii. The MSO Fee will be automatically withdrawn from the Medical Professional Organization's operating account through an electronic fund transfer (**EFT**). The Parties agree that they will cooperate to cause the EFT process to be arranged. This will be done on or before the Effective Date.

b. The MSO Fee, or any other fees due and payable under this MSA, are not intended to be, and shall not be interpreted to be payment for the referral of a Patient to the Clinic

c. There may be other fees or costs identified elsewhere in this MSA, all of which will be billed and collected the same manner as the MSO Fee.

d. If the Medical Professional Organization fails to have sufficient funds in the account Due Date or otherwise fails to pay any other fees due under this MSA, then in addition to the amount owed, the MSO will charge a late fee of \$_____ per day (**Late Fee**), plus interest at 18% per annum, compounded monthly (**Default Interest**). Default Interest will never be greater than the highest amount permitted in Clinic's state, and if this Default Interest rate violates Applicable Law, it will be automatically reduced to the highest interest rate permitted.

e. The Medical Professional Organization acknowledges that nothing in this Section constitutes the MSO's agreement to accept any payments after they are due or a commitment to extend



credit to or otherwise finance the Clinic's operations. The collection of a Late Fee and Default Interest and accepting any late payment will not diminish the MSO's rights to any other remedies available under this MSA or Applicable Law as all remedies are cumulative.

f. Notwithstanding any designation by the Medical Professional Organization as to the application of a payment, the MSO will allocate any payment first to any Late Fees and Default Interest, then to any late MSO Fees and other past-due fees, then to current MSO Fees and other fees that are due. The allocation set forth above will not postpone any payments due on a current or future Due Date.

ARTICLE 8. PRACTICE OF MEDICINE

a. The Parties specifically agree that the Medical Professional Organization and the Medical Professionals are solely and exclusively responsible for the delivery of the Healthcare Services and any other medical or quasi-medical treatments, diagnoses, policies, ethical determinations, procedures, prescriptions, testing, or equipment delivered to a Patient. The MSO will have no right or authorization to participate in any manner concerning the above. The Medical Professional Organization or any Medical Professional will not delegate any matter to the MSO that would permit or require the MSO to practice medicine or any other profession requiring a professional license.

b. The Professional Organization shall further have the discretion and authority to choose which Medical Equipment will be used in connection with providing the Healthcare Services.

c. The Medical Professional Organization acknowledges that it has reviewed and approved all fixtures, equipment, and devices located at the Premises and agrees that if the Medical Professional Organization decides to use Medical Equipment or devices not made available under this MSA, it will do so at its own cost, expense and risk.

ARTICLE 9. MEDICAL PROFESSIONAL INSURANCE

a. Before the Effective Date and then annually, the Medical Professional Organization will purchase, and will maintain in full force and effect during each Term, an insurance policy or policies protecting the Medical Professional Organization, each Medical Professional, the MSO, and the officers, directors, members, managers partners, and employees of each Party against any loss, liability, personal injury, death, product liability, vicarious liability, property damage, or expense whatsoever arising or occurring upon or in connection with the delivery of the Healthcare Services, or other goods or services offered to Patients by the Medical Professional Organization and its Medical Professionals and other staff members over whom the MSO has no control. Each policy will include primary and non-contributory coverage, ongoing and completed operations, products and completed operations liability, and a blanket waiver of subrogation for all additional insured.

b. Before the Effective Date and at least 30 days after the renewal of each such policy, the Medical Professional Organization will deliver to us the actual policy or policies of insurance or endorsements issued by the insurer (and not the broker) evidencing the proper coverage with limits not less than those required hereunder.

c. All policies will expressly provide that no less than 30 days prior written notice will be given to the MSO in the event of a material alteration to, termination, non-renewal, or cancellation of the coverage evidenced by such policies.

d. The Medical Professional Organization will obtain the following coverage:



i. Professional Liability Insurance covering all Medical Professionals with limits of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

ii. Excess liability umbrella coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

iii. Employer's liability and worker's compensation insurance as required by state law.

iv. Business interruption insurance of not less than \$50,000 per month for loss of income and other expenses with a limit of not less than nine months of coverage.

v. Comprehensive crime and blanket employee dishonesty insurance of not less than \$50,000.

vi. Comprehensive cybercrime insurance coverage for losses relating to security breaches such as malware, ransomware, and similar attacks that may threaten Patient and Clinic medical and financial information with limits of no less than \$1,000,000 per claim \$2,000,000 in the aggregate.

e. All insurance policies (including the Medical Professional's professional liability insurance) must be on an "**occurrence basis**" only. If such coverage is not available in the Clinic's state, or if the state has other requirements and the policies must be written on a "**claims-made**" basis, the Medical Professional Organization must purchase and maintain unlimited "**extended coverage**" (also known as "**tail coverage**") that will remain effective after the expiration earlier termination, or transfer of this MSA.

f. In all cases, all such insurance must name as "**additional insureds**" the MSO and, if deemed appropriate, the MSO's officers, directors, equity holders, members, managers, and agents as additional insureds. The coverage afforded to the additional insureds must be written on a primary basis and will not require or contemplate contribution by any other policy or policies obtained by or available to an additional insured.

g. If a Medical Professional is required to have insurance in the Person's own name so that the Person is not covered by the Medical Professional Organization's policies, then each such Policy must name the MSO and if deemed appropriate, the MSO's officers, directors, equity holders, members, managers, and agents as additional insureds.

h. Should the Medical Professional Organization, for any reason, fail to procure or maintain the insurance required by this MSA, the MSO has the right and authority (but no obligation) to procure such insurance and to charge the same to the Medical Professional Organization, which charges, together with the MSO's then-current monthly fee to administer the same, will be immediately payable to us. If payment is then due monthly, this will be billed and withdrawn as part of the monthly ACH transaction. Failure to have the minimum insurance is a breach of this MSA for which no cure may be provided.

ARTICLE 10. INDEMNIFICATION

a. The Medical Professional Organization agree to hold us harmless and will indemnify and defend the MSO and its officers, directors, equity holders, members, managers, and agents its officer(the "Indemnified Parties"), against, and will reimburse it for all "Claims" (as defined below), directly or indirectly arising out of, the Medical Professional Organization's operation of the Clinic including without limitation Claims, (i) by the Medical Professional Organization's employees or Patients; (ii) resulting from the Medical Professional Organization's breach of any agreement with a third party that results in the MSA



being named in the Claim; (iii) a Claim of premises liability (unless covered by the MSO's insurance; (iv) a claim of medical malpractice; (v) the Medical Professional Organization's use of the Marks, the System, and the Proprietary Information; (vi) the Medical Professional Organization's failure to comply with the determination or direction of a Governmental Authority; (vii) the Medical Professional Organization's failure to comply with all Applicable Laws relevant to the management or operation of the Clinic; (viii) the Medical Professional Organization's failure to hire and retain the Medical Professionals required by Applicable Law; (ix) an Claim that a Patient was served by a non-Medical Professional, when in fact, a Medical Professional should have worked with the Patient; (x) the Medical Professional Organization's failure, the failure of the Medical Professional Organization's Medical Professional, or the failure of the Medical Professional Organization's management group (under the MSO Model) to carry all of the insurance required by this MSA or by Applicable Law; or, (xi) as a result of the Medical Professional Organization's performance or failure to perform under any other term, covenant, or condition of this MSA. "Claims" include any legal or equitable claim, obligation, liability, cause of action, damage, award, judgment, cost (including reasonable attorney's fees, court costs, and expert witness fees), expenditures of funds by us, or loss suffered by us because of an indemnifiable Claim.

b. Included in this indemnification is the reimbursement to, or direct payment by the Medical Professional Organization of any award, damages (including punitive, consequential, special, or similar damages), and costs reasonably incurred in defense of any Claim against the Indemnified Parties, including reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses.

c. The MSO has the absolute right to defend any such Claim and has the right to have counsel of its choosing, the reasonable cost of which will be borne by the Medical Professional Organization.

d. This indemnity will continue in full force and effect after and notwithstanding the transfer, expiration, or termination of this MSA and will continue for any applicable limitation-of-actions statute.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

a. In all matters between the Parties, between the Medical Professional Organization, its Medical Professionals, staff members, and the MSO, or between the Medical Professional Organization, its Medical Professionals, staff members, and the public, each is an independent contractor of the other. Nothing in this MSA or the franchise relationship constitutes a partnership, agency, joint venture, employment relationship, or another arrangement between us.

b. There is no fiduciary relationship between the Parties or between the Medical Professionals or the public and the MSO.

c. No Party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors, or omissions of the other.

d. No Party has the right or authority to act as agents for the other. No Party will guarantee the other's obligations or in any way become obligated for the debts or expenses of the other unless the Parties specifically agree to the contrary in writing.

e. Each Party is solely and exclusively responsible for managing and controlling the relationship between its employees, Medical Professionals, staff, and the public.

f. The Parties agree not to hold themselves out by action or inaction, contrary to the preceding.



g. The employees of each Party will be notified in writing that the employee is that of the employer delivering such notice and not of the other Party.

h. To the extent permitted by Applicable Law, the Parties agree to post signs indicating the status of the Parties as described above.

i. **Regardless of the fact that the Franchisor is a third-party beneficiary under some of the terms of this MSA, the Medical Professional Organization and MSO acknowledge and agree that the Franchisor is not a party to this MSA and that the Medical Professional Organization has no contract or other rights against the Franchisor concerning any matter including, without limitation, the operation or profitability of the Clinic business, any employee-related matters, and any marketing or other System materials, methods or guidelines.**

ARTICLE 11. REPRESENTATIONS, WARRANTIES, AND OTHER LIMITATIONS.

a. The Medical Professional Organization makes the following representations and warranties:

i. The Medical Professional Organization is not a party to any agreement that would prevent it from entering into this MSA.

ii. Each Medical Professional and, if required by Applicable Law, the Medical Professional Organization have on the Effective Date all licenses (professional or otherwise), permits, and rights to deliver the Healthcare Services in the state in which the Clinic is located, and each will continue to maintain such licenses, permits, and rights during each Term of this MSA.

iii. The Medical Professional Organization is authorized by all necessary action to enter into this MSA.

iv. There is no litigation threatened, pending, or existing against the Medical Professional Organization or any Medical Professional on the Effective Date. The Medical Professional Organization or any Medical Professional is not threatening and is not in the process of bringing legal action against any Person. If during a Term, litigation is threatened, pending or existing on behalf of, or against the Medical Professional Organization or any Medical Professional, the Medical Professional Organization will immediately notify the MSO, which in turn may take any action in law or equity necessary to protect the MSO, the Marks, Proprietary Information, or goodwill of the MSO, the Marks, Proprietary Information or goodwill.

b. The MSO makes the following representations and warranties:

i. The MSO is not a party to any agreement that would prevent it from entering into this MSA.

ii. The MSO has on the Effective Date all licenses, permits, and rights to deliver the MSO Services in the state in which the Clinic is located, and it will continue to maintain such licenses, permits, and rights during each Term of this MSA.

iii. There is no litigation threatened, pending, or existing against the MSO on the Effective Date. The MSO is not threatening and is not in the process of bringing legal action against any Person. If, during a Term, litigation is threatened, pending or existing on behalf of, or against the MSO,



the MSO will immediately notify the Medical Professional Organization, which in turn may take any action in law or equity necessary to protect itself.

c. The Parties expressly agree that MSO makes no express or implied warranties regarding the quality of MSO Services rendered to Medical Professional Organization.

d. **Further, each Party agrees that the other has made no promise, representation, or warranty concerning the revenue that may be generated by, at, or through the Clinic.**

ARTICLE 12 NON-COMPETITION AND OTHER RESTRICTIVE COVENANTS

a. The Parties share a common interest in avoiding situations where Persons who are or have been parties to any MSA or franchisees of the Franchisor are allowed to operate or otherwise become involved with a similar “**Competing Business**” (defined below) during a Term of this MSA. Similarly, the Parties want to protect the Proprietary Information from misuse or in a Competitive Business.

b. Therefore, to the fullest extent permitted by Applicable Law and the terms of this MSA, during any Term, the Medical Professional Organization agrees that during any MSA Term, the Medical Professional Organization and its officers, directors, equity owners, members, and managers will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder of Competitive Business wherever located, except with the MSO’s prior written consent which consent may be granted or withheld for any reason or no reason at all.

c. A “**Competitive Business**” means a business that offers the MSO Services delivered to the Medical Professional Organization, or the Healthcare Services being offered through a Clinic on the date of the expiration, earlier termination or transfer of this MSA, the sale of which services is at least 5% of the gross revenue of the Competitive Business.

d. To the fullest extent permitted by Applicable Law and the terms of this MSA, upon the expiration, earlier termination, or transfer of this MSA and for 24 full months after that, the Medical Professional Organization agrees that it will refrain from owning; operating; leasing; franchising; conducting; engaging in; having any interest in; or acting as an employee, consultant, partner, officer, or equity holder of Competitive Business that is within the “**Exclusive Territory**” granted the MSO by the Franchise Agreement, or within the territory of another business owned by the MSO that offers the MSO Services, another franchise, an affiliate of the Franchisor, or a Clinic owned by the Franchisor, or within five miles of the perimeter of the Exclusive Territory, or five miles of the perimeter of the territory of another business owned by the MSO that offers the MSO Services, another franchisee, an affiliate of the Franchisor or the Franchisor.

e. To the fullest extent permitted by Applicable Law, during the Term of this MSA, for 24 full months following a transfer or the expiration or termination of this MSA for any reason, and in the area described in the subparagraph (d) just above, the Medical Professional Organization covenants and agrees that it will not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with any Person,

i. divert or attempt to divert any business to a Competitive Business; or,

ii. do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks, the System, or both.



f. The covenants found in this Article are intended to be a reasonable restriction on the Medical Professional Organization. The Parties agree that the purpose of these restrictions is to protect the MSO and entire franchise system from unfair competition and to protect the goodwill, time, and effort spent in operating the MSO and in creating the System and the Proprietary Information. The Medical Professional Organization further agrees that the officers, directors, equity holders, and managers of the Medical Professional Organization have skills of a general and specific nature and have other opportunities, or will have other opportunities to use such skills and that the enforcement of these covenants will not unduly deprive such Persons of the opportunity to earn a living.

g. To ensure that the covenants found in this Article are and will remain enforceable, every location of a business, every month, each mile of distance, or any other restriction may be amended by the arbitrator to reduce any spatial, temporal, or other limitation considered to be overly broad, in the most limited manner possible to fashion a reasonably enforceable covenant that upholds the restrictive nature of this Article and the MSA.

h. The Medical Professional Organization agrees that the existence of a Claim it may have against the MSO, whether or not arising from this MSA, does not constitute a defense to the MSO's enforcement of the covenants of this Article.

i. Any failure to comply with the requirements of this Article will cause us irreparable injury for which no adequate remedy at law may be available. Therefore, the Medical Professional Organization agrees and consents to the issuance by a court of competent jurisdiction of an injunction prohibiting your conduct. If the court has granted the equitable relief, the Parties agree that they will immediately proceed under the alternative dispute resolution covenants of this Agreement and to the exclusion of seeking further relief in court. If the equitable relief is denied, will still have the right to seek redress under this MSA.

j. If at any time during a period of non-competition, the Medical Professional Organization fails to comply with its obligations under this Article or any other term, covenant, or condition of this MSA that survives the expiration, termination, or transfer of this MSA, the period of noncompliance will not be credited toward satisfaction of the non-competition requirement. Instead, the counting of the period of non-competition will be tolled until the Medical Professional Organization is again in compliance.

k. This Article applies to all participants in the management operations of the Medical Professional Organization, including any equity holder and any Person with a manager or higher position.

l. To the fullest extent permitted by Applicable Law, the MSO may require one or more of the Medical Professionals or a Person identified in the previous subparagraph just above to sign a non-competition agreement.

m. To the fullest extent permitted by Applicable Law, the Medical Professional Organization and all of its participants in the operation of the Medical Professional Organization including any equity owners, agree during a Term and after that, each such Person will refrain from directly or indirectly, making a negative or critical statement to any third parties, either verbally or in any other form or media, about the MSO, the Franchisor, or any of their respective products, services, businesses or business practices.

n. The covenants of this Article survive the transfer, expiration, or earlier termination of this MSA and continue to apply to and bind the Persons subject to these terms.

ARTICLE 13. DEFAULT, TERMINATION, AND OTHER OBLIGATIONS.



a. Medical Professional Organization will be deemed to be in default under this MSA, and the MSO will have the right to terminate this MSA effective upon delivery of notice of termination to Medical Professional Organization, subject only to any right to cure to the extent expressly set forth below, if the Medical Professional Organization or, if applicable, its officers, directors, equity owners, members or managers,

i. assigns or transfers this MSA, or the ownership of Medical Professional Organization (if an entity) changes, without the prior written consent of MSO;

ii. is (are) adjudicated a bankrupt, becomes insolvent or makes a general assignment for the benefit of creditors, or fails to satisfy any judgment rendered against it within 30 days after all appeals have been exhausted.

iii. uses, sells, distributes, or gives away any Healthcare Services;

iv. is convicted of or pleads no contest to a felony or are convicted or plead no contest to any crime or offense that is likely to adversely affect the goodwill or reputation of the MSO, the Franchisor, the System, or the Marks;

v. engages in any dishonest, unethical or other conduct that is reasonably likely to reflect unfavorably on the goodwill or reputation of MSO, the Franchisor, the System or the Marks;

vi. violates any health or safety law, ordinance or regulation, or performs the Healthcare Services in a manner that presents a health or safety hazard to patients or the public;

vii. fails to pay when due any monies owed to MSO, including the MSO Fee, and does not make such payment within two days after written notice is given to Medical Professional Organization;

viii. fails to maintain all professional licenses, permits, and other licenses required to operate the Clinic;

ix. fails to cause any Medical Professional to maintain the Person's professional licenses, permits, and other licenses required to deliver the Healthcare Services to Patients;

x. fails to maintain all insurance required by this MSA;

xi. fails to monitor its Medical Professionals to ensure maintenance of insurance required by this MSA, which results in a Claim being made that would have been covered by insurance if it were maintained;

xii. fails to comply with any other provision of this MSA, any other agreement with MSO, or any mandatory specification, program, standard or operating procedure within 10 days after written notice of such failure to comply is given to Medical Professional Organization; or

xiii. if a principal of the Medical Professional Organization dies, becomes permanently disabled, or is temporarily disabled such that the Clinic cannot operate on a full-time basis for more than 10 scheduled business days in any three-calendar month period.

b. The Medical Professional Organization may terminate this MSA after providing the MSO with no less than 60 days' prior written notice, which notice states the specific event of a breach. If the MSO is able to cure such breach within the 60 days, then this MSA will continue in full force and effect.



c. Except for the obligation to cure any monetary breach, or the obligation which cure will not be extended, if the right to cure is granted under this MSA and if the breaching Party begins cure within three business days of the receipt of written notice from the other Party, and if the cure cannot then be completed within the time required, the breaching Party will be given up to an additional 10 days within which to complete the cure. If it is not completed within the extra 10 days, the non-breaching Party may terminate this MSA without granting any additional cure rights.

d. The Parties may also terminate this MSA upon such terms as they may mutually agree.

e. This MSA may also be terminated by either Party immediately by written notice to the other Party if such Party reasonably believes, based upon an opinion of qualified legal counsel, that this MSA violates Applicable Law; provided, however, that the Parties will negotiate in good faith to amend this MSA to comply with all such Applicable Law while still achieving the primary purposes of this MSA.

f. Upon a transfer, termination, or expiration of this MSA, the Medical Professional Organization will cease to be a licensed hereunder and will immediately,

i. pay for all product purchases, advertising fees, and other charges and fees owed or accrued to the MSO;

ii. cease to advertise or in any way use the System, the Marks, any Proprietary Information, procedures, or processes provided by or licensed by the MSO to the Medical Professional Organization;

iii. remove signs and destroy all letterhead that associates the Medical Professional Organization with the Clinic;

iv. take such action as is necessary to amend or cancel any assumed name, fictitious name, or business name or equivalent registration which contains any trade name or Mark;

v. notify all suppliers, utilities, creditors, and concerned others that the Medical Professional Organization is no longer affiliated with the MSO or the Clinic the System and provide proof of such notification; and

vi. within seven calendar days, return by first-class, prepaid, certified, return receipt requested, United States Mail or destroy (and provide proof of such destruction) all printed or electronic materials delivered by the MSO to the Medical Professional Organization; and

g. The Medical Professional Organization further agrees that it will fully cooperate with the perfection of the MSO's rights under Article 6.b.xi to cause all such identifying information to be transferred to the MSO. If the telephone company, website manager, hosting agent, and other listing or Internet agencies fail to accept the Collateral Assignment, this covenant serves as the Medical Professional's election of the MSO as its attorney in fact as evidence of the MSO's exclusive rights in and to the same. If the state in which the Clinic is located requires specific information be included in this MSA or a particular document be executed to perfect the MSO right to act as the attorney-in-fact, the Parties agree that this MSA is amended to include such language or document, and the Parties will cooperate to ensure that such document is executed;

h. The terms of this Article survive the Transfer, expiration, or earlier termination of the Franchise Agreement.



ARTICLE 14 WAIVER OF CERTAIN DAMAGES AND ALTERNATIVE DISPUTE RESOLUTION

a. Each Party agrees that it has the right to seek damages in addition to the actual monetary loss that can be proven, including consequential, exemplary, and punitive damages. Being advised of the same, each waives such damages that may be in addition to any actual monetary damages suffered even though each Party is informed that such damages may be available; except if the Medical Professional Organization is required to indemnify the MSO and if as a result of the action underlying the indemnification, such damages are awarded to the injured party, then the Medical Services Organization agrees that indemnification provisions of this MSA will cover such damages.

b. The Parties believe it is important to resolve disputes amicably, quickly, cost-effectively, and professionally and return to business as soon as possible. The Parties further agree that the provisions of this Article support these mutual, practical business objectives, and, therefore, agree as follows:

i. All provisions of this MSA (including this Article) will be fully enforced, including those relating to arbitration, waiver of jury trial, limitation of damages, venue, choice of laws, and shortened periods in which to bring claims.

ii. The terms of this Article are mandatory and not permissive.

iii. The Parties are relying on the federal preemption of state laws under the Federal Arbitration Act (9 USC §1 et seq.) (FAA) with the understanding that the FAA and not state law will control any matters concerning mediation and arbitration and, as a result, the provisions of this MSA will be enforced only according to its terms and through the alternative dispute mechanism found in this Article. The Parties further agree that each Party intends that any state law attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the Federal Arbitration Act and that arbitration will be held as provided in this Article.

iv. **Except as expressly provided in this MSA, EACH PARTY KNOWINGLY WAIVES ALL RIGHTS TO A COURT OR JURY TRIAL AND, INSTEAD, SELECTS FACE-TO-FACE MEETINGS, MEDIATION AND FINALLY BINDING ARBITRATION AS THE SOLE MEANS TO RESOLVE DISPUTES UNDERSTANDING THAT FACE-TO-FACE MEETINGS, MEDIATION AND ARBITRATION MAY BE LESS FORMAL THAN A COURT OR JURY TRIAL, MAY USE DIFFERENT RULES OF PROCEDURE AND EVIDENCE, THAT AN APPEAL PROCESS IS GENERALLY NOT AVAILABLE, AND THAT THE FEES AND COSTS ASSOCIATED WITH MEDIATION AND ARBITRATION MAY BE SUBSTANTIALLY GREATER THAN IN CIVIL LITIGATION;**

v. The terms of this MSA (including but not limited to this Article) will control concerning any matters of jurisdiction, venue, and choice of law, each of which is mandatory and not permissive; and,

vi. Although a Party is or may become a party to a court action or special proceeding with a third party or otherwise, and whether or not such pending court action or special proceeding, (i) may include issues of law, fact, or otherwise, that arise out of the same transaction (or series of related transactions) as any arbitrable matter between or involving the Parties; (ii) involves a possibility of conflicting rulings on issues of law, fact, or otherwise; and (iii) such pending court action or special proceeding may involve a third party who cannot be compelled to arbitrate the terms, covenants, and conditions of this MSA, the Parties still agree any dispute between the Parties to this MSA will be enforced according to the terms found herein, including the obligation to perform under this Article.



- c. Before arbitration, each Party agrees to adhere to the following procedure:
- i. First, in the event of a disagreement between them, the Parties agree to meet face-to-face within 30 days after any Party gives written notice to the other;
 - ii. Second, if the issues between the Parties cannot be resolved, the disagreement must be submitted to non-binding mediation before the Judicial Arbitration and Mediation Service (**JAMS**) or its successor (or an organization designated by JAMS or its successor. If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties to the dispute cannot agree on an appropriate organization or person to conduct such proceedings(s), then the mediation will be heard by the American Arbitration Association (**AAA**).
- A. The Parties will agree upon a single mediator experienced in franchising. If the Parties cannot agree upon the mediator, then the senior-most officer, director, or manager of the association under which the mediation occurs will choose a neutral and disinterested mediator, and such choice will be final and binding upon the Parties.
- B. Mediation must begin 30 days after the face-to-face meeting. Any Party may be represented by counsel and bring persons appropriate to the proceeding with the mediator's permission.
- iii. Each Party will bear the Person's costs associated with attending mediation. Each Party will equally split the cost of the mediator.
 - iv. If the mediation does not resolve the matter, the Parties agree that the disagreement will be submitted to and finally resolved by binding arbitration.
- d. Subject to the terms of this Article, Arbitration must begin at the earlier of 90 days after mediation fails to resolve the issue or the last day of the one-year period identified in this Article below. Arbitration will be held before and under the arbitration rules of JAMS or its successor (or an organization designated by JAMS or its successor). If JAMS is unable or unwilling to conduct such proceeding(s), and the Parties cannot agree on an appropriate organization or person to conduct such proceedings(s), then the arbitration will be heard by a single arbitrator from the AAA. If the Parties cannot agree upon the arbitrator, then the senior-most officer, director, or manager of the association under which the arbitration is to take place will choose a neutral and disinterested arbitrator, and such choice will be final and binding upon the Parties.
- i. The arbitrator's judgment on any preliminary matter or the final arbitration award will be final and binding and may be entered in any court having jurisdiction.
 - ii. The arbitrator's award will be in writing.
 - iii. There will be no right to appeal an interim ruling or final award
 - iv. The final and binding decision or award of the arbitrator in one matter will not have precedential or "offensive collateral estoppel" effect in an arbitration between the Franchisor and another franchisee, such that the matters decided in the original arbitration will not be used in future arbitration between another franchisee or Person and us as proof of a fact or matter contested in the later arbitration.

**MANAGEMENT SERVICE
ORGANIZATION**

(Management Service Organization Name)

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**MEDICAL PROFESSIONAL
ORGANIZATION**

(Medical Professional Organization Name)

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



SCHEDULE 1 MARKS

Our IP Affiliate received registration on the Principal Register of the United States Patent and Trademark Office (the “USPTO”) for the following:

Registration Number	Description of Mark	Filing Date
6,805,774		August 2, 2022
6,805,771	GAMEDAY	August 2, 2022
7,479,325	GAMEDAY	August 20, 2024

Our IP Affiliate has also applied for registration of the following:

Application Number	Description of Mark	Filing Date
98139565	Gameday Men's Health	August 18, 2023
98166467	GD Men's Health	September 6, 2023



EXHIBIT H-8

GAMEDAY FRANCHISE

SAMPLE WAIVER OF MANAGEMENT AGREEMENT

This Waiver of Management Agreement (“Addendum”) is made and entered into on _____, 202__ by and between Ream Franchise Group, LLC, a California limited liability company (“Franchisor” or “we” or “us”), and _____, a _____ (“Franchisee” or “you”).

RECITALS

A. We and you are parties to a Ream Franchise Group, LLC Franchise Agreement dated as of the same date as this Addendum (the “Franchise Agreement”), which pertains to the management and operation of a Gameday Men’s Health Business at a facility operating under the name “Gameday” (which is referred to as the “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 Addendum will have the meaning set forth in the Franchise Agreement, or the Management Agreement (as defined below).

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:

1. 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 physicians and clinicians, 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: (i) you have conducted independent research regarding the Medical Regulations that are applicable to urgent care centers and 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 professional personnel and providing medical 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 agreement with a Medical Professional, which as a separate entity would operate the Clinic and provide all medical and urgent care 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 Addendum in reliance on 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 us of such change and of the your proposed corrective action to comply with Medical Regulations, including (if applicable) entering into a management agreement with a Medical Professional.

e. You acknowledge and agree that by requesting us to permit you to perform all of the activities and obligations of the Medical Professional (rather than signing a management agreement with a Medical Professional 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 Medical Professional (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 2, you are not required by the Franchise Agreement to enter into a Management Agreement with a Medical Professional, provided that you comply with applicable Medical Regulations.

b. Notwithstanding anything to the contrary in the Franchise Agreement, including Section 2, you are not restricted from providing medical services to the Clinic's patients, or from hiring and supervising the physicians and employees who are legally authorized to provide medical services to patients of the Clinic.

c. Instead of entering into the Management Agreement with a separate Medical Professional, 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 "Practice" as set forth in the form of Management Agreement attached to this Addendum as Exhibit A (the "Management Agreement"), which are hereby incorporated into this Addendum. Without limiting the foregoing, you acknowledge and agree that these obligations include, but are not limited to:

i. being responsible for all aspects of the diagnostic, therapeutic and related professional services delivered by the physicians at the Clinic; selecting, training, supervising and employing (or otherwise engaging) all physicians; ensuring that the Clinic and all physicians maintain all necessary licenses and credentials; establishing and maintaining quality and standards of patient care, as described in Section 5 of the Management Agreement;

ii. maintaining malpractice and other insurance as described in Section 5 of the Management Agreement; and

iii. indemnifying us as described in Section 9 of the Management Agreement.

d. Instead of entering into the Management Agreement with a separate Medical Professional, 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 "Manager" as set forth

in the Management Agreement, which are hereby incorporated into this Addendum. Without limiting the foregoing, you acknowledge and agree that these obligations include satisfying the duties and responsibilities of the manager as set forth in Sections 2 and 8 of the Management Agreement;

e. Any reference in the Franchise Agreement to an obligation of, or requirement applicable to, the Medical Professional 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 duly executed this Addendum as of the date first above written.

FRANCHISOR:

REAM FRANCHISE GROUP, LLC,
a California limited liability company

FRANCHISEE:

[FRANCHISEE ENTITY],
[a(n)] [State of Formation/Incorporation] [entity
type or individual]

By: _____

By: _____

Printed Name: _____

Printed Name: [Franchisee or Franchisee Entity
Signatory]

Title: _____

Title: [Franchisee Entity Signatory Title]

EXHIBIT H-9

GAMEDAY FRANCHISE

SAMPLE AMENDMENT FOR ADDITIONAL DEVELOPMENT

This Amendment (“**Amendment**”) to Area Development Agreement is made and entered into on _____ by and between Ream Franchise Group, LLC, a California limited liability company (“**Franchisor**”), [Area Developer], [entity type and state] (“**Area Developer**”) and the undersigned owners of Area Developer (“**Owners**”).

RECITALS

A. Franchisor and Area Developer entered into that certain area development agreement on [date of ADA], to develop certain portions of [description of development area], as described in Attachment A thereto, (including all attachments and exhibits thereto, the “**AD Agreement**”).

B. Area Developer has requested that it be allowed to develop [#] additional Gameday Men’s Health Businesses and modify the Development Schedule under the AD Agreement [and Franchisor desires to consent to modifying the Development Territory] subject to the terms of this Amendment.

C. Capitalized terms not defined in this Amendment shall have the meanings set forth in the AD Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and subject to the following terms and conditions, it is agreed as follows:

1. **RECITALS**. The Recitals set forth above are restated as if fully set forth herein.
2. **AMENDED DEVELOPMENT TERRITORY**. The Development Territory set forth in Section 3 of Attachment A of the AD Agreement is (check one):

_____ not amended and remains as set forth in the AD Agreement.
_____ hereby amended and restated as follows:

[New Description of Development Territory]

3. **DEVELOPMENT FEE**. The Development Fee set forth in Section 4 of Attachment A of the AD Agreement is hereby amended to reflect that Area Developer will be developing an additional [number] Gameday Men’s Health Businesses, resulting in an additional Development Fee of \$[X] which amount shall be paid to Franchisor by Area Developer upon execution of this Amendment.
4. **DEVELOPMENT SCHEDULE**. Franchisor and Area Developer acknowledge and agree that the Development Schedule set forth in this Section shall apply to the development of a total of _____ Gameday Men’s Health Franchises. The Development Schedule set forth in Section 3 of Attachment B of the AD Agreement is hereby amended and restated as follows:



Gameday Men's Health Franchise	Franchise Opening Deadline
First Franchise	9 months after execution of Area Development Agreement
Second Franchise	20 months after execution of Area Development Agreement
Third Franchise	30 months after execution of Area Development Agreement
Fourth Franchise	40 months after execution of Area Development Agreement
Fifth Franchise	50 months after execution of Area Development Agreement
Sixth Franchise and any additional Franchises	60 months after execution of Area Development Agreement for Sixth and 10 months thereafter for each subsequent Franchise

5. **ACKNOWLEDGEMENTS.** The modifications to the AD Agreement set forth in this Amendment are being made at the request of Area Developer and are entered into by Area Developer freely and voluntarily. Area Developer acknowledges and agrees that the modifications set forth in this Amendment are being made at the request of Area Developer and were not solicited by Franchisor. In addition, Area Developer acknowledges and agrees that the modifications set forth in this Amendment do not substantially impact or adversely impact Area Developer's rights, benefits, privileges, duties, obligations or responsibilities under the AD Agreement.

6. **RIGHTS PERSONAL.** The rights granted to Area Developer under this Amendment have been agreed to by Franchisor based on Area Developer's owners' personal skills, experience and qualifications and they are not renewable or assignable by Area Developer to any third party under any circumstances.

7. **FURTHER ASSURANCE.** Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Amendment.

8. **REAFFIRMATION.** Except as specifically modified by this Amendment, all of the terms and conditions of the AD Agreement (including provisions for notice, construction and dispute resolution) are reaffirmed in their entirety.

9. **NO FURTHER CHANGES.** Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the AD Agreement will remain in full force and effect as originally written and signed. In the event of any inconsistency between the provisions of the AD Agreement and this Amendment, the terms of this Amendment shall control.

(Signature Page Follows)

IN WITNESS WHEREOF, Franchisor and Area Developer have executed this Amendment as of the date first appearing above.

FRANCHISOR:

REAM FRANCHISE GROUP, LLC
a California limited liability company

Sign:
Printed Name:
Title:
Date:

AREA DEVELOPER:

[Name of Area Developer]
[Area Developer Entity Info]

Sign:
Printed Name: [Area Developer Signatory]
Title:
Date:

Or if Area Developer is an individual(s)

Sign:
Printed Name: [Area Developer Signatory]
Date:

Sign:
Printed Name: [Area Developer Signatory]
Date:

EXHIBIT H-10

GAMEDAY FRANCHISE

SAMPLE CO-BRANDING/CO-LOCATION ADDENDUM

This Co-Branding / Co-Location Addendum (“**Addendum**”) is entered into as of _____, 20__ (“**Effective Date**”), by and between **Ream Franchise Group, LLC**, a California limited liability company (“**Franchisor**”), and _____, a _____ (“**Franchisee**”). This Addendum is attached to and made part of that certain Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”) between Franchisor and Franchisee for the operation of a Gameday Health franchised business (the “**Gameday Business**”).

RECITALS

- A. Franchisor’s affiliate, HerWay Health Franchise, LLC, offers Her Way Businesses.
- B. Franchisee is a party to the Franchise Agreement. Franchisee or an affiliate of Franchisee owns, operates, or proposes to own or operate a Her Way Business.
- C. Franchisee has requested Franchisor’s consent to operate the Gameday Business in a co-branded, co-located, adjacent, shared-premises, or otherwise associated arrangement with its Her Way Business.
- D. Franchisor is willing to permit such arrangement only on the terms and conditions set forth in this Addendum. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Franchisor and Franchisee agree as follows:

1. INCORPORATION; RELATIONSHIP TO FRANCHISE AGREEMENT

1.1 **Incorporation.** This Addendum is incorporated into and forms part of the Franchise Agreement.

1.2 **Continuing Effect of Franchise Agreement.** Except as expressly modified by this Addendum, the Franchise Agreement remains unchanged and in full force and effect. If this Addendum conflicts with the Franchise Agreement, this Addendum controls solely with respect to co-branding, co-location, shared premises, shared resources, approval rights, and unwind obligations. Notwithstanding the foregoing, Franchisee’s obligations and Franchisor’s rights hereunder are intended to be interpreted in addition to and not in lieu of any rights and obligations under all franchise agreements.

2. DEFINITIONS

For purposes of this Addendum, the following terms have the meanings set forth below:

2.1 “**Approved Co-Branded Operation**” means only the specific co-branded, co-located, adjacent, shared-premises, or otherwise associated operating arrangement expressly approved by Franchisor in writing.

2.2 “**Approved Location**” means only the specific site approved by Franchisor in writing for operation of the Gameday Business and, if applicable, the Approved Co-Branded Operation.

2.3 “**Co-Branding Materials**” means all signage, advertising, print materials, digital materials, websites, social media content, email campaigns, text campaigns, promotional materials, scripts, directory listings,



press releases, and other communications that refer to, depict, or imply any association between the Gameday Business and the Her Way Business.

2.4 “**Her Way Business**” means the Her Way Women’s Health franchised business operated by Franchisee or an affiliate of Franchisee and approved by Franchisor for purposes of this Addendum.

2.5 “**Shared Resources**” means any shared or partially shared space, employees, contractors, reception functions, management personnel, systems, phone numbers, websites, digital assets, software, scheduling systems, equipment, furniture, fixtures, inventory, common areas, vendors, marketing channels, or other resources used in connection with both the Gameday Business and the Her Way Business.

3. LIMITED APPROVAL

3.1 **Grant of Conditional Approval.** Subject to the terms of this Addendum, Franchisor grants Franchisee a limited, conditional, revocable, personal, nonexclusive, and nontransferable right to operate the Gameday Business as part of the Approved Co-Branded Operation solely at the Approved Location.

3.2 **No Implied Rights.** This Addendum does not grant Franchisee any right to: (a) operate the Gameday Business at any location other than the Approved Location; (b) use any layout, format, or operating model not expressly approved in writing by Franchisor; (c) share any Shared Resources except as expressly approved in writing by Franchisor; (d) use Franchisor’s Marks in combination with any mark, name, logo, slogan, or branding element of the Her Way Business except as expressly approved in writing by Franchisor; or (e) continue any Approved Co-Branded Operation after Franchisor withdraws, modifies, or conditions its approval.

3.3 **Approval in Franchisor’s Discretion.** Franchisor may approve, condition, deny, suspend, modify, or revoke any proposed or existing Approved Co-Branded Operation, Shared Resources arrangement, staffing arrangement, marketing plan, signage plan, website, social media use, patient flow, or space allocation in Franchisor’s discretion, subject only to applicable law.

4. CONDITIONS PRECEDENT

Franchisee shall not advertise, market, build out, occupy, open, or operate any Approved Co-Branded Operation unless and until each of the following conditions has been satisfied to Franchisor’s satisfaction:

4.1 **Site and Layout Approval.** Franchisor has approved in writing the Approved Location, floor plan, room use, customer/patient flow, ingress and egress, waiting/reception areas, signage, décor, technology layout, and proposed use of Shared Resources.

4.2 **Third-Party Consents.** Franchisee has obtained and delivered to Franchisor copies of all required written consents, approvals, and acknowledgments from: (a) the franchisor of the Her Way Business; (b) the landlord, sublandlord, property manager, mortgagee, lender, or other party with rights in the Approved Location; and (c) any other third party whose consent is required.

4.3 **Governmental Approvals.** Franchisee has obtained all licenses, permits, registrations, and governmental approvals required for the lawful development and operation of the Gameday Business and the Approved Co-Branded Operation.

4.4 Required Documentation. Franchisee has executed this Addendum and all other documents Franchisor requires, including any site addendum, shared-premises rider, operating protocol, or compliance acknowledgment.

4.5 No Default. Franchisee and its affiliates are in full compliance with the Franchise Agreement, this Addendum, all other agreements with Franchisor or its affiliates, and all franchise and related agreements governing the Her Way Business.

5. PERSONAL AND NONTRANSFERABLE NATURE OF APPROVAL

5.1 Personal Approval. Franchisor's approval of the Approved Co-Branded Operation is personal to Franchisee and, if applicable, Franchisee's approved affiliate operating the Her Way Business.

5.2 No Assignment. Franchisee may not assign, transfer, sublicense, delegate, pledge, or otherwise dispose of any rights under this Addendum without Franchisor's prior written consent.

5.3 Change of Control. Any change in ownership, control, management, or beneficial ownership of Franchisee, the Gameday Business, the Her Way Business, or the Approved Location is a material event requiring Franchisor's prior written approval and may be grounds for revocation of this Addendum.

6. BRAND STANDARDS; SEPARATE IDENTITY

6.1 Separate Identity. Unless Franchisor expressly approves otherwise in writing, the Gameday Business shall maintain a separate and distinct identity from the Her Way Business, including separate: (a) signage; (b) service descriptions; (c) websites; (d) social media accounts; (e) digital listings; (f) phone numbers; (g) online scheduling interfaces; (h) uniforms; (i) forms; and (j) patient-facing materials. The Gameday Business shall be operated under a separate legal entity from the Her Way Business, but the two entities are owned by the same persons.t

6.2 No Representation of Single Business. Franchisee shall not state or imply that the Gameday Business and the Her Way Business are a single business, partnership, joint venture, single franchise system.

6.3 Manual Compliance. Franchisee shall operate the Gameday Business in strict compliance with the Franchise Agreement, this Addendum, Franchisor's manuals, standards, specifications, and written directives.

6.4 Right to Require Greater Separation. Franchisor may require greater physical, operational, technological, staffing, or visual separation between the Gameday Business and the Her Way Business at any time if Franchisor determines such separation is desirable to protect the Marks, system standards, customer experience, legal compliance, quality control, or brand reputation.

7. SHARED PREMISES AND SHARED RESOURCES

7.1 No Shared Resources Without Approval. Franchisee shall not use Shared Resources unless Franchisor has expressly approved the specific Shared Resources in writing.

7.2 Conditions on Shared Resources. Franchisor may impose conditions on any approved Shared Resources, including conditions relating to: (a) use restrictions; (b) timing and scheduling; (c) cost allocation; (d) supervision; (e) confidentiality; (f) access controls; (g) signage and wayfinding; (h) dress code distinctions; and (i) operational protocols.



7.3 No Reliance on Prior Approval. Franchisor has no obligation to approve any Shared Resources and may later require Franchisee to discontinue any previously approved Shared Resources.

7.4 Costs of Separation. Franchisee shall bear all costs and expenses associated with any separation, reconfiguration, technology split, signage change, staffing change, remodeling, or unwind required by Franchisor.

8. MARKS; ADVERTISING; DIGITAL MEDIA

8.1 Use of Marks. Franchisee may use Franchisor's Marks only as permitted by the Franchise Agreement, this Addendum, and Franchisor's written approvals.

8.2 No Combined Branding Without Approval. Franchisee shall not use Franchisor's Marks together with any name, trademark, service mark, logo, design, or branding element of the Her Way Business without Franchisor's prior written approval.

8.3 Pre-Approval of Co-Branding Materials. All Co-Branding Materials must be approved in writing by Franchisor before use.

8.4 Goodwill. All goodwill arising from use of Franchisor's Marks in connection with the Approved Co-Branded Operation inures exclusively to Franchisor's benefit.

8.5 Takedown Rights. Franchisee shall immediately modify, disable, remove, or cause to be removed any Co-Branding Materials, website content, social media content, directory listing, or advertisement upon Franchisor's request.

8.6 Domains and Social Accounts. Franchisee shall not register or use any domain name, social media handle, online account, landing page, metatag, search keyword, or digital identifier incorporating Franchisor's Marks together with the Her Way Business's marks or names unless Franchisor expressly approves it in writing.

9. BOOKS, RECORDS, SYSTEMS, AND DATA

9.1 Separate Books and Records. Franchisee shall maintain complete, accurate, and separate books, records, accounts, reports, and supporting documentation for the Gameday Business in the manner required by Franchisor.

9.2 No Commingling. Franchisee shall not commingle the Gameday Business with the Her Way Business with respect to: (a) revenues; (b) bank accounts; (c) general ledgers; (d) payroll records; (e) tax reporting; (f) accounts payable and receivable; (g) customer or patient records; (h) lead databases; (i) marketing databases; (j) scheduling records; (k) inventory records; or (l) vendor accounts.

9.3 Approved Systems Only. Franchisee shall use only software, systems, platforms, and technology approved by Franchisor for the Gameday Business.

9.4 Restrictions on Data Sharing. Franchisee shall not share, cross-use, transfer, disclose, merge, match, or otherwise exploit any patient, prospect, lead, consumer, or business data relating to the Gameday Business with or for the benefit of the Her Way Business except to the extent expressly approved by Franchisor in writing and permitted by applicable law.

9.5 Confidential Information. Franchisee shall protect Franchisor's confidential information from access by the franchisor of the Her Way Business, the Her Way Business, and their personnel, except as expressly approved by Franchisor in writing and permitted by applicable law. Franchisee shall maintain commercially reasonable administrative, technical, and physical safeguards to protect all confidential and sensitive information relating to the Gameday Business.

10. STAFFING; TRAINING; SUPERVISION

10.1 Qualified Personnel. Franchisee shall ensure that all personnel performing services for the Gameday Business satisfy Franchisor's training, qualification, appearance, conduct, and supervision requirements.

10.2 Shared Personnel. No employee, contractor, manager, receptionist, clinician, administrator, or other worker may serve both the Gameday Business and the Her Way Business unless Franchisor expressly approves the arrangement in writing.

10.3 Allocation Records. If Franchisor approves any shared personnel arrangement, Franchisee shall maintain records sufficient to demonstrate personnel allocation, compensation allocation, supervision, and compliance responsibility.

10.4 Removal Rights. Franchisor may require Franchisee to remove from the Gameday Business any person whom Franchisor determines is unsuitable, unqualified, noncompliant, or detrimental to the Gameday system, brand, or customer experience.

11. LEGAL AND REGULATORY COMPLIANCE

11.1 Franchisee Responsibility. Franchisee is solely responsible for ensuring that the Approved Co-Branded Operation complies with all applicable federal, state, and local laws, regulations, ordinances, licensing requirements, professional standards, privacy obligations, advertising restrictions, referral restrictions, and ownership restrictions.

11.2 No Legal Advice. Franchisor's approval of any Approved Co-Branded Operation or Shared Resources arrangement does not constitute legal, tax, healthcare regulatory, privacy, or other professional advice and is not a representation or warranty that the arrangement complies with law.

12. INSPECTION; AUDIT; OVERSIGHT

12.1 Inspection Rights. Franchisor and its designees may inspect the Approved Location, operations, records, systems, signage, websites, social media, and other aspects of the Approved Co-Branded Operation at any time, with or without notice, to the extent permitted by law.

12.2 Audit Rights. Franchisor may audit records relating to the Approved Co-Branded Operation, including records relating to revenue allocation, Shared Resources, staffing, and data practices.

12.3 Cooperation. Franchisee shall cooperate fully with Franchisor's monitoring, inspection, audit, and enforcement efforts.

13. DEFAULTS

Each of the following constitutes a default under this Addendum and under the Franchise Agreement: (a) Franchisee breaches this Addendum; (b) Franchisee breaches the Franchise Agreement or any other

agreement with Franchisor or its affiliates; (c) the Her Way Business or its owner/operator breaches any agreement with the franchisor of the Her Way Business if such breach may affect the Approved Co-Branded Operation; (d) the Her Way Business ceases to be in good standing; (e) the franchise agreement for the Her Way Business expires, is terminated, is not renewed, is transferred, is abandoned, or otherwise ceases to be in full force and effect; (f) any consent, permit, approval, or authorization required for the Approved Co-Branded Operation is revoked, withdrawn, expires, lapses, or is materially limited; (g) Franchisee uses Co-Branding Materials or Shared Resources without approval; (g) Franchisee makes any unauthorized representation of affiliation, endorsement, or combined operations; or (h) Franchisor determines that the Approved Co-Branded Operation creates actual or potential legal, regulatory, quality-control, customer-protection, reputational, operational, or brand-standard concerns.

14. FRANCHISOR REMEDIES; REVOCATION; UNWIND

14.1 Remedies. Upon any default, or if Franchisor otherwise determines that continuation of the Approved Co-Branded Operation is inadvisable or inconsistent with Franchisor's standards or system interests, Franchisor may, in addition to all other remedies available under the Franchise Agreement and applicable law: (a) revoke approval of the Approved Co-Branded Operation; (b) suspend any aspect of the Approved Co-Branded Operation; (c) require immediate cessation of any unauthorized conduct; (d) require separation of any Shared Resources; (e) require changes to personnel, layout, signage, technology, marketing, websites, social media, and operations; (f) prohibit use of any Co-Branding Materials; (g) require digital takedown, de-linking, or de-listing; (h) require physical remodeling, relocation, or reconfiguration; and (i) declare Franchisee in default under the Franchise Agreement.

14.2 Unwind Obligations. If this Addendum expires, is terminated, or approval of the Approved Co-Branded Operation is revoked or withdrawn for any reason, Franchisee shall, at Franchisee's sole cost and expense and within the time period specified by Franchisor: (a) cease all co-branding, cross-branding, joint marketing, and joint promotion; (b) cease using any unauthorized Co-Branding Materials; (c) remove, revise, or replace signage and décor as Franchisor directs; (d) discontinue all unapproved Shared Resources; (e) separate websites, social media, listings, phone numbers, intake processes, scheduling tools, and marketing channels as Franchisor directs; (f) cease all statements implying any unauthorized relationship between the Gameday Business and the Her Way Business; (g) take all steps Franchisor requires to protect Franchisor's Marks, goodwill, confidential information, and system integrity; and (h) certify in writing Franchisee's compliance with Franchisor's unwind requirements.

14.3 No Compensation. Franchisee is not entitled to any compensation, offset, reimbursement, abatement, or damages arising from Franchisor's exercise of rights under this Addendum.

15. INDEMNIFICATION

15.1 Indemnity. In addition to Franchisee's indemnification obligations under the Franchise Agreement, Franchisee shall indemnify, defend, and hold harmless Franchisor, its affiliates, and their respective owners, officers, directors, managers, members, employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, costs, and expenses, including reasonable attorneys' fees and expert fees, arising out of or relating to: (a) the Approved Co-Branded Operation; (b) any Shared Resources; (c) any Co-Branding Materials; (d) any actual or alleged violation of law in connection with the Approved Co-Branded Operation; (e) any act or omission of the Her Way Business or its owners, employees, contractors, or agents to the extent affecting the Gameday Business or

Franchisor; (f) any data-sharing, privacy, advertising, referral, licensure, employment, or occupancy issue relating to the Approved Co-Branded Operation; and (g) Franchisee's breach of this Addendum.

16. INSURANCE

Required Coverage. Franchisee shall maintain, at its sole expense, such insurance coverage as Franchisor may require from time to time in connection with the Approved Co-Branded Operation, including any increased or specialized coverage Franchisor deems appropriate.

17. NO REPRESENTATIONS REGARDING HER WAY RIGHTS

17.1 Franchisor has not advised Franchisee whether the Her Way franchise documents permit co-branding, co-location, shared staffing, cross-marketing, referrals, or shared premises.

17.2 Franchisor has made no representation or warranty regarding Franchisee's rights under any Her Way-related agreement. Franchisee is solely responsible for confirming that the Approved Co-Branded Operation is permitted under all Her Way-related agreements and consents.

17.3 Any dispute between Franchisee and the franchisor of the Her Way Business or any Her Way-related party does not limit Franchisor's rights under this Addendum.

18. EQUITABLE RELIEF

Franchisee acknowledges that unauthorized co-branding, unauthorized use of Franchisor's Marks, improper data sharing, disclosure of confidential information, or failure to comply with unwind obligations may cause immediate and irreparable harm to Franchisor for which monetary damages may be an inadequate remedy. Franchisor is entitled to temporary, preliminary, and permanent injunctive or other equitable relief, without the necessity of posting bond except as required by law, in addition to any other remedies available at law or in equity.

19. SURVIVAL

The provisions of this Addendum that by their nature are intended to survive expiration, termination, transfer, nonrenewal, or revocation survive such event, including Sections 8, 9, 11, 12, 14, 15, 16, 17, 18, and this Section 19.

20. MISCELLANEOUS

20.1 Entire Agreement on Subject Matter. This Addendum constitutes the entire agreement of the parties regarding the Approved Co-Branded Operation.

20.2 Amendments. No amendment, waiver, approval, consent, or modification of this Addendum is effective unless in writing and signed by Franchisor and Franchisee; provided, however, that Franchisor may impose written conditions on any approval or consent.

20.3 No Waiver. No failure or delay by Franchisor to exercise any right under this Addendum operates as a waiver of that or any other right.

20.4 Severability. If any provision of this Addendum is held invalid or unenforceable, the remaining provisions remain in full force and effect, and the invalid or unenforceable provision will be reformed to the maximum extent permitted by law.



20.5 Governing Law. This Addendum is governed by the same law and dispute-resolution provisions that govern the Franchise Agreement, unless the Franchise Agreement expressly provides otherwise.

20.6 Counterparts; Electronic Signatures. This Addendum may be executed in counterparts, each of which is deemed an original, and signatures transmitted electronically or by PDF are deemed effective as originals.

FRANCHISOR:

REAM FRANCHISE GROUP, LLC

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Entity: _____

EXHIBIT H-11

GAMEDAY FRANCHISE

ADDITIONAL MARKETING AREA ADDENDUM

This Additional Marketing Area Addendum (“**Addendum**”) to Franchise Agreement is made and entered into as of _____ (“**Effective Date**”) by and between Ream Franchise Group, LLC, a California limited liability company (“**Franchisor**”), and [INSERT FRANCHISEE NAME], a [INSERT STATE/ENTITY TYPE] (“**Franchisee**”).

RECITALS

A. [Franchisor and Franchisee are parties to that certain Area Development Agreement dated _____ (together with all attachments, exhibits, and addenda thereto, the “**Area Development Agreement**”) for the operation of up to [NUMBER] Gameday Men's Health Clinics in the Territory described in Attachment A thereto (the “**Development Territory**”).]

B. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____ (together with all attachments, exhibits, and addenda thereto, the “**Franchise Agreement**”) for the operation of a Gameday Men's Health Clinic in the Territory described in Attachment A-1 thereto.

C. Pursuant to Section 6 of the Franchise Agreement, Franchisee has requested, and Franchisor has agreed to grant, a non-exclusive right to actively market and solicit customers within a designated Additional Marketing Area, subject to the terms of this Addendum.

D. Capitalized terms used but not defined in this Addendum have the meanings given to them in the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and subject to the following terms and conditions, it is agreed as follows:

1. **GRANT OF ADDITIONAL MARKETING AREA**. Subject to Franchisee's full and continuing compliance with the Franchise Agreement and the terms of this Addendum, Franchisor hereby grants Franchisee a non-exclusive right to actively market and solicit customers within the geographic area described and depicted on Exhibit A attached hereto (the “**Additional Marketing Area**”).

2. **NATURE AND LIMITATIONS OF GRANT**. Franchisee acknowledges and agrees that:

(a) The Additional Marketing Area is not added to, and does not expand, Franchisee's Territory under the Franchise Agreement;

(b) The grant is non-exclusive, and this Addendum does not grant Franchisee any right to develop, establish, or operate a Clinic or any other physical location within the Additional Marketing Area;

(c) Franchisor retains all rights to market within, and, unless the Additional Marketing Area is part of a Development Territory under an Area Development Agreement, to grant other franchisees the right to market and solicit customers within, the Additional Marketing Area; and



(d) Unless the Additional Marketing Area is part of a Development Territory under an Area Development Agreement, Franchisor reserves the right to establish, or to grant a third party the right to establish, an exclusive Territory and a Clinic within the Additional Marketing Area. If Franchisor exercises this right, Franchisee's right to actively market within the Additional Marketing Area will continue on a non-exclusive basis, but Franchisee shall remain prohibited from establishing a physical location within that area.

3. **ADDITIONAL MARKETING AREA FEE.** As consideration for the grant in Section 1 above, Franchisee shall pay Franchisor a one-time, non-refundable Additional Marketing Area Fee of Ten Thousand Dollars (\$10,000) (the “**Additional Marketing Area Fee**”) concurrently with the execution of this Addendum. If this Addendum is being executed under a franchise agreement pursuant to an Area Development Agreement where the Additional Marketing Area is intended to count toward the Development Schedule (as defined in the Area Development Agreement), the Additional Marketing Area Fee will not be charged, but you must reimburse us for all of our fees and costs, including attorneys’ fees (in lieu of the Additional Marketing Area Fee) associated with the drafting and execution of this Addendum at your request. Similarly, if this Addendum is being executed concurrently with an Amendment for Additional Development, no Additional Marketing Area Fee will be charged, but you will be required to pay any additional Development Fee required as well as reimburse us for all of our fees and costs, including attorneys’ fees (in lieu of the Additional Marketing Area Fee) associated with the drafting and execution of this Addendum at your request.

4. **CREDIT TOWARD FUTURE INITIAL FRANCHISE FEE.** If, during the Term of the Franchise Agreement, Franchisee and Franchisor enter into an additional franchise agreement to establish a Clinic within the Additional Marketing Area, Franchisor will credit an amount equal to the Additional Marketing Area Fee paid hereunder against the Initial Franchise Fee owed by Franchisee under such additional franchise agreement. The credit applies only once, only to the Initial Franchise Fee for a Clinic located within the Additional Marketing Area, and is not transferable, assignable, or refundable. For the avoidance of doubt, if the additional franchise agreement to establish a Clinic within the Additional Marketing Area is pursuant to an Area Development Agreement, regardless of whether the Additional Marketing Area was intended to count toward the Development Schedule (as defined in the Area Development Agreement) or was as a new portion of the Development Territory pursuant to an Amendment for Additional Development, no Initial Franchise Fee is owed because the franchise agreement provides that any initial fee for the franchise agreement is payable in accordance with the terms of the Area Development Agreement, as amended, and no credit will be provided to you unless otherwise agreed by Franchisor in writing and in its sole discretion.

5. **SIZE OF ADDITIONAL MARKETING AREA.** The Additional Marketing Area encompasses the lesser of (i) a three-mile radius or (ii) a population of approximately 100,000 people, defined by physical or geographic limitations, ZIP codes, political subdivisions, or other boundaries as reflected on Exhibit A. The Additional Marketing Area has no specific geometric shape.

6. **RIGHTS PERSONAL.** The rights granted to Franchisee under this Addendum have been agreed to by Franchisor based on Franchisee’s personal skills, experience, and qualifications and they are not assignable by Franchisee.

7. **NO FURTHER CHANGES.** Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed. In the event of any inconsistency between the provisions of the Franchise Agreement and this Addendum, the terms of this Addendum shall control.

8. **BINDING EFFECT.** This Addendum may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Addendum is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date first appearing above.

FRANCHISOR:

REAM FRANCHISE GROUP, LLC,
a California limited liability company

By: _____

Printed Name: Evan Miller, Ph.D.

Title: President

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
[Franchisee Entity info, if applicable]

By: _____

Printed Name:

Title:

Or if Franchisee is an individual(s)

Sign: _____
Printed Name: [Franchisee Signatory]

Sign: _____
Printed Name: [Franchisee Signatory]

EXHIBIT A

ADDITIONAL MARKETING AREA

The Additional Marketing Area granted to Franchisee under this Addendum is described and depicted as follows:

Description: [INSERT NARRATIVE DESCRIPTION — e.g., ZIP codes, political subdivisions, geographic boundaries]

Map: [INSERT MAP]

EXHIBIT I

FRANCHISE DISCLOSURE QUESTIONNAIRE

(This questionnaire is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)

As you know, Ream Franchise Group, LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement and Area Development Agreement, if applicable, for the operation of a Gameday franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and Area Development Agreement, if applicable.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer in the table provided below.

Do not sign this Questionnaire if you are a resident of Maryland or the franchise is to be operated in Maryland.

1. Yes___ No___ Have you received and personally reviewed the Franchise Agreement and Area Development Agreement, if applicable, and each attachment or exhibit attached to it that we provided?
2. Yes___ No___ Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3. Yes___ No___ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4. Yes___ No___ Do you understand all the information contained in the Franchise Disclosure Document and Area Development Agreement, if applicable?
5. Yes___ No___ Have you reviewed the Franchise Disclosure Document and the Franchise Agreement (and Area Development Agreement, if applicable) with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6. Yes___ No___ Do you understand the risks of developing and operating a Gameday Franchise?
7. Yes___ No___ Do you understand the success or failure of your Gameday Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?
8. Yes___ No___ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement and Area Development Agreement, if applicable, must be litigated in California, if not resolved informally or by mediation (subject to state law)?



9. Yes___ No___ Do you understand that you must satisfactorily complete the initial training program before we will allow your Gameday Franchise to open or consent to a transfer of the Gameday Franchise to you?
10. Yes___ No___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Gameday Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
11. Yes___ No___ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise agreement and Area Development Agreement, if applicable, and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12. Yes___ No___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Gameday Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes___ No___ Do you understand that the Franchise Agreement and Area Development Agreement, if applicable, including each attachment or exhibit to the Franchise Agreement and Area Development Agreement, if applicable, contains the entire agreement between us and you concerning the Gameday Franchise?
14. Yes___ No___ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Sign:
Printed Name:
Date:

Sign:
Printed Name:
Date:



EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

Rev. 112025

EXHIBIT J

STATE EFFECTIVE DATES

State Effective Dates

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

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

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

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K

RECEIPTS

RECEIPT
(Retain This Copy)

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

If Ream Franchise Group, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Ream Franchise Group, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Ream Franchise Group, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Ream Franchise Group, 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 identified on Exhibit A.

Evan Miller, 2035 Corte Del Nogal, Suite 160, Carlsbad, California 92011, (858) 292-9202

Issuance Date: May 28, 2026

I received a disclosure document issued May 28, 2026 which included the following exhibits:

- | | |
|-----------|--|
| Exhibit A | List of State Administrators and Agents for Service of Process |
| Exhibit B | Financial Statements |
| Exhibit C | Franchise Agreement |
| Exhibit D | Area Development Agreement |
| Exhibit E | List of Current and Former Franchisees/Area Developers |
| Exhibit F | Franchise Operations Manual Table of Contents |
| Exhibit G | State Addenda and Agreement Riders |
| Exhibit H | Contracts for use with the Gameday Franchise |
| Exhibit I | Franchise Disclosure Questionnaire |
| Exhibit J | State Effective Dates |
| Exhibit K | Receipt |

Sign:	Sign:
Printed Name:	Printed Name:
Date:	Date:

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PLEASE RETAIN THIS COPY FOR YOUR RECORDS.



**RECEIPT
(Our Copy)**

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

If Ream Franchise Group, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Ream Franchise Group, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Ream Franchise Group, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Ream Franchise Group, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

Evan Miller, 2035 Corte Del Nogal, Suite 160, Carlsbad, California 92011, (858) 292-9202

Issuance Date: May 28, 2026

I received a disclosure document issued May 28, 2026 which included the following exhibits:

- | | |
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Sign:	Sign:
Printed Name:	Printed Name:
Date:	Date:

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Please sign this copy of the receipt, date your signature, and return it to Ream Franchise Group, LLC, 2035 Corte Del Nogal, Suite 160, Carlsbad, California 92011.

