FRANCHISE DISCLOSURE DOCUMENT

Moves Managed Services Inc.
a Delaware corporation
120 South Main Street
Suite C
Davidson, NC 28036
704-764-6334
www.vetmoves.com
franchising@vetmoves.com

As a Mobile Veterinary Specialists ("Moves") franchisee, you will provide mobile specialty veterinary services to veterinary practitioners (a "Moves Business(es)" or "Business(es)").

The total initial investment necessary to begin operation of a Moves business ranges from $143,800 to $234,350. This includes $14,500 to $31,000 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department, Attn: David Hoe, franchising@vetmoves.com, 120 South Main Street, Suite C, Davidson, NC 28036 and 704-764-6334.

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, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: May 5, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits and 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 Exhibits "L" and "M."
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 supplies you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21, or Exhibit "A" 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 Moves 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 Moves franchisee?	Item 20 or Exhibits "L" and "M" 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 registration requirements, or to contact your state, use the agency information in Exhibit "J."

Your state also may have laws and 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 arbitration and/or litigation only in North Carolina. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in North Carolina than in your own state.

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

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Antitrust & Franchise
G. Mennen Williams Building, 1st Floor
525 West Ottawa
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

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

In this disclosure document, "we," "us," "our" refers to Moves Managed Services Inc., the franchisor, and "you" or "your" refers to the person or entity that has been granted the right to develop one or more Moves franchised businesses, the franchisee. If you are an entity, "Designated Principal" refers to one of the individuals with an ownership interest in you who will be responsible for the day-to-day operation of the franchise, attending required training, and maintaining regular communication with us.

The Franchisor

We are a Delaware corporation formed on March 5, 2018. Our principal business address is 120 South Main Street, Suite C, Davidson, NC 28036. We conduct business under our corporate name, "Mobile Veterinary Specialists" and "Moves". We have operated Moves locations since 2019. We began offering franchises in November 2024.

Other than as stated above, we are not in any other business, we have not conducted business in any other line of business and we have not offered or sold franchises in any other line of business.

Our Parent, Predecessor and Affiliates

We have no parents or predecessors that have offered franchises in other lines of business or provide products or services to our franchisees.

An affiliate of Moves Managed Services Inc., HomewardVet, LLC ("HomewardVet"), has been offering franchises since May 2025. Based at 120 South Main Street, Suite C, Davidson, NC 28036, HomewardVet is owned by David Hoe. This affiliate offers franchises for mobile veterinary practice providing comprehensive general veterinary services directly to pet owners in their homes. As of the date of this disclosure document, HomewardVet has not sold any franchises.

Our Agent for Service of Process

Our agent for service of process in North Carolina is Registered Agents, Inc., located at 4030 Wake Forest Rd., Suite 349, Raleigh, NC 27609. For other states that require franchise registration, the respective agents for service of process are detailed in Exhibit "J."

The Moves Business

We have expended considerable time and effort developing businesses offering, on a mobile basis, specialty veterinary services (the "Services"), in a distinctive and innovative mobile environment (each a "Moves Business"). The Services include, but are not limited to, surgery, cardiology, internal medicine and radiology (each a "Specialty Service"). Each Specialty Service is distinct, and we may offer franchises to different individuals based on each Specialty Service and the individual's capacity or competency to provide that particular Specialty Service. It should be understood that there may be instances where Moves Businesses providing different Specialty Services may operate within the same Clinics. We will allow incumbent franchisees to geofence and protect the customers that make up 85% of their revenue at the time of a subsequent franchisee's signing.

All veterinarians providing Services on behalf of the Moves Business must hold a valid veterinary license and accreditation to practice in the applicable state or otherwise be qualified under the laws of the applicable state. Similarly, if required by the laws of the applicable state, all veterinary technicians and/or support personnel also must hold appropriate licenses and accreditations. You must provide us with evidence of all

required veterinary licenses and accreditations within seven (7) days of our request, and you must notify us within twenty-four (24) hours in the event of any changes, suspensions, or revocations of such licenses or accreditations.

In addition to our standard franchise offering, we offer a conversion program for existing and established veterinary specialists who have had no affiliation with us or our affiliate(s) and wish to join the Moves franchise system and that meet our financial and experience criteria ("Conversion Franchisees"). Through the conversion program, qualified existing veterinary specialists who currently operate a veterinary practice focused on a specialty area ("Existing Businesses") and have had no affiliation with us or our affiliate(s), can convert to a Moves Business upon meeting all the conversion program conditions as set forth in the Manual.

Notwithstanding the foregoing, you will be solely and exclusively in control of all aspects of the practice of veterinary medicine and the delivery of veterinary care and related services by or through the Moves Business. You will retain full authority to direct the veterinary, professional, and ethical aspects of the Moves Business. If you and/or a Clinic you are providing Services at determine, in your or their professional judgment, that the conditions and restrictions of the Franchise Agreement or the System Standards conflict with applicable statutory, regulatory, or professional ethical obligations in a particular way or situation, then you may deviate from the Franchise Agreement and System Standards to the extent you deem necessary to satisfy the applicable statutory, regulatory, or ethical obligations . We refer to these situations as "Professional Conflicts." You must promptly notify us of any Professional Conflicts so that we can assess them and communicate with you (and, if applicable, other franchisees) about them. Except in cases of a Professional Conflict, you must comply with the Franchise Agreement and System Standards, which may exceed the minimum standard of care in your geographic region. Any deviation from the Franchise Agreement or System Standards must be immediately reported to us for review and approval.

A key to the development, operation, franchising and success of the Moves Businesses is the use of our System. The "System" includes distinctive designs, layouts, color schemes and signs, equipment, inventory, marketing methods, service requirements, standards and specifications, products, inventory, and suppliers; rules; training and assistance; and other methods and procedures relating to the establishment and operation of a Moves Business.

We use, promote and license in the operation of Moves Businesses certain trademarks, service marks and other commercial symbols, including the trade and service mark "Mobile Veterinary Specialists" and other assorted associated logos, designs, and commercial symbols (collectively, the "Marks"). We also use, promote and license in the operation of Moves Businesses certain information capable of being rendered into tangible form that we claim as our copyrights, including spreadsheets, pro forma documents, forms, marketing materials, manuals, pricing lists, vendor lists, product and service offering menus, formulas, advertisements, our website, and any other written materials, marketing materials or advertisements (including the look, compilation, feel and content of them) (collectively, the "Copyrights").

Each Moves Business operates on a mobile basis and operates within a predetermined geographic area and/or within certain Clinics (the "Territory") within which it must confine its operations. Within this Territory, the Moves Business must provide only the Specialty Service for which they have been granted a franchise, as designated or approved by us in accordance with our System and using our Marks and Copyrights. It should be noted that while a Moves Business has exclusivity over a particular Specialty Service in their Territory, other Moves Businesses offering different Specialty Services may also operate within the same Territory. A "Clinic" shall mean any veterinary practice, whether independently owned and operated or as part of a local, regional or national group of veterinary practices (including veterinary hospitals) where animals can receive medical care from a licensed veterinarian.

Our Franchise Program

We grant to qualified individuals or entities, who are prepared to make the necessary investment and effort, a franchise to operate a Moves Business within a predetermined geographic area and/or number of Clinics that we approve (the "Franchise"). Moves Businesses operate under the Marks and under the System. Our current form of Franchise Agreement is attached as Exhibit "B" (the "Franchise Agreement"). If you are a corporation, limited liability company or limited partnership (a "Business Entity"), your owners will sign our principal owner's guaranty (the "Principal Owner's Guaranty") our current form of which is attached to this disclosure document as Exhibit "E."

Competition

The general market for veterinary services is well developed and competitive; however, the market for mobile specialty veterinary services such as those offered through Moves is less established and competitive. The business operates year-round and is not seasonal. The target audience includes veterinarians who operate veterinary practices. You will not offer services to individuals which includes, but is not limited to, pet owners. You will compete for cases with traditional brick and mortar specialty hospitals as well as non-Moves owned and operated veterinary specialists within your territory.

Regulations

The veterinary industry is highly regulated in all states. States have formal licensing procedures for veterinarians, veterinary technicians, and other support personnel. In addition, certain states have restrictions on who may own a veterinary practice; however, because a Moves business provides consulting services to veterinary practices and does not collect payment from pet owners, many restrictions imposed on veterinary practices may not apply to your Moves Business. You are responsible for knowing and following the veterinary practice laws and regulations in your area. You are solely responsible for obtaining and maintaining all licenses and permits required for your business and personnel, and for ensuring that such licenses and permits remain valid and in good standing at all times. The laws generally give the regulatory agencies broad discretion, and violations could result in the imposition of fines and penalties and the issuance of orders prohibiting your operation of your Moves Business.

You are solely responsible for compliance, at your own expense, with all local, state and federal laws that apply to your business operations, despite any information or advice that we may offer. You should consult with your attorney concerning these and other laws and ordinances that may affect your operations.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer and Co-Founder: David Hoe, MBA

David Hoe has served as our Founder of Moves Managed Services Inc. since March 2018 and returned as Chief Executive Officer in June 2024. David Hoe has served as the Chief Executive Officer and Founder of HomewardVet in Davidson, NC since March 2025. Since 2014, Mr. Hoe has also served as the Founder and Chief Executive Officer of Veterinary Management Inc. (VMI) in Cornelius, NC.

Chief Operating Officer: Dr. Ginger Templeton, DVM, MS

Dr. Templeton received her Doctor of Veterinary Medicine (DVM) in 2007 and her Master of Science (MS) degree in 2003. She has served as our Chief Operating Officer since July 2024 and has also served as the Chief Operating Officer of HomewardVet in Davidson, NC since March 2025. From July 2023 to July 2024, Dr. Templeton served as our Director of Clinical Resources. From 2019 to 2023, she owned and

operated Vet to Vet Coaching, LLC in Raleigh, NC, providing business and leadership development coaching and consulting services to veterinary professionals. From 2015 to 2020, she owned and operated Veterinary Housecalls of Raleigh as the primary veterinarian. From 2007 to 2015, she served as an associate veterinarian in small animal general practice.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Initial Franchise Fee

When you sign your franchise agreement, you must pay us an Initial Franchise Fee ("Franchise Fee") of $10,000. The Franchise Fee is due in a lump sum upon signing the franchise agreement, and is fully earned and non-refundable upon receipt of payment, regardless of whether you ultimately open or operate the Moves Business.

Conversion Franchise Fee

For those individuals who currently operate a specialty veterinary practice and have not had any affiliation with us or our affiliate(s), we offer Conversion Franchisees a discounted Franchise Fee based on the gross receipts during the previous 12 month period (the "Conversion Franchise Fee"). The Conversion Franchise Fee is payable in one lump-sum upon signing your franchise agreement. The Conversion Franchise Fee is due in a lump sum upon signing the franchise agreement, and is fully earned and non-refundable upon receipt of payment.

Licensed Technician Fees

If you elect to source a Technician from us for assistance in your Moves Business, you will pay us our actual costs in hiring the Technician which may include their salary and benefits plus a 15% administrative fee (the "Technician Fees"). The Technician Fees are payable monthly, are fully earned and non-refundable upon receipt of payment.

Technology Fee

Beginning the month before you open your Moves Business, you must pay to us our then-current Technology Fee (the "Technology Fee"). The Technology Fee is uniform and includes a license to use the client's approved software application and text messaging capabilities; up to two (2) email addresses; inclusion in the Moves directory; a license to participate in the client's internal communication platform; access to the client's pre-paid email marketing campaigns; access to the pre-paid CRM system. The first Technology Fee is due before you open your Moves Business, is fully earned and non-refundable upon receipt of payment.

ITEM 6
OTHER FEES

Name of Fee[(1)]	Amount[(4)]	Due Date	Remarks
Royalty Fee	20% of Gross Sales	Monthly	We will collect all fees from your customers. Upon collection of all fees, we will retain all amounts owed to us and remit the remaining balance to you on a monthly basis. The Royalty shall include a registration to the Moves U initial training and company retreats (but not travel and lodging expenses); access to our Launch Director to assist with your launch; access to our Referral Partner Coordinator; access to business coaches and mentors approved by us; our provision of invoicing and collections support; access to our Human Resources department; up to four (4) direct mail pieces per year mailed to all veterinarians in your Territory; and access to the brand, trade secrets and national awareness. The Royalty shall not include any costs associated with Continuing Education events you choose to hold; however, we will offer assistance at our discretion.
Technology Fee	Currently, $1,500 per month	Monthly	You will pay ongoing fees for various technology services. These services include a license to use the Franchisor's approved software application and text messaging capabilities; up to two (2) email addresses; inclusion in the Moves directory; a license to participate in the Franchisor's internal communication platform; access to the Franchisor's pre-paid email marketing campaigns; and access to the pre-paid CRM system. The specific services and the applicable fees will vary over time. Payment shall be due at the same time and in the same manner as the Royalty Fee.
Technician Fee	An amount equal to our actual costs plus 15%.	As incurred	If you elect to source a Technician from us for assistance in your Moves Business, you agree to pay us our actual costs in hiring the Technician. These costs may include their salary, benefits, and an additional 15% administrative fee. The total amount will be disclosed

Name of Fee[1]	Amount[4]	Due Date	Remarks
			and agreed upon prior to the hiring of the Technician.
Transfer Fee	$1,500	Payable upon approval of transfer.	Payable if you transfer the Franchise Agreement and/or substantially all of the assets of the Moves Business, or if there is a transfer of direct or indirect ownership interest in the Franchisee that results in a change in control of the Franchisee.
Renewal Fee	$10,000	At the time you sign the new franchise agreement	Payable if you meet the necessary qualifications to renew your Franchise Agreement and choose to enter into a successor franchise agreement.
Insurance	Reimbursement of our costs, plus an administrative fee of $500	On demand	We reserve the right, but are not obligated, to obtain insurance coverage for your Moves Business if you fail to maintain the required insurance coverage as outlined in the franchise agreement.
Non-Compliance Fee	$100 for the first non-compliance for which we give you written notice; $250 for the second; $500 for the third and subsequent.	If incurred	Payable upon your failure to comply with our System standards and requirements. This fee is in addition to all other remedies that we have under the Franchise Agreement. This fee will only be charged if you fail to comply with our System standards and requirements and fail to cure such failure within the stated cure period.
Liquidated Damages	The average Royalty Fee and Technician Fee, if incurred, paid by you during the previous 18 months multiplied by the lesser of 48 or the number of months left in the Franchise Agreement.	In incurred	Payable if we terminate the franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.

Explanatory Notes

1. The royalty fee, technology fee, and technician fee are paid by us withholding those funds from the amounts paid to and collected by us. These fees are uniform and non-refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. All other amounts due to us or our affiliates, if any, are required to be paid by you via electronic funds transfer ("EFT") or other similar means. You are required to complete our then-current, EFT authorization. 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.

2. "Gross Sales" are defined in the Franchise Agreement as all revenue derived from operating the Moves Business, including, but not limited to, all amounts we receive from your customers for Services rendered as well as any and all amounts you receive at or away from the Moves Business from any Services or activities whatsoever including any that are in any way associated with the Marks, Copyrights or System, and whether from cash, check, barter, credit or debit card or credit transactions. Gross Sales also include all charges to the Clinic for services rendered, regardless of when these charges are made or the specific services performed; but excluding: (1) all federal, state or municipal sales, use or service taxes collected from customers and paid to the appropriate taxing authority; (2) customer refunds, adjustments, credits and allowances actually made by your Moves Business, provided that such refunds, adjustments, credits and allowances are documented and verifiable; and (3) any convenience fees charged by us to a Clinic's invoice if that Clinic pays by credit card, if allowable by applicable state law. The amount remitted to franchisee during each bi-weekly payment will not include this convenience fee in the total amount calculated.

3. We will designate the day(s) of the month (the "Payment Day") the payments are remitted to you. Currently, Payment Day is every second Monday; however, we will initiate payment to you on the Friday of the previous week. If the Payment Day falls on a national holiday, the payment is shall be made on the first weekday following the national holiday. We require will make all payments to you by electronic funds transfer. You agree to comply with the procedures we specify in our Manuals and perform such acts and sign and deliver such documents as may be necessary to accomplish payment by this method.

4. Should you opt to engage the services of a Technician provided by us to assist in your Moves Business's day-to-day operations, you agree to reimburse us or our affiliate, for the costs associated with employing the Technician. These costs include the Technician's salary and benefits. In addition to these costs, you will be charged an administrative fee, amounting to 15% of the total cost of employing the Technician. The Technician will be considered a W-2 employee of us or our affiliate, however, the financial responsibility for their employment costs shall be borne by you. This fee is optional and is only applicable if you choose to utilize the Technician's services.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Estimated Amount or Estimated Low – High Range		Method Of Payment	When Due	To Whom Payment is To Be Made
Franchise Fee	$10,000	$10,000	Lump Sum	At the time of signing Franchise Agreement	Us
Moves Vehicle (Down Payment and first 3 months of lease payments)	$0	$16,000	Monthly	Monthly	Third Parties
Fuel (3 months)	$150	$300	As Incurred	As Incurred	Third Parties
Initial Startup Equipment	$75,000	$125,000	Lump Sum or As Agreed	By agreement with provider	Third Parties
Licensed Technician Fees (3 months)	$0	$16,500	Lump Sum	Bi-Weekly	Us

Type of Expenditure	Estimated Amount or Estimated Low – High Range		Method Of Payment	When Due	To Whom Payment is To Be Made
Technology Fees (3 months)	$4,500	$4,500	Lump Sum	Monthly	Us
Professional Fees (lawyer, accountant, etc.)	$0	$3,500	As Agreed	By agreement with provider	Third Parties
Computer System	$800	$1,500	Lump Sum or As Agreed	By agreement with provider	Third Parties
Phone System	$150	$150	Monthly	Monthly	Third Parties
Uniforms	$500	$500	Lump Sum or As Agreed	By agreement with provider	Third Parties
Insurance (monthly premium)	$200	$400	Lump Sum or As Agreed	As Incurred	Third Parties
State and local business licenses, permits, filing fees, etc.	$500	$1,000	As Required	As Incurred	Third Parties
Travel and Lodging Expenses while Training	$2,000	$5,000	As Incurred	As Incurred	Third Parties
Additional Funds - 3 months	$50,000	$50,000	As Incurred	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT	**$143,800**	**$234,350**			

NOTES:

1. All payments and fees due us or our affiliates, if any, in this Item are non-refundable. Payments to third parties may be refundable if you and the third party agree to allow for a refund. The availability and terms of financing for third parties will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan.

2. The Franchise Fee or Conversion Franchise Fee is due upon the execution of the Franchise Agreement and is non-refundable.

3. You must have a means of transportation to operate the Moves Business. The low end estimate assumes you have a vehicles. The high end estimate assumes you will lease a vehicle for the business.

4. For internal medicine and surgery Specialty Services we estimate the cost for the startup equipment will be $125,000. For cardiology and radiology, we estimate the cost for the startup equipment will be $75,000.

5. If you elect to source a Technician from us for assistance in your Moves Business, you agree to pay us our actual costs in hiring the Technician which may include their salary and benefits plus a 15% administrative fee.

6. Additional Funds is an estimate of the funds needed to cover business (not personal) expenses during the first 3 months of operation of your Moves Business. You will need capital to support on-going costs of your business. New businesses (franchised or not) often have larger expenses

than revenues. As with most businesses, your costs will depend on factors such as how much you follow our recommended systems, your technical, marketing and general business skills, local economic conditions, the local market for your business, competition, local cost factors, location and the sales levels achieved by you. This is only an estimate, and we cannot guarantee that the amounts specified will be adequate. You may need substantial additional funds during the 3 months of initial operation or afterwards. The 3 month period from beginning business covers the time by which most Franchisees are fully in operation but does not mean that you will have reached "break-even" or any other financial position by that time. In addition, the estimates presented relate only to costs associated with your Moves Business and do not cover any personal, "living" or other expenses you may have. We've based this estimate of Additional Funds on our experience and that of our predecessor.

7. Total costs to begin operations and other financial requirements may be more or less than the figures specified above, as a function of the size of business (staff, anticipated volume of business, etc.) which you intend to operate, the area in which you intend to operate and other factors, as mentioned above. Many of these factors are primarily under your control in your independent operation of your Moves Business. You should review these figures carefully with a business advisor (such as an accountant) before making any decision to purchase the franchise. We've based this estimate of Additional Funds on our experience.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

System Standards

To protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate the Moves Business in strict conformance with our System standards, including the methods, standards, and specifications we prescribe from time to time in the Manual or otherwise in writing. The System standards may relate to any aspect of the appearance, function, cleanliness, and operation of the Moves Business.

Suppliers

While we do not require you to purchase any specific products, supplies, equipment, or services from any designated or approved suppliers for your Moves Business, you must ensure that any such items used or sold in your Moves Business meet the necessary requirements to maintain your license to practice veterinary medicine. It is your responsibility to maintain an inventory of items and supplies necessary for operating your Moves Business and providing services to Clinics.

We reserve the right to designate ourselves as an approved supplier, or as the only approved supplier, for additional particular products and services in the future.

We and our affiliates, if any, may receive rebates or other consideration from unaffiliated suppliers with respect to their sales of products or services to you or other Moves franchisees, whether or not the product or service is presently mentioned in this Item. We and our affiliates, if any, had not established any rebate programs as of the issuance date of this disclosure document.

None of our officers or directors owns an interest in any suppliers of products or services to our franchisees. In our last fiscal year, we and our affiliates, if any, did not receive any rebates or payments from approved suppliers on account of franchisee purchases or leases of required and approved items from those suppliers.

There currently are no purchasing or distribution cooperatives for the System. We and our affiliates, if any, do not currently negotiate purchase arrangements with suppliers for the benefit of our franchisees and our affiliates, if any. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

Point-of-Sale System and Other Computer System Requirements

We require that you use the approved Moves application software, which is covered by the Technology Fee. Apart from this, we currently do not require that you purchase any additional specific software and other technology from the suppliers that we designate from time to time. We reserve the right to designate specific software or other technology upon 30-days written notice to you.

Insurance

You will be required to procure and maintain insurance in the amounts we prescribe. You agree to provide us with proof of coverage within 10 business days of our request, in the form of a certificate of insurance or other evidence satisfactory to us.

Currently we require the following insurance:

- A commercial general liability policy with full limits, achieved either by primary or excess/umbrella insurance, for bodily injury and property damage of not less than $1,000,000 per occurrence, with an aggregate limit of not less than $2,000,000, to include products liability and contractual liability and contain no exclusion related to your compliance with mandatory or voluntary safety standards of the United States;

- An automobile liability insurance policy with limits of not less than $1,000,000 combined single limit;

- Veterinary malpractice insurance for Franchisee, employees, agents, and staff in an amount of not less than $1,000,000 per incident with a $3,000,000 annual aggregate; and

- If applicable, Workers' compensation insurance, including coverage for occupational disease, in the benefit amounts required by applicable laws, and employer's liability insurance, with limits of bodily injury by accident of not less than $1,000,000 each accident, bodily injury by disease of not less than $1,000,000 policy limit, and bodily injury by disease of not less than $1,000,000 each employee. This coverage must also include coverage for temporary and contingent workers.

All insurance policies, except your workers compensation and commercial property liability policies, must contain, or be endorsed to contain, a provision naming us, our affiliates, officers, directors, and related entities as additional insureds. Such policies shall be primary and non-contributory with respect to any policies carried by additional insureds. Specifically, with respect to liability arising from your premises, operations, products, and completed operations, the general liability policy should include an additional insured – grantor of franchise endorsement.

All required insurance policies, except for your Workers' Compensation policy, must be written by insurance companies with a rating of A-VIII (eight) or better in the most recent A.M. Best's Insurance Report (or other comparable publication we specify). Workers' Compensation policies can be issued by insurance companies with a policyholder rating of B plus (B+) or better. The specific insurance coverage requirements are outlined in the Manual and may be subject to change from time to time at our discretion.

We reserve the right to require that you obtain all or a portion of your insurance policies from a supplier designated by us.

As of the date of this disclosure document, the purchases and leases that you must make from us, from preferred suppliers, or according to our System Standards represent approximately 70% to 100% of your total purchases and leases in establishing, and approximately 10% to 20% of your total purchases and leases in operating, your Moves Business.

Notwithstanding the restrictions described in this Item, as discussed in Item 1, you will be solely and exclusively in control of all aspects of the practice of veterinary medicine and the delivery of veterinary care and related services. You will retain full authority to direct the veterinary, professional, and ethical aspects of your Moves Business. If you and/or the Clinic determine, in your or their professional judgment, that there is a Professional Conflict (as defined in Item 1), then you may deviate from the Franchise Agreement and System Standards to the extent you deem necessary to satisfy the applicable statutory, regulatory, or ethical obligations. Except in cases of a Professional Conflict, you are required to adhere to the Franchise Agreement and System Standards. In the event of a Professional Conflict, you must notify us in writing and provide details of the conflict and the necessary deviations from the Franchise Agreement and System Standards.

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	Item in Disclosure Document
a. Site selection and acquisition/ lease	2.1, 2.3, 4.1, 4.2 and 5.1	Items 7, 11 and 12
b. Pre-opening purchases/leases	2.3, 5.1, 5.2, 5.3, 5.4 and 6.4	Items 5, 6, 7, 8, 11 and 16
c. Site development and other pre-opening requirements	2.1, 2.3, 4.1, 4.3, 5.7, 6.4, 7.1 and 7.3	Items 6, 7 and 11
d. Initial and ongoing training	6.5, 7.1, 7.2 and 7.3	Item 11
e. Opening	5.1, 5.2 and 5.8	Item 11
f. Fees	6.1, 6.2, 6.3, 6.4, 6.5, 6.8, 6.9, 6.10 and 6.14	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manuals	5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 6.13, 8.2, 9.2, 11	Item 11
h. Trademarks and proprietary information	8 and 9	Items 13 and 14
i. Restrictions on products/services offered	5.3, 5.4 and 11.2	Items 11 and 16
j. Warranty and customer service requirements	5.5	None
k. Territorial development and sales quotas	2.1	Item 12
l. On-going product/service purchases	5.2, 5.4 and 11.2	Item 8
m. Maintenance, appearance and remodeling requirements	11.2	Items 11 and 17
n. Insurance	6.13, 11.2, 18.1, 18.2, 18.3 and 18.4	Items 7 and 8

Obligation	Section in Franchise Agreement	Item in Disclosure Document
o. Advertising	12.1, 12.2 and 12.3	Items 6, 7 and 11
p. Indemnification	17.4	Item 6
q. Owner's participation/ management/staffing	1.3, 7.1, and 11.10	Items 11 and 15
r. Records and reports	11.2, 11.5, 13.1 and 13.2	Item 11
s. Inspections and audits	13.1 and 13.2	Items 6 and 11
t. Transfer	14	Items 6 and 17
u. Renewal	3	Items 6 and 17
v. Post-termination obligations	16	Item 17
w. Non-competition covenants	10 and 16.5	Item 17
x. Dispute resolution	20	Item 17

ITEM 10
FINANCING

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

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

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

Pre-Opening Obligations: Before you open your Moves Business:

1. Assist you with selection of your Territory. If you have not done so prior to signing the Franchise Agreement, you must submit a proposed area or proposed Clinics for your Moves Business for our approval, within 30 days of signing the Franchise Agreement. We will approve or disapprove a Territory you propose for your Moves Business within 30 days after we receive from you all of the materials we request concerning the proposed Territory. If you are the first Moves business in a geographic area for the chosen Specialty Service, you will be permitted to operate at any and all Clinics within the geographic area within your chosen Specialty Service. In the event that another Moves franchise is sold in the geographic area or we or our affiliate decide to open in the geographic area under the same Specialty Service, we will work together to identify the Clinics that make up 85% of your revenue. This selection will be made based on a balanced consideration of your business growth, market conditions, and the interests of all franchisees in the same area. You will have 30-days from the date of notice of the pending sale to another franchisee or to us or an affiliate opening in the market to select the Clinics. If you fail to select the Clinics within that time period then we will have the right to select the Clinics for you. Once selected, you shall have the exclusive right to perform your chosen Specialty Service at the chosen Clinics; however, other franchisees offering different Specialty Services may operate in the same Clinics. If you are the second or subsequent Moves franchisee in a market for a given Specialty Service, you shall not operate at any Clinic that another franchisee has exclusivity in within that Specialty Service. If we cannot agree on the Clinics, we reserve the right to terminate the Franchise Agreement at our sole discretion without refunding any amounts to you. (Franchise Agreement, Section 4.1).

2. We will identify any other equipment, hardware and software (the "Operating Assets"), products, services, materials, inventory, equipment, uniforms, apparel, supplies and signs, emblems, lettering, logos and display materials, advertising, and financial and accounting services, necessary for the

Moves Business to begin or sustain operations (collectively, the "Business Materials"), the minimum standards and specifications that must be satisfied and the suppliers from whom these items may be purchased or leased (including us and/or our affiliates). We do not install or deliver the Operating Assets or Business Materials. (Franchise Agreement, Section 5.2)

3. We will provide you with access in text or electronic form to our Manuals during the term of your Franchise Agreement. As of the date of this disclosure document, the Manuals contain a total of 57 pages. A copy of the Table of Contents to the Manuals is attached to this disclosure document as Exhibit "I." (Franchise Agreement, Section 11.1).

4. Before the Business opens, we will provide to you and, if applicable, your technician with our initial training program. (Franchise Agreement, Section 7.1).

Time To Opening

We estimate that there will be an interval of approximately 1 to 3 months between the signing of the Franchise Agreement and the opening of your Moves Business; however, you must be open and operational within 3 months from signing the Franchise Agreement. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, and schedule initial training.

You may not open your Moves Business for business until: (1) we approve your Moves Business as developed according to our specifications and standards; (2) training has been completed to our satisfaction; (3) the Franchise Fee has been paid to us, subject to applicable state law; and (4) we have been furnished with copies of all required insurance policies, or such other evidence of insurance coverage and payment of premiums we request. (Franchise Agreement, Section 5.8)

Post-Opening Obligations: During your operation of your Moves Business, we will:

1. Perform all billing on your behalf and remit payment to you after withdrawal of all fees due to us on a bi-weekly basis. We will reconcile all payments due monthly. (Franchise Agreement, Section 5.5).

2. Advise you from time to time regarding the operation of your Moves Business based on inspections we make. In addition, we will provide guidance to you on standards, specifications and operating procedures and methods utilized by the Moves Businesses; purchasing required equipment, signs, products, materials and supplies; inventory practices and purchasing practices; use of suppliers and approved products and supplies sales, pricing policies and the like; employee, and management training; and administrative, bookkeeping and accounting procedures This guidance will, at our discretion, be furnished in our Manual, bulletins or other written materials and/or during telephone consultations and/or consultations at the Moves Business or elsewhere. (Franchise Agreement, Section 7.4).

3. Loan you one copy of the Operations Manuals (or make the Manuals available on-line or via other electronic format), consisting of such materials (which may include audiotapes, videotapes, magnetic media, computer software and written materials) that we generally furnish to franchisees for use in operating Moves Businesses. The Manuals contain mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") that we prescribe from time to time for operation of Moves Businesses and information relating to your other obligations under the Franchise Agreement and related agreements. (Franchise Agreement, Section 11.1).

4. Issue, modify and supplement System Standards for your Moves Business. These may establish minimum prices to the extent permitted by law. We may periodically modify System Standards to comply with applicable laws, rules and regulations, and these modifications may obligate you to invest

additional capital in the Moves Business and/or incur higher operating costs. However, these modifications will not alter your fundamental status and rights under the Agreement. (Franchise Agreement, Section 11.3).

5. As may be permitted by law, inspect and observe, photograph and videotape the operations of Moves Businesses, remove samples of any products, materials or supplies for testing and analysis, interview Moves Businesses' customers and personnel, and inspect and copy any books, records and documents relating to the operation of your Moves Business from time to time to assist you in complying with the Franchise Agreement and all System Standards. (Franchise Agreement, Section 13.1).

6. Provide ongoing training as described later in this Item (Franchise Agreement, Section 7).

Marketing Fund and Advertising Council

We do not have a Brand Development Fund that you must contribute to and have no intention of establishing one. We are not obligated to establish a Brand Development Fund or to conduct marketing on behalf of the System.

We do not have an advertising council and do not intend to create any Cooperative Advertising program.

Your Local Advertising

We do not require that you spend any amount for advertising and marketing your Moves Business.

Approval Requirement

If you elect to perform any advertising or promotion, all advertising and promotion by you must be in the type of media and format that we approve, must be conducted in a dignified manner, and must conform to our standards and requirements. You must submit written samples of all proposed advertising and promotional plans and materials for our approval at least 30 days before their intended use, unless the plans and materials were prepared by us or have been approved by us within the last 12 months. If we do not respond within 30 days, the materials shall be deemed disapproved., (Franchise Agreement, Section 12.1)

Website and Social Media

Websites (as defined below) are considered as "advertising" under the Franchise Agreement, and are subject (among other things) to our review and prior written approval before they may be used (as described above). As used in the Franchise Agreement, the term "Website" means an interactive electronic document contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to your Moves Business, Marks, us, or the System. The term Website includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website, the Franchise Agreement provides that you may not establish a Website, nor may you offer, promote, or sell any products or services, or make any use of the Proprietary Mark, through the Internet without our prior written approval. As a condition to granting any consent, we will have the right to establish any requirement that we deem appropriate, including a requirement that your only presence on the Internet will be through one or more web pages that we establish on our Website.

Any websites or other modes of electric commerce that we establish or maintain, including but not limited to any apps that we may introduce, may, in addition to advertising and promoting the products, programs

or services available at Moves businesses, also be devoted in part to offering Moves franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

You are not permitted to promote your Moves Business or use any of the Marks in any manner on any social or networking websites, such as Facebook, LinkedIn, X, or any other online platform, without our prior written consent. We alone may establish, maintain, modify or discontinue all internet activities pertaining to the System, including through the use of a page or profile on a social media website such as Facebook, Instagram, TikTok, X or Snapchat. You must comply with our System standards regarding the use of social media in your Moves Business's operation, including prohibitions on your and the Business's employees posting or blogging comments about the Business or the System, other than on a website or social media platform established or authorized by us ("social media" includes personal blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like X, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf. In addition, only we may respond to reviews of Moves businesses that are posted on Yelp, TripAdvisor and similar Websites. (Franchise Agreement, Section 12.3)

Computer Systems and POS System

You must acquire and use in developing and operating your Moves Business a computer system consisting of the computer services, components, equipment, computer hardware, telecommunications equipment or services, and other operating or communications software we designate or approve for use by the Moves Businesses (collectively, the "Software") that we may periodically specify in the manner we designate (collectively, the "Computer System").

You will have sole responsibility for the acquisition, operation, maintenance, and upgrading of the Computer System. As of the date of this disclosure document, our current suggested hardware and software requirements for the Computer System include an iPad and compatible mobile phone. The Computer System must contain and you must be reasonably proficient with such computer software and internet programs that we designate for use from time to time, including: database, spreadsheet, financial, word processing, communications, e-mail and calendaring programs. If you do not already have a computer system and peripherals that satisfy these requirements, we estimate that the Computer System will cost between $800 to $1,500. You will also incur fees for the telephone lines and high-speed Internet connection.

We do not have any obligation to provide ongoing maintenance, repairs, upgrades or updates to the Computer System. Nor do we have any obligation to reimburse you for any Computer System costs. You must maintain your Computer System and keep it in good repair. You must update or upgrade the Computer System as we require at any time during the term of the franchise. We estimate that the cost of optional or required maintenance, updating, upgrading or support contract will be between $100 and $1,000 per year. While we provide an estimate of the annual cost of any maintenance, updating, upgrading, or support contracts, there is no contractual limit on the frequency or cost of your obligation to upgrade or update the Computer System.

We have the right to independently access all information you collect, compile, store or generate related to the operation of the franchise, in compliance with applicable data protection laws and upon reasonable notice, and you must provide us with the necessary access to your Computer System to enable us to obtain such data. There are no contractual limitations on our right to access or retrieve any information contained and/or utilized by your Computer System, subject to compliance with applicable laws and regulations. (Franchise Agreement, Section 11.7).

Training

Before your Moves Business opens, we will provide our initial training ("Moves University") to you. (Franchise Agreement- Sections 7.1 and 7.2). You, and your technician if available, must complete the Moves University to our satisfaction, prior to opening your Moves Business. (Franchise Agreement- Section 7.3) You also must participate in all other activities required to operate your Moves Business. You are responsible for all travel, living and compensation expenses which you and your trainees incur in connection with training.

As of the date of this disclosure document, we provide the following initial training:

TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours Of On The Job Training	Location
Technology	2	0	Davidson, NC
Equipment Purchasing and Maintenance	2	0	Davidson, NC
Launch Preparation	2	0	Davidson, NC
Social Media	1	0	Davidson, NC
Technician Overview	1	0	Davidson, NC
Totals	**8**	**0**	

We will schedule initial Training for all new franchisees. You must complete the program at least 30 days before opening your Moves Business.

Training will be led by Ginger Templeton. Dr. Templeton is our Chief Operating Officer and has been a Veterinarian since 2010.

We may require you and/or your previously trained owners to attend periodic refresher training courses at such times and locations that we designate. If we require you, and/or your previously trained owners to re-take or attend additional or extended initial training at your expense. We will not charge a fee for such additional training. (Franchise Agreement- Section 7.2).

ITEM 12
TERRITORY

The franchise is granted for operation of a Moves Business in your entire market, as defined in Exhibit "A" to your Franchise Agreement, until another franchise is sold under your same Specialty Service or an affiliate of us, the Franchisor, is granted the rights to operate in the market under the same Specialty Service. You will be granted the right to perform Specialty Services to Clinics in exchange for the Franchise Fee or Conversion Franchise Fee. Specialties will be divided between surgery, cardiology, internal medicine, and radiology (each a "Specialty Service"). Once another franchise is sold in the market or we or our affiliate decides to open in the market under the same Specialty Service, you must select the Clinics, with our assistance, that make up 85% of your revenue. You have 30-days from the date of notice of the pending sale to another franchisee or an affiliate opening in the market to select the Clinics. If you fail to select the Clinics within that time period then we will have the right to select the Clinics that align with your revenue stream as documented by us. Once selected, you shall have the exclusive right to perform your chosen Specialty Service at the chosen Clinics; however, other franchisees offering different Specialty Services may operate in the same Clinics.

We will not operate or grant franchises for Moves Businesses offering the same Specialty Service within the Clinics you have selected and have exclusivity in. If you are the second or subsequent franchisee in a market for a given Specialty Service, you will be prohibited from marketing to or operating at any Clinic that another franchisee has exclusivity in within that Specialty Service.

You are permitted to operate your Moves Business outside of the Clinics you have selected and have exclusivity in, provided that you do not market to Clinics that have been selected by us, our affiliate or another Moves franchisee within the same Specialty Service. However, you may not operate at any Clinic under a different Specialty Service without our prior written approval. If, in our business judgment, there is a significant change in the operations, management, or any other aspect of the Clinics that we determine to be detrimental to your Moves Business potential, we will permit you to select new Clinics for your Specialty Service subject to availability.

You must notify us of all inquiries for services outside of your Specialty Service or from Clinics outside of those for which you have exclusive rights. We will forward these types of inquiries to the franchisee, if any, who has the rights to those Specialty Services or to those Clinics. If there is no existing franchisee within whose territory the prospective customer account is situated, we may allow you to provide the Services.

Except for our Moves website and any electronic marketing programs that we authorize, you are prohibited from marketing or selling through the Internet, World Wide Web, or any other electronic means of marketing and distribution of Products and Services, or any other distribution channel outside of your Moves Business.

We do not offer options, rights of first refusal or similar rights to acquire additional franchises.

Rights We Retain

Under the Franchise Agreement we (and our affiliates) retain the right in our sole discretion to:

1. Sell or otherwise distribute any products or services anywhere, whether at wholesale, retail or otherwise and whether or not using the Marks or System, without restriction of any kind, in any alternative or other channel of distribution other than mobile facilities providing services under the Marks and System, whether or not located in the Territory, and to customers located anywhere.

2. Distribute Moves branded products through any outlet (including sales through general retail stores, pet stores or otherwise and/or by electronic means) located anywhere;

3. Own and/or operate ourselves or authorize others to own and/or operate (a) any business located outside the Clinics, whether or not using the Marks and/or System, (b) any business anywhere, whether using the Marks and/or System or not, which is not substantially similar to the business franchised to you under the Agreement and/or (c) any business anywhere which does not use the Marks;

4. Acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, including arrangements in which we are acquired, and/or company-owned, franchised or other businesses are converted to another format, maintained under the Moves System or otherwise. The Moves Business awarded to you will fully participate in any conversion subject to any person/entity merging with, or acquiring us, reimbursing you for reasonable costs directly related to the conversion; and

5. Offer/provide products and/or services through the Internet, World Wide Web and/or other similar venues no matter where the customer is located.

We are not required to pay you any amount if we exercise any of these rights.

ITEM 13
TRADEMARKS

Primary Trademarks

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your Moves Business. The primary trademarks we use are the "Moves" (wordmark and design mark) and other names, logos, symbols, and associated designs and trade dress (the "Marks"). You may use and we require you to use the Marks in operating your Moves Business.

Trademark Registration

We have registered the following Mark on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE
MOBILE VETERINARY SPECIALISTS	6220941	December 15, 2020
MOVES	6255324	January 26, 2021

We have filed all required affidavits and renewals due for our principal trademarks.

You agree to follow our rules when using the Marks and not 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 may not use the Marks in connection with the sale of any product or service that is not previously authorized by us in writing.

There are no currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board or any state trademark administrator or court. We have no pending infringement, opposition or cancellation proceeding or pending material federal or state court litigation regarding our use or ownership rights in a trademark.

We are aware of veterinarians in Austin, TX and Atlanta, GA using the words "Mobile Veterinary Specialists" in their name. At the time of this disclosure document and upon recommendation of our trademark attorney, we have taken no action to stop this conduct.

Except for the above, we have no actual knowledge of any superior prior rights or infringing uses which could materially affect your use of such marks.

If any administrative or judicial proceeding arising from a claim or challenge to your use of any of our marks, you must immediately notify us, and we may take any such action as we deem appropriate in order to preserve and protect the ownership, identity and validity of the marks. We are only obligated to defend you from any claims arising from your use of our primary marks. If we decide to modify or discontinue the use of any mark and/or use one or more additional or substitute marks, you will be

responsible for the tangible costs (such as replacing signs and materials) associated with such a change. We are not required to reimburse you for any costs you incur in relation to any change or substitution, such as the cost of changing stationery or signage, and have no obligation or liability to you as a result of any change or substitution.

You are required to immediately notify us of any use of, or claims of rights to, a mark identical to or confusingly similar to our marks. We have the right, but not the obligation, to bring any action against any third party using such a similar mark. You are required to participate in any such action we bring against a third party at your own expense. We have the right to control any such litigation or administrative proceedings, including any settlement.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise that are owned or licensed by us. Neither we nor our affiliates have any pending patent applications that are material to the franchise.

We claim copyright protection and proprietary rights in all copyrightable aspects of the System, including our Operations Manual, our website, correspondence and communications with you or other franchisees relating to the System, training, advertising and promotional materials and other written materials used in operating a Moves Business.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements currently in effect that limit our right to use and/or authorize franchisees to use the copyrighted materials. There are no infringing uses actually known to us which could materially affect use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when in the best interest of the System. We need not participate in your defense and/or indemnify you for damages or expenses in proceedings involving a copyright.

The Operation Manual and other materials and information we may give you access to contain our confidential information that we treat as trade secrets. This information includes, but is not limited to, methods, formats, specifications, equipment, standards, procedures, sales and marketing techniques, knowledge of and experience in developing and operating Moves Businesses, knowledge of specifications for and suppliers of certain equipment, materials and supplies, and knowledge of the operating results and financial performance of Moves Businesses. You and your owners must not communicate or use our confidential information for the benefit of anyone else during the term of the Franchise Agreement. After the Franchise Agreement terminates or expires, you and your owners may no longer use the confidential information and must return it to us. We may require your employees, independent contractors or agents to sign a form of nondisclosure and non-competition agreement. We may regulate the form of agreement that you use and may require that we be made a third party beneficiary of that agreement with independent enforcement rights.

If you or your owners develop or learn of any new ideas, concepts, processes, techniques or improvements relating to the operation or promotion of your Moves Business, you must promptly notify us and give us all necessary information about such ideas, concepts, processes, techniques or improvements, without compensation. These ideas, concepts, processes, techniques or improvements will be considered our property and part of the System and will be considered works made-for-hire for us. You and your owners must sign whatever documents we request to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, processes, techniques or improvements.

You must provide us with a copy of an up-to-date signed Confidentiality, Nonsolicitation and Noncompetition Agreement (the "Confidentiality Agreement") in the form attached as Exhibit "H" for each of your personnel that is considered to be in a management capacity within 30 days of their commencement of employment.

You may not use our Confidential Information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

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

You must at all times faithfully, honestly and diligently perform your obligations under any Franchise Agreement, continuously exert your best efforts to promote and enhance Moves Businesses and not engage in any other business or activity that conflicts with your obligations to operate your Moves Business in compliance with the Franchise Agreement.

Either you, or one of your principal owners (with ownership of at least 20% of your Business Entity) must meet our qualifications and participate personally in the direct operation of your Moves Business ("Business Manager"). The Business Manager must hold a valid and currently effective veterinary license, maintain such license in good standing throughout the term of the Franchise Agreement, and immediately notify us of any disciplinary actions, investigations, or proceedings that could affect their licensure status.

At all times, your Moves Business must be under the direct supervision of your Business Manager. Our current qualifications for Business Managers are: (i) hold a valid and currently effective veterinary license; (ii) have a sufficient amount of experience to demonstrate to us that he/she is capable of managing a Moves Business; (iii) have management responsibility and authority over the Moves Business on a day-to-day basis; (iv) be actively employed on a full-time basis to manage Moves Business operations; (v) satisfactorily complete our initial training program and any other training programs we require during the term of your Franchise Agreement; and (vi) hold at least 20% ownership interest of the Business Entity.

We require your owners, Business Managers and any of your employees, independent contractors, agents, or representatives who may have access to our confidential information to sign Confidentiality and Non-Solicitation and Non-Competition Agreements with you that lists us as a third-party entity in the form attached to this disclosure document as Exhibit "H", subject to applicable state law. We require you to designate one of your owners as having authority to deal with us and to bind you to obligations with us. We have the right to communicate with and deal with that owner without having to simultaneously contact and obtain approval from each of your owners.

If you are a Business Entity, your owners must not only personally guarantee your obligations under the Franchise Agreement, but also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement. This includes both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. The form of "Principal Owner's Guaranty" is attached as Exhibit "E". We require you to complete a "Principal Owner's Statement" in the form attached as Exhibit "D," which describes all of your owners and their interests in you. You are required to identify one of your owners as having authority to communicate with us and enter into agreements with us on your behalf. We do not require the spouses of any owners to sign a Principal Owner's Guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require that Moves Businesses offer and sell only those Specialty Services licensed by us. This mandate will not be construed as permitting us to make or influence decisions relating to diagnosis or treatment of patients, which are matters reserved exclusively for the discretion and judgment of the licensed veterinarian. It is nevertheless important that the Moves System maintain uniformity. This benefits all of our franchisees.

You agree to provide our then-current approved discounts for employee's and non-profit organizations. Subject to applicable law, you may not sign any agreement that provides a discount to any customer that is a business entity or non-profit organization without our prior written approval.

We may also add new services or products that you may be required to offer, or otherwise change the services or products that you are required to offer. There are no limitations on our right to make additions or changes to the System.

Notwithstanding the requirements described in this Item, as discussed in Item 1, you will be solely and exclusively in control of all aspects of the practice of veterinary medicine and the delivery of veterinary care and related services by or through the Moves Business. You will retain full authority to direct the veterinary, professional, and ethical aspects of the Moves Business. If you and/or any Clinic determine, in your or their professional judgment, that there is a Professional Conflict (as defined in Item 1), then you may deviate from the Franchise Agreement and System Standards to the extent you deem necessary to satisfy the applicable statutory, regulatory, or ethical obligations. Except in cases of a Professional Conflict, you must follow the Franchise Agreement and System Standards.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP		
Provisions	**Section in Franchise or Other Agreement**	**Summary**
(a) Length of the Franchise Term	Section 2.2	10 years
(b) Renewal or extension of the term	Section 3.1	If you are in good standing, you can acquire a successor franchise for successive additional 5-year terms on our then current terms and conditions.
(c) Requirements for franchisee to renew or extend	Sections 3.1, 3.3, & 3.4	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 Moves Business after the initial term of your Franchise Agreement expires. You must give us written notice of your intention to acquire a successor franchise; sign our then-current franchise agreement, which may be materially different except

THE FRANCHISE RELATIONSHIP		
Provisions	**Section in Franchise or Other Agreement**	**Summary**
		that the Royalties will be the same as the prior franchise agreement; pay our then-current fees except the initial franchise fee; sign a general release; and satisfactorily complete any new training and refresher programs we may require.
(d) Termination by franchisee	Section 15.1	You may terminate under any grounds permitted by applicable law.
(e) Termination by franchisor without cause	Not Applicable	Not Applicable
(f) Termination by franchisor with cause	Section 15.2	We can terminate only if you commit one of several violations. (subject to applicable state law)
(g) "Cause" defined - curable defaults	Sections 15.2	You have 5 days to cure health, safety or sanitation law violations; 10 days to cure monetary defaults to us or Approved Suppliers; 24 hours to cure the sale of unauthorized products; and 30 days to cure any order appointing receiver, trustee or liquidator. (subject to applicable state law)
(h) "Cause" defined - non-curable defaults	Section 15.2	Non-curable defaults include, but are not limited to, material misrepresentation or omission; loss of veterinary license; failure to complete training; failure to open your Moves Business within the required timeframe; unapproved transfers; conviction of or a plea of no contest to, a felony or other serious crime; dishonest or unethical conduct; unauthorized assignment of the Franchise Agreement or of an ownership interest in you or the Moves Business; unauthorized use or disclosure of the Manuals or confidential information; failure to pay taxes, repeated defaults (even if cured); and bankruptcy. (subject to applicable state law)
(i) Franchisee's obligations on termination/ non-renewal	Section 16	The Franchisee's obligations include payment of outstanding amounts and complete de-identification and return of confidential information to the Franchisor (also see (r) below).
(j) Assignment of contract by franchisor	Sections 14.1, 14.4, 14.5 and 14.6	No restriction on our right to assign.
(k) "Transfer" by franchisee - defined	Section 14.2	Voluntary or involuntary, direct or indirect assignment, sale, gift or other disposition

THE FRANCHISE RELATIONSHIP		
Provisions	**Section in Franchise or Other Agreement**	**Summary**
		of any interest in the Franchise Agreement, you or the Moves Business.
(l) Franchisor's approval of transfer by franchisee	Section 14.2	We have the right to approve all transfers, even to a Business Entity controlled by you.
(m) Conditions for franchisor approval of transfer	Section 14.3	New franchisee qualifies, you pay us all amounts due, transferee and its managerial employees agree to complete training, transferee agrees to be bound by terms and conditions of Franchise Agreement, our then-current form of Franchise Agreement is signed and the then-current initial franchise fee is paid, we approve material terms, you subordinate amounts due to you, and you sign other documents we require - including general releases in the form provided in Exhibit "F" (also see r below).
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 14.8	We can match any offer for an ownership interest in you, your Franchise Agreement or your Moves Business provided that we may substitute cash for any form of payment at a discounted amount if an interest rate will be charged on any deferred payments, our credit will be deemed equal to that of any proposed purchaser, we will have no less than 60 days to prepare for closing and we receive all customary representations and warranties, as we specify.
(o) Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
(p) Death or disability of franchisee	Sections 14.5 and 14.6	Franchise or an ownership interest in you must be assigned to an approved buyer within 3 months and must be run by a trained manager during the period prior to the assignment. Assignment is subject to our right of first refusal.
(q) Non-competition covenants during the term of the franchise	Section 10	No interest in a competitive business, no controlling ownership interest in, or performance of services for, a competitive business anywhere. (subject to applicable state law)
(r) Non-competition covenants after the franchise is terminated or expires	Section 16.5; Exhibit "H"	The Franchisee and its owner(s) shall not engage in or have any interest in a competing business for a period of 2 years following the termination of the franchise agreement, either directly or indirectly, at

THE FRANCHISE RELATIONSHIP		
Provisions	**Section in Franchise or Other Agreement**	**Summary**
		any Clinic that the Franchisee operated at during the term of the franchise agreement or within a 100-meter radius of any Clinic that the Franchisee operated at during the term of the franchise agreement. This restriction also applies following any assignment of this agreement. (subject to applicable state law)
(s) Modification of the agreement	Section 19.1	No modifications except by written agreement, but Manuals and System Standards are subject to change.
(t) Integration/merger clause	Section 20.19	The terms of the Franchise Agreement (including the Manuals, System Standards, addenda and exhibits) are binding, subject to applicable state law. However, nothing in the Franchise Disclosure Document, Franchise Agreement, or other documents provided to the franchisee by the franchisor is intended to limit or disclaim any representations or warranties made by the franchisor or its agents.
(u) Dispute resolution by arbitration or mediation	Sections 20.1 - 20.6 and 20.9	Arbitration is required under the Franchise Agreement for all disputes, except for those where we seek injunctive relief, protect our intellectual property (Marks or Copyrights), or enforce the non-compete or confidentiality obligations. For these exceptions, Mediation is not required as a condition precedent to litigation.
(v) Choice of forum	Section 20.4	Arbitration in Mecklenburg County, North Carolina (subject to applicable state law).
(w) Choice of law	Section 20.12	North Carolina law applies (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 provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the

information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

As of December 31, 2024, we had 32 company-owned Moves businesses with 27 of the Moves businesses being operational for at least 12 consecutive months. The tables below illustrate the monthly revenue and expenses associated with the 25th and 75th percentile of the locations based on the Specialty Service offered along with projections for certain expenses in the second, third and fourth years of operation.

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INTERNAL MEDICINE

Internal Medicine - Low Case

Name	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total - Year 1	Year 2	Year 3	Year 4
Beginning Cash Balance	50,000	50,504	51,008	51,511	61,303	71,094	80,885	92,496	104,107	115,717	130,560	145,402	50,000	160,245	372,819	601,661
Franchise Net Cash Flow	504	504	504	9,791	9,791	9,791	11,611	11,611	11,611	14,842	14,842	14,842	110,245	212,574	228,842	246,273
Ending Cash Balance	**50,504**	**51,008**	**51,511**	**61,303**	**71,094**	**80,885**	**92,496**	**104,107**	**115,717**	**130,560**	**145,402**	**160,245**	**160,245**	**372,819**	**601,661**	**847,934**
Cash Influx - WC Loan	-	-	-	-	-	-	-	-	-	-	-	-	**50,000**	-	-	-
Specialist Revenue	**11,509**	**11,509**	**11,509**	**22,836**	**22,836**	**22,836**	**25,054**	**25,054**	**25,054**	**28,995**	**28,995**	**28,995**	**265,183**	**448,450**	**475,357**	**503,879**
Operational Expenses													-			
Cost of Goods Sold	691	691	691	1,370	1,370	1,370	1,503	1,503	1,503	1,740	1,740	1,740	15,911	26,907	28,521	30,233
Fuel/Electricity	115	115	115	228	228	228	251	251	251	290	290	290	2,652	4,485	4,754	5,039
Other	115	115	115	228	228	228	251	251	251	290	290	290	2,652	4,485	4,754	5,039
Vehicle Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Vehicle Insurance	200	200	200	200	200	200	200	200	200	200	200	200	2,400	2,400	2,400	2,400
Continuing Education, Licensing, Dues, Travel	300	300	300	300	300	300	300	300	300	300	300	300	3,600	3,600	3,600	3,600
Bookkeeping	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Tax Preparation	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Health Insurance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	12,000	12,000	12,000
Cell Phone	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Total - Operational Expenses	**2,921**	**2,921**	**2,921**	**3,827**	**3,827**	**3,827**	**4,004**	**4,004**	**4,004**	**4,320**	**4,320**	**4,320**	**45,215**	**59,876**	**62,029**	**64,310**
MOVES Fees													-			
Royalty Fee	1,151	1,151	1,151	2,284	2,284	2,284	2,505	2,505	2,505	2,900	2,900	2,900	26,518	89,690	95,071	100,776
Leased Technician Wages	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	52,500	55,000	57,500	60,000
Leased Technician Taxes & Benefits	350	350	350	350	350	350	350	350	350	350	350	350	4,200	4,400	4,600	4,800
Leased Technician Fee	709	709	709	709	709	709	709	709	709	709	709	709	8,505	8,910	9,315	9,720
Technology Fee	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	18,000	18,000	18,000
Total - MOVES Fees	**8,085**	**8,085**	**8,085**	**9,217**	**9,217**	**9,217**	**9,439**	**9,439**	**9,439**	**9,833**	**9,833**	**9,833**	**109,723**	**176,000**	**184,486**	**193,296**
Total - Franchise EBITDA	**504**	**504**	**504**	**9,791**	**9,791**	**9,791**	**11,611**	**11,611**	**11,611**	**14,842**	**14,842**	**14,842**	**110,245**	**212,574**	**228,842**	**246,273**
EBITDA Margin %	***4%***	***4%***	***4%***	***43%***	***43%***	***43%***	***46%***	***46%***	***46%***	***51%***	***51%***	***51%***	***42%***	***47%***	***48%***	***49%***
Total - Franchise Net Cash Flow	**504**	**504**	**504**	**9,791**	**9,791**	**9,791**	**11,611**	**11,611**	**11,611**	**14,842**	**14,842**	**14,842**	**160,245**	**212,574**	**228,842**	**246,273**
Franchisee Gross Compensation	**504**	**504**	**504**	**9,791**	**9,791**	**9,791**	**11,611**	**11,611**	**11,611**	**14,842**	**14,842**	**14,842**	**110,245**	**212,574**	**228,842**	**246,273**
% of Revenue	***4%***	***4%***	***4%***	***43%***	***43%***	***43%***	***46%***	***46%***	***46%***	***51%***	***51%***	***51%***	***42%***	***47%***	***48%***	***49%***

Internal Medicine - High Case

Name	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total - Year 1	Year 2	Year 3	Year 4
Beginning Cash Balance	50,000	63,884	77,768	91,652	112,177	132,702	153,228	177,238	201,249	225,259	252,341	279,424	50,000	306,506	630,893	978,256
Franchise Net Cash Flow	13,884	13,884	13,884	20,525	20,525	20,525	24,010	24,010	24,010	27,082	27,082	27,082	256,506	324,387	347,363	371,905
Ending Cash Balance	**63,884**	**77,768**	**91,652**	**112,177**	**132,702**	**153,228**	**177,238**	**201,249**	**225,259**	**252,341**	**279,424**	**306,506**	**306,506**	**630,893**	**978,256**	**1,350,162**
Specialist Revenue	**27,826**	**27,826**	**27,826**	**35,926**	**35,926**	**35,926**	**40,176**	**40,176**	**40,176**	**43,922**	**43,922**	**43,922**	**443,550**	**603,745**	**639,970**	**678,368**
Operational Expenses													-			
Cost of Goods Sold	1,670	1,670	1,670	2,156	2,156	2,156	2,411	2,411	2,411	2,635	2,635	2,635	26,613	36,225	38,398	40,702
Fuel/Electricity	278	278	278	359	359	359	402	402	402	439	439	439	4,436	6,037	6,400	6,784
Other	278	278	278	359	359	359	402	402	402	439	439	439	4,436	6,037	6,400	6,784
Vehicle Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Vehicle Insurance	200	200	200	200	200	200	200	200	200	200	200	200	2,400	2,400	2,400	2,400
Continuing Education, Licensing, Dues, Travel	300	300	300	300	300	300	300	300	300	300	300	300	3,600	3,600	3,600	3,600
Bookkeeping	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Tax Preparation	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Health Insurance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	12,000	12,000	12,000
Cell Phone	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Total - Operational Expenses	**4,226**	**4,226**	**4,226**	**4,874**	**4,874**	**4,874**	**5,214**	**5,214**	**5,214**	**5,514**	**5,514**	**5,514**	**59,484**	**72,300**	**75,198**	**78,269**
MOVES Fees													-			
Royalty Fee	2,783	2,783	2,783	3,593	3,593	3,593	4,018	4,018	4,018	4,392	4,392	4,392	44,355	120,749	127,994	135,674
Leased Technician Wages	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	52,500	55,000	57,500	60,000
Leased Technician Taxes & Benefits	350	350	350	350	350	350	350	350	350	350	350	350	4,200	4,400	4,600	4,800
Leased Technician Fee	709	709	709	709	709	709	709	709	709	709	709	709	8,505	8,910	9,315	9,720
Technology Fee	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	18,000	18,000	18,000
Total - MOVES Fees	**9,716**	**9,716**	**9,716**	**10,526**	**10,526**	**10,526**	**10,951**	**10,951**	**10,951**	**11,326**	**11,326**	**11,326**	**127,560**	**207,059**	**217,409**	**228,194**
Total - Franchise EBITDA	**13,884**	**13,884**	**13,884**	**20,525**	**20,525**	**20,525**	**24,010**	**24,010**	**24,010**	**27,082**	**27,082**	**27,082**	**256,506**	**324,387**	**347,363**	**371,905**
EBITDA Margin %	***50%***	***50%***	***50%***	***57%***	***57%***	***57%***	***60%***	***60%***	***60%***	***62%***	***62%***	***62%***	***58%***	***54%***	***54%***	***55%***
Total - Franchise Net Cash Flow	**13,884**	**13,884**	**13,884**	**20,525**	**20,525**	**20,525**	**24,010**	**24,010**	**24,010**	**27,082**	**27,082**	**27,082**	**306,506**	**324,387**	**347,363**	**371,905**
Franchisee Gross Compensation	**13,884**	**13,884**	**13,884**	**20,525**	**20,525**	**20,525**	**24,010**	**24,010**	**24,010**	**27,082**	**27,082**	**27,082**	**256,506**	**324,387**	**347,363**	**371,905**
% of Revenue	***50%***	***50%***	***50%***	***57%***	***57%***	***57%***	***60%***	***60%***	***60%***	***62%***	***62%***	***62%***	***58%***	***54%***	***54%***	***55%***

SURGERY

Surgery - Low Case

Name	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total - Year 1	Year 2	Year 3	Year 4
Beginning Cash Balance	50,000	55,324	60,648	65,972	78,924	91,876	104,828	116,804	128,779	140,755	169,901	199,047	50,000	228,193	429,693	646,797
Franchise Net Cash Flow	5,324	5,324	5,324	12,952	12,952	12,952	11,975	11,975	11,975	29,146	29,146	29,146	178,193	201,500	217,104	233,830
Ending Cash Balance	**55,324**	**60,648**	**65,972**	**78,924**	**91,876**	**104,828**	**116,804**	**128,779**	**140,755**	**169,901**	**199,047**	**228,193**	**228,193**	**429,693**	**646,797**	**880,627**
Specialist Revenue	**20,663**	**20,663**	**20,663**	**31,719**	**31,719**	**31,719**	**30,303**	**30,303**	**30,303**	**55,188**	**55,188**	**55,188**	**413,620**	**528,492**	**560,202**	**593,814**
Operational Expenses													-			
Cost of Goods Sold	3,926	3,926	3,926	6,027	6,027	6,027	5,758	5,758	5,758	10,486	10,486	10,486	78,588	100,413	106,438	112,825
Fuel/Electricity	207	207	207	317	317	317	303	303	303	552	552	552	4,136	5,285	5,602	5,938
Other	207	207	207	317	317	317	303	303	303	552	552	552	4,136	5,285	5,602	5,938
Vehicle Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Vehicle Insurance	200	200	200	200	200	200	200	200	200	200	200	200	2,400	2,400	2,400	2,400
Continuing Education, Licensing, Dues, Travel	300	300	300	300	300	300	300	300	300	300	300	300	3,600	3,600	3,600	3,600
Bookkeeping	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Tax Preparation	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Health Insurance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	12,000	12,000	12,000
Cell Phone	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Total - Operational Expenses	**6,339**	**6,339**	**6,339**	**8,661**	**8,661**	**8,661**	**8,364**	**8,364**	**8,364**	**13,590**	**13,590**	**13,590**	**110,860**	**134,983**	**141,642**	**148,701**
MOVES Fees																
Royalty Fee	2,066	2,066	2,066	3,172	3,172	3,172	3,030	3,030	3,030	5,519	5,519	5,519	41,362	105,698	112,040	118,763
Leased Technician Wages	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	52,500	55,000	57,500	60,000
Leased Technician Taxes & Benefits	350	350	350	350	350	350	350	350	350	350	350	350	4,200	4,400	4,600	4,800
Leased Technician Fee	709	709	709	709	709	709	709	709	709	709	709	709	8,505	8,910	9,315	9,720
Technology Fee	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	18,000	18,000	18,000
Total - MOVES Fees	**9,000**	**9,000**	**9,000**	**10,106**	**10,106**	**10,106**	**9,964**	**9,964**	**9,964**	**12,453**	**12,453**	**12,453**	**124,567**	**192,008**	**201,455**	**211,283**
Total - Franchise EBITDA	**5,324**	**5,324**	**5,324**	**12,952**	**12,952**	**12,952**	**11,975**	**11,975**	**11,975**	**29,146**	**29,146**	**29,146**	**178,193**	**201,500**	**217,104**	**233,830**
EBITDA Margin %	***26%***	***26%***	***26%***	***41%***	***41%***	***41%***	***40%***	***40%***	***40%***	***53%***	***53%***	***53%***	***43%***	***38%***	***39%***	***39%***
Total - Franchise Net Cash Flow	**5,324**	**5,324**	**5,324**	**12,952**	**12,952**	**12,952**	**11,975**	**11,975**	**11,975**	**29,146**	**29,146**	**29,146**	**228,193**	**201,500**	**217,104**	**233,830**
Franchisee Gross Compensation	**5,324**	**5,324**	**5,324**	**12,952**	**12,952**	**12,952**	**11,975**	**11,975**	**11,975**	**29,146**	**29,146**	**29,146**	**178,193**	**201,500**	**217,104**	**233,830**
% of Revenue	***26%***	***26%***	***26%***	***41%***	***41%***	***41%***	***40%***	***40%***	***40%***	***53%***	***53%***	***53%***	***43%***	***38%***	***39%***	***39%***

Surgery - High Case

Name	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total - Year 1	Year 2	Year 3	Year 4
Beginning Cash Balance	50,000	71,580	93,161	114,741	139,492	164,243	188,994	221,057	253,119	285,182	321,432	357,682	50,000	393,932	877,337	1,393,260
Franchise Net Cash Flow	21,580	21,580	21,580	24,751	24,751	24,751	32,063	32,063	32,063	36,250	36,250	36,250	343,932	483,405	515,923	550,578
Ending Cash Balance	**71,580**	**93,161**	**114,741**	**139,492**	**164,243**	**188,994**	**221,057**	**253,119**	**285,182**	**321,432**	**357,682**	**393,932**	**393,932**	**877,337**	**1,393,260**	**1,943,838**
Specialist Revenue	**44,223**	**44,223**	**44,223**	**48,818**	**48,818**	**48,818**	**59,415**	**59,415**	**59,415**	**65,484**	**65,484**	**65,484**	**653,822**	**1,006,297**	**1,066,675**	**1,130,675**
Operational Expenses													-			
Cost of Goods Sold	8,402	8,402	8,402	9,275	9,275	9,275	11,289	11,289	11,289	12,442	12,442	12,442	124,226	191,196	202,668	214,828
Fuel/Electricity	442	442	442	488	488	488	594	594	594	655	655	655	6,538	10,063	10,667	11,307
Other	442	442	442	488	488	488	594	594	594	655	655	655	6,538	10,063	10,667	11,307
Vehicle Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Vehicle Insurance	200	200	200	200	200	200	200	200	200	200	200	200	2,400	2,400	2,400	2,400
Continuing Education, Licensing, Dues, Travel	300	300	300	300	300	300	300	300	300	300	300	300	3,600	3,600	3,600	3,600
Bookkeeping	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Tax Preparation	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Health Insurance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	12,000	12,000	12,000
Cell Phone	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Total - Operational Expenses	**11,287**	**11,287**	**11,287**	**12,252**	**12,252**	**12,252**	**14,477**	**14,477**	**14,477**	**15,752**	**15,752**	**15,752**	**161,303**	**235,322**	**248,002**	**261,442**
MOVES Fees																
Royalty Fee	4,422	4,422	4,422	4,882	4,882	4,882	5,942	5,942	5,942	6,548	6,548	6,548	65,382	201,259	213,335	226,135
Leased Technician Wages	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	52,500	55,000	57,500	60,000
Leased Technician Taxes & Benefits	350	350	350	350	350	350	350	350	350	350	350	350	4,200	4,400	4,600	4,800
Leased Technician Fee	709	709	709	709	709	709	709	709	709	709	709	709	8,505	8,910	9,315	9,720
Technology Fee	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	18,000	18,000	18,000
Total - MOVES Fees	**11,356**	**11,356**	**11,356**	**11,816**	**11,816**	**11,816**	**12,875**	**12,875**	**12,875**	**13,482**	**13,482**	**13,482**	**148,587**	**287,569**	**302,750**	**318,655**
Total - Franchise EBITDA	**21,580**	**21,580**	**21,580**	**24,751**	**24,751**	**24,751**	**32,063**	**32,063**	**32,063**	**36,250**	**36,250**	**36,250**	**343,932**	**483,405**	**515,923**	**550,578**
EBITDA Margin %	***49%***	***49%***	***49%***	***51%***	***51%***	***51%***	***54%***	***54%***	***54%***	***55%***	***55%***	***55%***	***53%***	***48%***	***48%***	***49%***
Total - Franchise Net Cash Flow	**21,580**	**21,580**	**21,580**	**24,751**	**24,751**	**24,751**	**32,063**	**32,063**	**32,063**	**36,250**	**36,250**	**36,250**	**393,932**	**483,405**	**515,923**	**550,578**
Franchisee Gross Compensation	**21,580**	**21,580**	**21,580**	**24,751**	**24,751**	**24,751**	**32,063**	**32,063**	**32,063**	**36,250**	**36,250**	**36,250**	**343,932**	**483,405**	**515,923**	**550,578**
% of Revenue	***49%***	***49%***	***49%***	***51%***	***51%***	***51%***	***54%***	***54%***	***54%***	***55%***	***55%***	***55%***	***53%***	***48%***	***48%***	***49%***

CARDIOLOGY

Cardiology/Radiology - Low Case

Name	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total - Year 1	Year 2	Year 3	Year 4
Beginning Cash Balance	50,000	57,108	64,216	71,324	86,372	101,420	116,467	132,297	148,126	163,956	182,529	201,102	50,000	219,675	477,547	754,404
Franchise Net Cash Flow	7,108	7,108	7,108	15,048	15,048	15,048	15,829	15,829	15,829	18,573	18,573	18,573	169,675	257,871	276,857	297,168
Ending Cash Balance	**57,108**	**64,216**	**71,324**	**86,372**	**101,420**	**116,467**	**132,297**	**148,126**	**163,956**	**182,529**	**201,102**	**219,675**	**219,675**	**477,547**	**754,404**	**1,051,572**
Specialist Revenue	**18,653**	**18,653**	**18,653**	**27,885**	**27,885**	**27,885**	**28,794**	**28,794**	**28,794**	**31,985**	**31,985**	**31,985**	**321,954**	**484,449**	**513,516**	**544,327**
Operational Expenses													-			
Cost of Goods Sold	373	373	373	558	558	558	576	576	576	640	640	640	6,439	9,689	10,270	10,887
Fuel/Electricity	187	187	187	279	279	279	288	288	288	320	320	320	3,220	4,844	5,135	5,443
Other	187	187	187	279	279	279	288	288	288	320	320	320	3,220	4,844	5,135	5,443
Vehicle Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Vehicle Insurance	200	200	200	200	200	200	200	200	200	200	200	200	2,400	2,400	2,400	2,400
Continuing Education, Licensing, Dues, Travel	300	300	300	300	300	300	300	300	300	300	300	300	3,600	3,600	3,600	3,600
Bookkeeping	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Tax Preparation	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Health Insurance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	12,000	12,000	12,000
Cell Phone	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Total - Operational Expenses	**2,746**	**2,746**	**2,746**	**3,115**	**3,115**	**3,115**	**3,152**	**3,152**	**3,152**	**3,279**	**3,279**	**3,279**	**36,878**	**43,378**	**44,541**	**45,773**
MOVES Fees													-			
Royalty Fee	1,865	1,865	1,865	2,789	2,789	2,789	2,879	2,879	2,879	3,198	3,198	3,198	32,195	96,890	102,703	108,865
Leased Technician Wages	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	52,500	55,000	57,500	60,000
Leased Technician Taxes & Benefits	350	350	350	350	350	350	350	350	350	350	350	350	4,200	4,400	4,600	4,800
Leased Technician Fee	709	709	709	709	709	709	709	709	709	709	709	709	8,505	8,910	9,315	9,720
Technology Fee	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	18,000	18,000	18,000
Total - MOVES Fees	**8,799**	**8,799**	**8,799**	**9,722**	**9,722**	**9,722**	**9,813**	**9,813**	**9,813**	**10,132**	**10,132**	**10,132**	**115,400**	**183,200**	**192,118**	**201,385**
Total - Franchise EBITDA	**7,108**	**7,108**	**7,108**	**15,048**	**15,048**	**15,048**	**15,829**	**15,829**	**15,829**	**18,573**	**18,573**	**18,573**	**169,675**	**257,871**	**276,857**	**297,168**
EBITDA Margin %	***38%***	***38%***	***38%***	***54%***	***54%***	***54%***	***55%***	***55%***	***55%***	***58%***	***58%***	***58%***	***53%***	***53%***	***54%***	***55%***
Total - Franchise Net Cash Flow	**7,108**	**7,108**	**7,108**	**15,048**	**15,048**	**15,048**	**15,829**	**15,829**	**15,829**	**18,573**	**18,573**	**18,573**	**219,675**	**257,871**	**276,857**	**297,168**
Franchisee Gross Compensation	**7,108**	**7,108**	**7,108**	**15,048**	**15,048**	**15,048**	**15,829**	**15,829**	**15,829**	**18,573**	**18,573**	**18,573**	**169,675**	**257,871**	**276,857**	**297,168**
% of Revenue	***38%***	***38%***	***38%***	***54%***	***54%***	***54%***	***55%***	***55%***	***55%***	***58%***	***58%***	***58%***	***53%***	***53%***	***54%***	***55%***

Cardiology/Radiology - High Case

Name	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total - Year 1	Year 2	Year 3	Year 4
Beginning Cash Balance	50,000	68,598	87,195	105,793	136,310	166,826	197,343	234,343	271,343	308,344	348,806	389,268	50,000	429,730	870,375	1,340,971
Franchise Net Cash Flow	18,598	18,598	18,598	30,517	30,517	30,517	37,000	37,000	37,000	40,462	40,462	40,462	379,730	440,644	470,596	502,532
Ending Cash Balance	**68,598**	**87,195**	**105,793**	**136,310**	**166,826**	**197,343**	**234,343**	**271,343**	**308,344**	**348,806**	**389,268**	**429,730**	**429,730**	**870,375**	**1,340,971**	**1,843,503**
Specialist Revenue	**32,013**	**32,013**	**32,013**	**45,873**	**45,873**	**45,873**	**53,411**	**53,411**	**53,411**	**57,437**	**57,437**	**57,437**	**566,204**	**724,940**	**768,436**	**814,542**
Operational Expenses													-			
Cost of Goods Sold	640	640	640	917	917	917	1,068	1,068	1,068	1,149	1,149	1,149	11,324	14,499	15,369	16,291
Fuel/Electricity	320	320	320	459	459	459	534	534	534	574	574	574	5,662	7,249	7,684	8,145
Other	320	320	320	459	459	459	534	534	534	574	574	574	5,662	7,249	7,684	8,145
Vehicle Maintenance	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Vehicle Insurance	200	200	200	200	200	200	200	200	200	200	200	200	2,400	2,400	2,400	2,400
Continuing Education, Licensing, Dues, Travel	300	300	300	300	300	300	300	300	300	300	300	300	3,600	3,600	3,600	3,600
Bookkeeping	100	100	100	100	100	100	100	100	100	100	100	100	1,200	1,200	1,200	1,200
Tax Preparation	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Health Insurance	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	12,000	12,000	12,000
Cell Phone	150	150	150	150	150	150	150	150	150	150	150	150	1,800	1,800	1,800	1,800
Total - Operational Expenses	**3,281**	**3,281**	**3,281**	**3,835**	**3,835**	**3,835**	**4,136**	**4,136**	**4,136**	**4,297**	**4,297**	**4,297**	**46,648**	**52,998**	**54,737**	**56,582**
MOVES Fees													-			
Royalty Fee	3,201	3,201	3,201	4,587	4,587	4,587	5,341	5,341	5,341	5,744	5,744	5,744	56,620	144,988	153,687	162,908
Leased Technician Wages	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	4,375	52,500	55,000	57,500	60,000
Leased Technician Taxes & Benefits	350	350	350	350	350	350	350	350	350	350	350	350	4,200	4,400	4,600	4,800
Leased Technician Fee	709	709	709	709	709	709	709	709	709	709	709	709	8,505	8,910	9,315	9,720
Technology Fee	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	18,000	18,000	18,000
Total - MOVES Fees	**10,135**	**10,135**	**10,135**	**11,521**	**11,521**	**11,521**	**12,275**	**12,275**	**12,275**	**12,677**	**12,677**	**12,677**	**139,825**	**231,298**	**243,102**	**255,428**
Total - Franchise EBITDA	**18,598**	**18,598**	**18,598**	**30,517**	**30,517**	**30,517**	**37,000**	**37,000**	**37,000**	**40,462**	**40,462**	**40,462**	**379,730**	**440,644**	**470,596**	**502,532**
EBITDA Margin %	***58%***	***58%***	***58%***	***67%***	***67%***	***67%***	***69%***	***69%***	***69%***	***70%***	***70%***	***70%***	***67%***	***61%***	***61%***	***62%***
Total - Franchise Net Cash Flow	**18,598**	**18,598**	**18,598**	**30,517**	**30,517**	**30,517**	**37,000**	**37,000**	**37,000**	**40,462**	**40,462**	**40,462**	**429,730**	**440,644**	**470,596**	**502,532**
Franchisee Gross Compensation	**18,598**	**18,598**	**18,598**	**30,517**	**30,517**	**30,517**	**37,000**	**37,000**	**37,000**	**40,462**	**40,462**	**40,462**	**379,730**	**440,644**	**470,596**	**502,532**
% of Revenue	***58%***	***58%***	***58%***	***67%***	***67%***	***67%***	***69%***	***69%***	***69%***	***70%***	***70%***	***70%***	***67%***	***61%***	***61%***	***62%***

NOTES:

1. The above charts assume that a franchisee will lease a technician from us or our affiliate.
2. The above charts assume that a franchisee has a minimum of $50,000 of "Additional Funds" as stated in Item 7 to be used as working capital.
3. **Some locations have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

Other than the above, we do not make any representations about a franchisee's future financial performance or the past financial performance of Company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations whether 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 or projections of your future income, you should report it to the franchisor's management by contacting David Hoe, david@Moves.com, 120 South Main Street, Suite C, Davidson, NC 28036 and 704-764-6334, the Federal Trade Commission, and the appropriate state regulatory agency.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	17	21	+4
	2023	21	27	+6
	2024	27	32	+5
Total	**2022**	**17**	**21**	**+4**
	2023	**21**	**27**	**+6**
	2024	**27**	**32**	**+5**

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2022 to 2024

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

Table No. 3
Status of Franchised Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
NC	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Total	**2022**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 4
Status of Company-Owned Outlets
For Years 2022 to 2024

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State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
California	2022	0	2	0	0	0	2
	2023	2	1	0	0	0	3
	2024	3	0	0	0	0	3
Colorado	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
	2024	4	1	0	0	0	5
Connecticut	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Florida	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Georgia	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Illinois	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Maryland	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
Massachusetts	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Michigan	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
Missouri	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Nevada	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
New Hampshire	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
North Carolina	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Pennsylvania	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
South Carolina	2022	1	1	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	1	0	1
	2022	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Texas	2023	0	3	0	0	0	3
	2024	3	1	0	0	0	4
Washington	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
Wisconsin	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Total	**2022**	**17**	**4**	**0**	**0**	**0**	**21**
	2023	**21**	**6**	**0**	**0**	**0**	**27**
	2024	**27**	**6**	**0**	**1**	**0**	**32**

Note: As of the issuance of this Disclosure Document, we have opened additional company-owned outlets in California, Florida, Georgia, North Carolina, Pennsylvania and Virginia.

Table No. 5
Projected Openings as of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-owned Outlets in the Current Fiscal Year
California	0	1	1
Florida	0	0	1
Georgia	0	0	1
Illinois	0	1	0
North Carolina	0	0	1
Pennsylvania	0	0	1
Virginia	0	0	1
Totals	**0**	**2**	**6**

Note: As of the issuance of this Disclosure Document, the above Company-owned outlets have opened.

The name, business address, and business telephone number of each current franchisee as of the date of this disclosure document are listed on Exhibit "L."

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of each franchisee who has had a Moves Business franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement and who has left the system during the most recently completed fiscal year, or has not communicated with us within 10 weeks of the issuance date of this disclosure document are listed in Exhibit "M."

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We are not offering any existing franchised outlets to prospective franchisees, including those that either have been reacquired by us or are still being operated by current franchisees pending a transfer. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

As of the date of this disclosure document, there are no franchisee organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

The franchisor has not been in the business of offering franchises for three years or more and cannot include all the financial statements required by the Rule for its last three fiscal years. Our audited financials for the fiscal year ended December 31, 2024 is attached as Exhibit "A" to this disclosure document. Our fiscal year end is December 31 of each year.

ITEM 22
CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included as exhibits to this disclosure document. These include:

Exhibit B:	Form of Franchise Agreement
Exhibit C:	Form of Conditional Assignment of Telephone Numbers and Listings
Exhibit D:	Form of Principal Owner's Statement
Exhibit F:	Confidentiality, Non-Solicitation and Non-Competition Agreement
Exhibit G:	State Specific Addenda and Riders

ITEM 23
RECEIPTS

You will find 2 copies of a detachable Receipt as the last 2 pages of this disclosure document. One Receipt must be signed, dated and delivered to us. The other Receipt should be retained for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

MOVES MANAGED SERVICES, INC (D/B/A VETMOVES)

Financial Statements for the
Year Ended December 31, 2024
and Independent Auditors' Report

GreerWalker

INDEPENDENT AUDITORS' REPORT

Board of Directors
Moves Managed Services, Inc. (d/b/a VetMoves)

Opinion

We have audited the financial statements of Moves Managed Services, Inc. (d/b/a VetMoves) (the "Company"), which comprise the balance sheet as of December 31, 2024, and the related statements of income, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

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

Basis for Opinion

We conducted our audit in accordance with generally accepted auditing standards in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 GAAP; this includes 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 for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

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

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In performing an audit in accordance with GAAS, we:

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

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

Grace Walker LLP

Certified Public Accountants
April 24, 2025
Charlotte, NC

MOVES MANAGED SERVICES, INC. (D/B/A VETMOVES)

BALANCE SHEET
DECEMBER 31, 2024

ASSETS	
CURRENT ASSETS:	
Cash	$ 1,922,972
Accounts receivable	890,362
Prepaid expenses and other assets	15,717
Total current assets	2,829,051
NON-CURRENT ASSETS:	
Property, net	1,165,107
Finance lease right-of-use assets, net	232,588
Operating lease right-of-use assets, net	787,462
Intangible asset, net	639,328
Total non-current assets	2,824,485
TOTAL	$ 5,653,536
LIABILITIES AND STOCKHOLDERS' EQUITY	
CURRENT LIABILITIES:	
Current portion of notes payable	$ 336,592
Current portion of finance lease liabilities	164,874
Current portion of operating lease liabilities	452,944
Accounts payable	42,126
Accrued expenses	482,045
Income tax payable	38,000
Total current liabilities	1,516,581
LONG-TERM LIABILITIES:	
Notes payable, net of current portion	426,937
Finance lease liabilities, net of current portion	101,150
Operating lease liabilities, net of current portion	337,764
Deferred income taxes	12,000
Total long-term liabilities	877,851
STOCKHOLDERS' EQUITY	3,259,104
TOTAL	$ 5,653,536

See notes to financial statements.

MOVES MANAGED SERVICES, INC. (D/B/A VETMOVES)

STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2024

SERVICE REVENUES	$ 18,956,818
COST OF SERVICE REVENUES	13,456,060
GROSS PROFIT	5,500,758
OPERATING EXPENSES	5,344,530
INCOME FROM OPERATIONS	156,228
OTHER INCOME (EXPENSE):	
Interest expense	(57,773)
Interest income	33,465
Other income	87,658
Total other, net	63,350
NET INCOME BEFORE INCOME TAXES	219,578
INCOME TAX PROVISION:	
Current	38,000
Deferred	32,000
Total	70,000
NET INCOME	$ 149,578

See notes to financial statements.

MOVES MANAGED SERVICES, INC. (D/B/A VETMOVES)

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2024

	Class A Common Stock $.0001 Par Value	Additional Paid-in Capital Common Stock	Class B Common Stock $.0001 Par Value	Additional Paid-in Capital Preferred Stock	Incentive Unit Holders	Accumulated Deficit	Total Stockholders' Equity
STOCKHOLDERS' EQUITY, JANUARY 1, 2024	$ 65	$ 3,918,384	$ 2	$ 918,665	$ 579,370	$ (2,096,153)	$ 3,320,333
ISSUANCE OF COMMON STOCK	7	4,763	-	17,236	-	-	22,006
INCENTIVE UNIT EXPENSE	-	-	-	-	75,467	-	75,467
REPURCHASE OF COMMON STOCK	(9)	-	-	-	-	(208,271)	(208,280)
DISTRIBUTIONS	-	-	-	-	-	(100,000)	(100,000)
NET INCOME	-	-	-	-	-	149,578	149,578
STOCKHOLDERS' EQUITY, DECEMBER 31, 2024	$ 63	$ 3,923,147	$ 2	$ 935,901	$ 654,837	$ (2,254,846)	$ 3,259,104

See notes to financial statements.

MOVES MANAGED SERVICES, INC. (D/B/A VETMOVES)

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2024

CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$	149,578
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation of property		548,261
Amortization of right-of-use assets		578,336
Amortization of intangible asset		210,026
Loss on disposal of property		73,588
Gain on termination of lease		(16,083)
Employee incentive units expense		75,467
Deferred income taxes		32,000
Change in operating assets and liabilities:		
Accounts receivable		(165,124)
Prepaid expenses and other assets		159,466
Operating lease liabilities		(402,089)
Accounts payable		(66,915)
Accrued expenses		22,643
Income tax payable		38,000
Net cash provided by operating activities		1,237,154
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property		(77,630)
Proceeds from the sale of property		35,500
Proceeds from the termination of leases		25,000
Capitalized software development costs		(155,853)
Net cash applied to investing activities		(172,983)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on notes payable		(342,329)
Payments on finance lease liabilities		(207,472)
Issuance of common stock		22,006
Repurchase of common stock		(208,280)
Distributions		(100,000)
Net cash applied to financing activities		(836,075)
NET CHANGE IN CASH		228,096
CASH, BEGINNING OF YEAR		1,694,876
CASH, END OF YEAR	$	1,922,972

See notes to financial statements.

1. SUMMARY OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Operations - Moves Managed Services, Inc. (d/b/a VetMoves) (the "Company") is a board-certified provider of mobile specialty veterinary services to veterinary practice clinics and animal hospitals throughout the United States of America.

Use of Accounting Estimates - The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of certain assets, liabilities and disclosures. Accordingly, the actual amounts could differ from those estimates. Any adjustments applied to estimated amounts are recognized in the year in which such adjustments are determined.

Cash - The Company maintains cash deposits with financial institutions that at times may exceed federally insured limits.

Accounts Receivable - The Company extends credit to its customers under standard payment terms, generally requiring payment within 15 days from the invoice date. Accounts receivable are reduced by an allowance for credit losses, which reflects management's estimate of the risk of loss due to credit default. The Company recognizes the amount of change in current expected credit losses as an allowance gain or loss in operating expenses in the accompanying statement of income. Accounts are written-off against the allowance when the Company has no reasonable expectation of recovering the receivable, either in its entirety or a portion thereof. As of December 31, 2024, management has determined than an allowance for its accounts receivable was not considered necessary as there were no material current expected credit losses. Additionally, there were no allowance gains or losses recorded during the year ended December 31, 2024.

Management estimates the allowance for credit losses by applying historical credit loss rates to accounts receivable aging categories. Management considers historical loss information to be a reasonable basis for its estimate as the composition of accounts receivable and the risk characteristics of its customers and lending practices have not changes significantly over time. In addition, accounts are pooled by aging category as the change in risk characteristics is similar as accounts age. Management has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information.

Property - Property is recorded at cost. Depreciation and amortization are computed using straight-line method over the estimated useful lives of the respective assets.

Leases - The Company assesses whether an arrangement is a lease, or contains a lease, upon inception of the contract. This assessment is based on: (1) whether the contract explicitly or implicitly involves the use of a distinct asset, (2) whether the Company obtains substantially all of the economic benefits from the use of that underlying asset during the term of the contract, and (3) whether the Company has the right to direct the use of the asset. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company recognizes most leases on its balance sheet as a right-of-use ("ROU") asset representing the right to use an underlying asset and lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the income statement. Lease expense for operating leases, consisting of lease payments, is recognized on a straight-line basis over the lease term and is included in operating expenses on the statement of income. Lease expense for finance leases consists of the amortization of the ROU asset on a straight-line basis over the lesser of the asset's estimated useful life or lease term and is included in operating expenses on the statement of income. Interest expense on finance leases is calculated using the amortized cost basis and is included in interest expense on the statement of income.

ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made on or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company uses the rate explicit or implicit in the lease. For leases where the explicit rate is not stated in the contract and implicit rate is not readily determinable, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date.

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

Intangible Asset - The Company's intangible asset consists of costs related to the production of the Company's proprietary software product after technological feasibility has been determined are capitalized and are being amortized on a straight-line basis over the estimated useful life of 5 years. Costs incurred to establish technological feasibility of the software, as well as maintenance and customer support costs are expensed as incurred.

Revenue Recognition - The Company derives its revenues primarily from providing specialty veterinary services to the patients of veterinary practice clinics and animal hospitals. Revenues are recognized when services are transferred to its clients in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services. This revenue operates under the standard service billing process. The transaction price is agreed upon in the contract. Revenue is recognized over time as the services are performed.

Sales and other taxes the Company collects concurrent with revenue-producing activities are excluded from revenue. Incremental costs incurred to obtain contracts are expensed when incurred as the amortization period of any related assets would be less than one year.

Various economic factors affect the Company's revenues and cash flows. These include the performance of the general economy and the Company's clients. The Company's clients are veterinary clinics and animal hospitals located throughout the United States of America.

The timing of revenue recognition, billings and cash collections results in billed accounts receivable. The balance of accounts receivable resulting from contracts with clients was $890,362 and $725,238 as of December 31, 2024 and 2023, respectively.

Income Taxes - The Company is subject to income taxes under subchapter C of the Internal Revenue Code. Deferred income taxes are provided for temporary differences between the basis of the Company's assets and liabilities for financial reporting and income tax purposes. Deferred income tax assets and liabilities represent future income tax return consequences for those differences which will either be deductible or taxable when the assets or liabilities are recovered or settled.

The Company records liabilities for income tax positions taken or expected to be taken when those positions are deemed uncertain to be upheld in an examination by taxing authorities. No liabilities for uncertain income tax positions were recorded as of December 31, 2024.

Advertising Expense - The Company expenses the cost of advertising as incurred. Advertising expense was approximately $409,000 for the year ended December 31, 2024.

Subsequent Events - In preparing its financial statements, the Company has evaluated subsequent events through April 24, 2025, which is the date the financial statements were available to be issued.

2. PROPERTY

Property consisted of the following as of December 31, 2024:

Equipment	$ 2,817,222
Furniture and fixtures	65,345
Less accumulated depreciation	(1,717,460)
Total, net	$ 1,165,107

3. INTANGIBLE ASSET

Intangible asset consisted of the following as of December 31, 2024:

Capitalized software development costs	$ 1,068,762
Less accumulated amortization	(429,434)
Total, net	$ 639,328

The following presents the estimated amortization expense for the intangible asset for each of the next five years:

Year ending December 31:	
2025	$ 213,752
2026	205,808
2027	135,896
2028	80,146
2029	3,726
Total	$ 639,328

4. NOTES PAYABLE

Notes payable consisted of the following as of December 31, 2024:

Notes payable to a finance institution, collateralized by certain equipment and personally guaranteed by the Company's majority stockholder, due in monthly installments totaling $9,218 as of December 31, 2024, including interest ranging from 2.90% to 6.99%, with maturities at various dates through January 2029.	$ 265,830
Note payable to a bank, collateralized by certain equipment and personally guaranteed by the Company's majority stockholder, due in monthly installments of $12,515, including interest at 3.99%, through March 2027.	322,466
Note payable to a bank, collateralized by substantially all of the Company's assets, due in monthly installments of $9,510, including interest at 3.65%, through July 2026.	175,233
Total	763,529
Less current portion	(336,592)
Noncurrent portion	$ 426,937

Aggregate maturities required on notes payable as of December 31, 2024 were as follows:

During the year ending December 31:	
2025	$ 336,592
2026	302,548
2027	101,338
2028	21,810
2029	1,241
Total	$ 763,529

5. LEASES

The Company leases their office space from an unrelated third party under an agreement classified as an operating lease for an initial term of 5 years expiring July 2026 with an option to renew for an additional 5 years through July 2031. The Company was not reasonably certain to exercise this option at lease commencement; therefore, it has been excluded from the determination of lease term and future lease payments. This operating lease agreement does not contain any material restrictive covenants or residual value guarantees.

The Company leases their vehicle fleet from an unrelated third party under a master lease agreement classified as operating leases for terms of 3 years expiring at various dates through November 2027. These operating lease agreements do not contain any material restrictive covenants. They do include residual value guarantees; however, the Company has not included these amounts in the calculation of ROU assets and lease liabilities as the likelihood of payment is not considered probable and the amounts are not reasonably estimable as of lease commencements.

The Company leases certain equipment from unrelated third parties under agreements classified as finance leases with interest rates ranging from 2.88% to 5.95% and expiring at various dates through February 2027. These finance lease agreements do not contain any material restrictive covenants or residual value guarantees.

The components of lease expense for the year ended December 31, 2024 were as follows:

Operating lease expense	$ 507,412
Finance lease expense – amortization of ROU assets	176,552
Finance lease expense – interest on lease liabilities	11,834
Total lease expense	$ 695,798

Supplemental balance sheet information related to leases as of December 31, 2024, was as follows:

Operating leases:	
Operating lease ROU asset, office space	$ 89,217
Operating lease ROU asset, vehicles	698,245
Total operating lease ROU assets	$ 787,462
Current operating lease liabilities, office space	$ 57,851
Current operating lease liabilities, vehicles	395,093
Total current operating lease liabilities	$ 452,944
Noncurrent operating lease liabilities, office space	$ 34,612
Noncurrent operating lease liabilities, vehicles	303,152
Total noncurrent operating lease liabilities	$ 337,764

Finance leases:

Finance lease ROU assets, equipment	$ 232,588
Current finance lease liabilities, equipment	$ 164,874
Noncurrent finance lease liabilities, equipment	$ 101,150
Weighted-average remaining lease term:	
Operating leases	1.91 years
Finance leases	1.58 years
Weighted-average discount rate:	
Operating leases	8.53%
Finance leases	3.13%

Future undiscounted cash flows for each of the next five years and thereafter, and a reconciliation to the lease liabilities recognized on the balance sheet as of December 31, 2024, were as follows:

	Operating	Finance
Year ending December 31:		
2025	$ 498,259	$ 170,855
2026	359,316	100,326
2027	48,724	2,172
Total undiscounted cash flows	906,299	273,353
Less present value discount	115,591	7,329
Total lease liabilities	$ 790,708	$ 266,024

6. INCOME TAXES

The income tax provision (benefit) for the year ended December 31, 2024 consisted of the following:

	Current	Deferred	Total
Federal	$ 38,000	$ 44,000	$ 82,000
State	-	(12,000)	(12,000)
Total provision	$ 38,000	$ 32,000	$ 70,000

The components of the deferred income taxes on the accompanying balance sheet as of December 31, 2024 were as follows:

Deferred income tax asset (liability):	
Property	$ (331,000)
Intangible asset	(160,000)
Accrual to cash basis adjustment	(59,000)
Net operating loss carry-forward	538,000
Deferred income tax liability	$ (12,000)

The effective income tax rates in 2024 differ from the federal statutory rate of 21% due to state income taxes and non-deductible expenses.

As of December 31, 2024, the Company had federal net operating loss carry-forwards totaling approximately $2,215,000, which were available to offset future federal taxable income. As of December 31, 2024, the Company had state net operating loss carry-forwards totaling approximately $1,438,000, which are available to offset future state taxable income. These state net loss carry-forwards will begin to expire in 2030 if not previously utilized.

7. STOCKHOLDERS' EQUITY

The stockholders of the Company are subject to stockholders' agreements which specify certain rights, privileges, preferences, and obligations of the stockholders. Among other things, the agreements stipulate the rights, privileges, preferences, and obligations of the stockholders, the terms and conditions under which shares can be sold or transferred, voting rights and covenants related to the shares.

The Company is authorized to issue two classes of shares to be designated, which are Class A Voting Common Stock and Class B Non-Voting Common Stock. Both the Class A and Class B Common Stock shall have a par value of $0.001 per share.

In January 2024, the Company repurchased 50 outstanding shares of Class B Common Stock at $37.44 per share totaling $1,872. In July 2024, the Company repurchased 4,646 outstanding shares of Class A Common Stock at $43.00 per share totaling $200,000. In October 2024, the Company repurchased 65 outstanding shares of Class B Common Stock at $69.65 per share totaling $4,527. In November 2024, the Company repurchased 50 outstanding shares of Class B Common Stock at $37.44 per share totaling $1,872.

In December 2024, the Company agreed to a stock repurchase agreement with a key stockholder to repurchase 139,382 outstanding shares of Class A Common Stock at $26.24 per share over time based on the Company's available funds as defined in the agreement. In addition, the stockholder is permitted to sale up to 70,000 of these outstanding shares to other employee or stockholders during a transfer window as defined in the agreement. In January 2025, the Company repurchased 26,600 outstanding shares of Class A Common Stock at $26.24 per share totaling $697,984.

Stockholders' equity as December 31, 2024 consisted of the following:

Class A Common Stock	
Authorized	800,000
Issued and outstanding	626,569
Class B Common Stock	
Authorized	200,000
Issued and outstanding	19,464

8. EMPLOYEE STOCK INCENTIVE PLAN

The Company has granted stock options ("options") to certain employees, which entitles the grantees the option to purchase the Company's Class B Common Stock for an exercise price ranging from $20.19 to $68.82 per share. These stock options generally vest over a period of 4 years and expire at 10 years, subject to certain conditions of the agreement.

Options transactions during the year ended December 31, 2024 were as follows:

	Number of options	Weighted average exercise price	Weighted average remaining contractual term
Outstanding as of January 1, 2024	14,956	$ 45.71	8.20 years
Options granted	10,344	$ 56.71	
Options exercised	(50)	$ 21.68	
Options forfeited	(8,142)	$ 56.46	
Outstanding as of December 31, 2024	17,108	$ 47.32	7.74 years

	Number of options	Weighted average exercise price	Weighted average remaining contractual term
Exercisable as of December 31, 2024	3,281	$ 32.90	6.79 years
Nonvested as of December 31, 2024	14,659	$ 49.06	7.87 years

For the year ended December 31, 2024, option incentive compensation expense was $43,305, and is included in operating expenses in the accompanying statement of income. The fair value of the options granted were estimated using the Black-Scholes pricing model based on the following assumptions:

Expected dividend yield	0%
Expected stock price volatility	46.241%
Risk-free interest rate	3.995%
Average expected terms	4.812 years

As of December 31, 2024, there were $294,012 of unrecognized options incentive compensation expense related to the nonvested options, which is expected to be recognized in the future over a weighted average period of 0.21 years.

During 2024, the Company issued Restricted Stock Awards ("RSAs") to certain employees. RSAs represent issued and outstanding shares of Class B Common Stock subject to vesting requirements. RSAs generally vest over a period of 4 years, subject to certain conditions of the agreement. Unvested shares are subject to forfeiture upon termination of employment. Under the RSAs agreements, the Company retains a call right to purchase vested shares in certain circumstances as defined in the agreements. In addition, participants hold put rights that allow them to sell back vested shares to the Company after a certain period or upon specified events as defined in the agreements.

RSAs transactions during the year ended December 31, 2024 were as follows:

	Number of RSAs	Weighted average grant date fair value
Outstanding as of January 1, 2024	-	$ 0.00
RSAs granted	1,953	$ 37.44
RSAs vested	(267)	$ 37.44
Outstanding as of December 31, 2024	1,686	$ 37.44

For the year ended December 31, 2024, RSAs compensation incentive expense was $32,162, and is included in operating expenses in the accompanying statement of income. The fair value of the RSAs granted is measured based on the fair value of the Company's Class B Common Stock on the grant date, as determined by independent third-party valuations. As of December 31, 2024, there were $40,958 of unrecognized RSAs incentive compensation expense related to the nonvested RSAs, which is expected to be recognized in the future over a weighted average period of 0.65 years.

9. EMPLOYEE BENEFIT PLAN

The Company maintains a retirement plan under which eligible employees can defer a portion of their annual compensation, pursuant to section 401(k) of the Internal Revenue Code. The Company offers a safe harbor match equal to 100% of the first 3% and 50% of the next 2% contributed to the plan by an employee. There is also a discretionary profit-sharing component to the plan. The Company contributed approximately $267,000 during the year ended December 31, 2024.

10. CONTINGENCIES

The Company is involved in various claims or actions arising in the normal course of business. It is management's opinion that the resolution of these matters will not materially affect the Company's financial position or the results of its operations.

11. SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental cash flow information for the year ended December 31, 2024 is as follows:

Cash payments for interest	$	57,773
Cash paid on operating lease liabilities	$	507,412
Cash paid on principal portion of finance lease liabilities	$	207,472
Cash paid for interest on finance lease liabilities	$	11,834
Non-cash transactions:		
ROU assets obtained in exchange for new operating lease liabilities	$	191,552
Property acquired through assumption of note payable	$	63,042
ROU asset transferred to property	$	6,978

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FORM OF

FRANCHISE AGREEMENT

Moves Managed Services Inc.

FRANCHISE AGREEMENT

Moves Managed Services Inc.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is effective as of _____ (the "Effective Date"). The parties to this Agreement are Moves Managed Services Inc., a Delaware corporation, with its principal business address at 120 South Main Street, Davidson, Suite C, NC 28036 (referred to in this Agreement as "Franchisor," "we," "us" or "our"), and _____, a _____, with its principal office at _____ (referred to in this Agreement as "Franchisee," "you," or "your").

1. **INTRODUCTION**.

1.1. **The Mobile Veterinary Specialists System**. We have expended considerable time and effort developing retail businesses offering, on a mobile basis, specialty veterinary services to veterinary practitioners (the "Services") (each a "Moves Business"). The Services include, but are not limited to, surgery, cardiology, internal medicine and radiology (each a "Specialty Service"). Moves Businesses operate in accordance with our standards and specifications (our "System Standards"). A key to the development, operation, franchising and success of the Moves Businesses is the use of our System. The "System" includes, but is not limited to, distinctive designs, layouts, color schemes and signs, equipment, marketing methods, service requirements, standards and specifications, products, inventory, and suppliers; rules; training and assistance; proprietary software and technology; and other methods, procedures, and trade secrets relating to the establishment and operation of a Moves Business.

We use, promote and license in the operation of Moves Businesses certain trademarks, service marks and other commercial symbols, including the trade and service mark "Moves" and other assorted associated logos, designs, and commercial symbols (collectively, the "Marks"). We also use, promote and license in the operation of Moves Businesses certain information capable of being rendered into tangible form that we claim as our copyrights, including but not limited to, spreadsheets, pro forma documents, forms, marketing materials, manuals, pricing lists, vendor lists, product and service offering menus, formulas, advertisements, our website, and any other written materials, marketing materials or advertisements (including the look, compilation, feel and content of them) (collectively, the "Copyrights").

Each Moves Business operates on a mobile basis within a defined area or at a defined number of clinics approved by us based on the specialty of the Franchisee.

You have applied for a franchise to own and operate a Moves Business and we have accepted your application.

1.2. **Representations**. You, represent to us, as an inducement to our entry into this Agreement, that:

1.2.1. all statements you have made and all materials you have submitted to us in connection with your application and purchase of a Moves Business franchise are accurate, complete, and up-to-date, and you have made no misrepresentations or material omissions in obtaining the franchise. You agree to indemnify and hold us, our affiliates, and our respective directors, officers, employees, and agents harmless from any and all claims, losses, damages, liabilities, and expenses, including reasonable attorney's fees, arising out of or related to any such misrepresentations, omissions, or failure to provide timely updates.

1.2.2. you and your owners 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 and your owners certify, represent, and warrant that none of your property

or interests is subject to being blocked under, and that you and your 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, 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 your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, constitutes good cause for immediate termination of this Agreement; and

We have approved your request to purchase a Moves Business in reliance on all of your representations.

1.3. **Business Organization**. If you are, or become at any time, a business organization ("Business Entity") (such as a corporation, limited liability company, or partnership), you agree and represent that:

1.3.1. you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation, and you have provided us with sufficient evidence of the same.

1.3.2. your organizational or governing documents will recite that the issuance and transfer of any ownership interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement; and you will provide us with copies of these documents for our review.

1.3.3. the Principal Owners Statement will completely and accurately describe all of your owners and their interests in you. A copy of our current form of Principal Owners Statement is attached to the Franchise Disclosure Document you were furnished.

1.3.4. you and your owners agree to revise the Principal Owners Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval).

1.3.5. each of your owners during the Term will sign and deliver to us our standard form of Principal Owner's Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us, and any amendments or modifications thereto. A copy of our current form of Principal Owners Guaranty is attached to the Franchise Disclosure Document.

1.3.6. Upon our request, or at least annually, you shall provide true, correct, and complete copies of all documents and contracts governing the rights, obligations, and powers of your owners and agents, including but not limited to articles of incorporation or organization, partnership, operating or shareholder agreements.

1.3.7. a Principal Owner of your Moves Business Entity (defined as a person with at least a twenty percent (20%) ownership interest) must:

1.3.7.1. have management responsibility and authority over the "Business" (defined as your Moves Business) on a day-to-day basis;

1.3.7.2. be actively employed on a full-time basis to manage your Moves Business's operations;

1.3.7.3. be present at your Moves Business for at least fifty percent (50%) of the hours your Moves Business is open to the public for business;

1.3.7.4. be bound by our then-current form of Confidentiality Agreement (or other form satisfactory to us); and

1.3.7.5. satisfactorily complete our initial training program and any other training programs we request during the Term.

1.3.7.6. each of your Principal Owners, during the term of this Agreement, will sign and deliver to us our standard form of Principal Owner's Guaranty ("Owner's Guaranty") undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. A copy of our current form of Principal Owner's Guaranty is attached as an Exhibit B to this Agreement.

2. GRANT AND TERM.

2.1. **Grant**. We grant you the right, and you undertake the obligation, on the terms and conditions set forth in this Agreement and any amendments or modifications thereto, to establish and operate a Moves Business offering your Specialty Service at Clinics within a defined area. A "Clinic" shall mean any veterinary practice, whether independently owned and operated or as part of a local, regional or national group of veterinary practices (including veterinary hospitals) where animals can receive medical care from a licensed veterinarian.

2.2. **Initial Term**. The initial term of this Agreement (the "Initial Term") shall be ten (10) years from the Effective Date, unless terminated sooner as provided in this Agreement. Your rights to seek a renewal franchise agreement for an additional term are set forth in Section 3. This Agreement may be terminated before it expires only in accordance with this Agreement.

2.3. **Performance**. You agree that you will at all times faithfully, honestly and diligently perform your obligations as set forth in this Agreement, continuously exert your best efforts to promote and enhance the Moves Business, and, subject to applicable law, not engage in any other business or activity that conflicts with your obligations to operate the Moves Business in compliance with this Agreement.

2.4. **Rights We Reserve**. We retain the right, in our Business Judgment, to:

2.4.1. sell or otherwise distribute any products or services anywhere, whether at wholesale, retail or otherwise and whether or not using the Marks or System, without restriction of any kind and in any channel of distribution, whether or not located in your Territory and to customers located anywhere;

2.4.2. Distribute branded products through any outlet (including sales through general retail stores, pet stores or otherwise and/or by electronic means) located anywhere;

2.4.3. Own and operate Moves Businesses ourselves or authorize others to own and/or operate (i) a Moves business within the same geographic area or at the same Clinics under a different

Specialty Service, (ii) any business located outside of your Territory, whether or not using the Marks and/or System, (iii) any business anywhere, whether using the Marks and/or System or no, which is not substantially similar to your Moves Business and/or (iv) any business anywhere which does not use the Marks;

2.4.4. acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, including arrangements in which we are acquired, and/or company-owned, franchised or other businesses (including your Moves Business) are converted to another format, maintained under the System or otherwise. Your Moves Business will fully participate in any such conversion subject to any person/entity merging with, or acquiring us, reimbursing you for reasonable costs directly related to such conversion.

2.4.5. Engage in any action or exercise any other rights reserved to us described in the Franchise Agreement and engage in any action and exercise any rights not granted exclusive to you under the Franchise Agreement.

For purposes of this Agreement, our "Business Judgment" means that we are allowed to exercise our judgment in a manner we deem fit, in our sole and absolute discretion, provided that such decisions are made in good faith and are not arbitrary or capricious. When this term is used in this Agreement it means that we have the unrestricted right to make decisions and/or take (or refrain from taking) actions, except that we will not do so arbitrarily. We have this right even if a particular decision/action may have negative consequences for you, or a particular individual or group. You understand and agree that the exercise of Business Judgment is critical to our role as Franchisor and to our goals for the System. This is a defined term for purposes of ease and clarity in this Agreement and is not intended and should not be construed to incorporate principles related to the application of the business judgment rule in a corporate law context.

3. SUCCESSOR TERMS.

3.1. **Renewal**. Subject to the provisions of this Section, you shall have an option (exercisable by written notice delivered to us no less than six (6) months and no more than nine (9) months prior to the end of the initial term of this Agreement) to renew the franchise hereunder for additional periods of five (5) years, if the following conditions are met and provided that we, in our sole discretion, agree to the renewal:

3.1.1. you have been, throughout the initial term of this Agreement, in substantial compliance, and at the expiration of such initial term are current in all payments and in full compliance and not in default of this Agreement and all other agreements between you and us or companies associated or affiliated with us;

3.1.2. you enter into our then-current franchise agreement and all other ancillary agreements, instruments and documents then customarily used by us in the granting of franchises (which then-current franchise agreement may materially differ from this Agreement, including a higher rate of fees, different methods of calculating fees due, and different payment methods, which shall be the same as those set out in the franchise agreements being executed at the time of renewal);

3.1.3. at the time the renewal option is exercised and at the time such renewal commences, all monetary obligations to us and any affiliate of ours and any of your suppliers must be current and must have been current at all times during the preceding twelve (12) months;

3.1.4. you execute a general release running in favor of us, our affiliates and our respective officers, directors and shareholders releasing all claims against us, our officers, directors and shareholders; and

3.1.5. you pay to us a non-refundable renewal fee equal to ten thousand dollars ($10,000).

3.2. **Refusal to Renew Franchise Agreement**. We reserve the right to refuse to renew your franchise if you cannot satisfy the requirements in Section 3.1. We may also refuse to renew your franchise under other circumstances, including, but not limited to, your failure to substantially comply with the terms of this Agreement, your failure to pay amounts owed to us when due, or your failure to remedy any defaults incurred during the initial term of this Agreement, if applicable.

3.3. **Renewal Under Law**. Even though we may choose not to renew your franchise, certain laws, rules, regulations, statutes, ordinances, or legal orders that are applicable in your jurisdiction at the time may legally obligate us to do so. If that happens, to the extent it is allowed by the concerned law, rule, regulation, statute, ordinance or order, your renewal term will be subject to the conditions of the franchise agreement we are using for new franchisees at the time the renewal period begins. If we are not then offering new franchises, your renewal period will be subject to the terms in the franchise agreement that we indicate. If for any reason that is not allowed, the renewal term will be governed by the terms of this Agreement.

3.4. **Your Election Not to Renew**. For the purposes of this Agreement, you will be considered to have irrevocably chosen not to renew the franchise (and the option to do so will consequently terminate) if you fail to sign and return to us our current standard franchise agreement and other supplementary documents required by us for a renewal franchise within thirty (30) days after we have delivered them to you.

4. SITE SELECTION AND DEVELOPMENT.

4.1. **Territory Selection**. If you have not done so prior to signing this Agreement, you are required to submit a proposed area or proposed Clinics for your Moves Business for our approval, within thirty (30) days of signing this Agreement. We will approve or disapprove a Territory you propose for your Moves Business within thirty (30) days after we receive from you all of the materials we request concerning the proposed Territory. If you are the first Moves business in a geographic area for the chosen Specialty Service, you will be permitted to operate at any and all Clinics within the geographic area within your chosen Specialty Service. Once another Moves franchise is sold in the geographic area or we or our affiliate decide to open in the geographic area under the same Specialty Service, you must select the Clinics, with our assistance, that make up 85% of your revenue. You will have 30-days from the date of notice of the pending sale to another franchisee or to us or an affiliate opening in the market to select the Clinics. If you fail to select the Clinics within that time period then we will have the right to select the Clinics for you. Once selected, you shall have the exclusive right to perform your chosen Specialty Service at the chosen Clinics; however, other franchisees offering different Specialty Services may operate in the same Clinics. If you are the second or subsequent Moves franchisee in a market for a given Specialty Service, you shall not operate at any Clinic that another franchisee has exclusivity in within that Specialty Service.

4.2. **Relocation of the Territory**. You may not operate your Moves Business from any location on a fixed basis other than through your mobile operations without our prior written consent. If, in our Business Judgment, there is a change in character of your chosen Clinics sufficiently detrimental

to its business potential to warrant your selection of new Clinics, we reserve the right to permit you to select new Clinics to operate from, subject to availability and your compliance with all of our System Standards. We reserve the right to deny any such relocation at our sole discretion. Any relocation will be at your sole expense. Except as stated herein, you are not permitted to select or operate at Clinics that have not been assigned to you or chosen by you and approved by us.

5. DEVELOPMENT, DECOR AND OPERATING ASSETS.

5.1. **Business Development**. You are required to obtain our approval and open the Moves Business within three (3) months of the Effective Date (the "Opening Date"). You are solely responsible for complying with all laws, ordinances, rules and regulations relating directly or indirectly to the development of your Moves Business. You are solely responsible, as between us (and our affiliates or other franchise owners) and you, for any and all claims, liabilities and costs relating to non-compliance or alleged non-compliance with any such laws, rules, ordinances or regulations, and you must remedy, at your expense, any such non-compliance or alleged non-compliance. Without limiting your foregoing obligations, you agree, at your own expense, to do the following with respect to developing your Moves Business:

5.1.1. secure and provide us proof of your securing all financing required to develop and operate your Moves Business; and

5.1.2. obtain all utility, sign, health, sanitation, business and other permits and licenses required to construct, develop and operate your Moves Business.

5.2. **Operating Assets and Business Materials**. We will identify the necessary fixtures, furnishings, equipment, hardware and software (the "Operating Assets") if any, as well as products, services, materials, inventory, equipment, uniforms, apparel, supplies, signs, emblems, lettering, logos, display materials, advertising, and financial and accounting services necessary for your Moves Business to begin or sustain operations (collectively, the "Business Materials"). We will also specify the minimum standards and specifications that must be met, and identify the approved suppliers from whom these items may be purchased or leased (which may include us and/or our affiliates). You agree to acquire all Business Materials and Operating Assets from us or suppliers we have previously approved, which may include us or our affiliates or third parties. If we do not designate or approve a supplier for the Operating Assets or Business Materials, you must purchase them in accordance with our System Standards, provided that they meet these standards. We may designate quantities, models, brands and inventory levels of Operating Assets and Business Materials. We may require you to purchase only from us or designated suppliers Operating Assets or Business Materials which bear our Marks. We will only approve suppliers whose Business Materials and Operating Assets meet the quality standards that we establish from time-to-time. You must pay for the cost of obtaining and installing any Business Materials and Operating Assets we require.

5.3. **Approved Suppliers**. While we do not require you to purchase any specific products, supplies, equipment, or services from any designated or approved suppliers for your Moves Business, we do reserve the right to approve or disapprove any such items used or sold in the Moves Business, subject to applicable law. You must ensure that any such items meet the necessary requirements to maintain your license to practice veterinary medicine and are in compliance with our quality standards. You are solely responsible for maintaining an inventory of items and supplies necessary for operating your Moves Business and providing services to customers, subject to applicable law.

5.4. **Sale of the Services**. In the sale of the Services to Clinics, you are not permitted to perform the Services in any manner that we have not approved in writing or combine the Services with any other product or service without our prior written approval, which we may grant, withhold, or revoke in our sole and absolute discretion. Accordingly, you are not permitted to sell any of the Services in wholesale, or by any other similar means, nor are you permitted to sell any of the Services of your Moves Business through catalog sales, the internet, or by any means other than through the operations of your Moves Business, unless such sales methods are expressly authorized by us in writing. This section is not intended to govern or restrict your practice of veterinary medicine. Franchisee shall be responsible for all veterinary medicine aspects of the Moves Business.

5.5. **Billing and Collections**. Notwithstanding any other provision in this Agreement, you shall not directly invoice any customer for services performed under this Agreement, nor shall you directly accept any form of payment for services rendered. The exclusive right to invoice all customers for services provided and, if necessary, to initiate collections actions for invoices that remain unpaid is hereby reserved by us. We shall have the right to withhold from collections our actual costs incurred during collections actions and do not guarantee the collection of any specific amount. In the event that you receive or collect any payment directly from customers, you shall immediately report and remit such payments to us.

5.6. **Compliance with Laws and Good Business Practices**. You are required to secure and maintain in force and in your name all necessary insurance, licenses, permits, and certificates relating to the operation of your Moves Business. You will operate your Moves Business in full compliance with all applicable laws, ordinances and regulations, including, without limitation, all government regulations relating to occupational hazards and health, construction warranties, worker's compensation insurance, immigration, unemployment insurance, construction permitting, workplace safety, and withholding and payment of federal and state income taxes, social security taxes and sales taxes. You will, in all dealings with customers, suppliers, us, and the public, adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct, as defined by us and as may be updated from time to time. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Moves System, the Marks and other Moves Businesses.

5.7. **Business Management System**. You are required to use and adhere to all of the rules and regulations, specifications and System Standards for the Computer System, business management, scheduling, cost control, and accounting system we designate from time-to-time (collectively, the "Business Management System"). You must utilize the Computer System, if any, which we may designate or approve, in the manner we approve in your utilization of the Business Management System. You must use our standard supplier or vendor agreements and other agreements related to the Business Management System that we designate from time-to-time. The Business Management System may or will incorporate and consist of such functions as we designate from time-to-time. Through, and as part of, the Business Management System we may require that you establish an operating account with a bank or other financial institution that we designate or approve (the "Operating Account"). The Operating Account shall be the primary bank account utilized by your Moves Business. Although we will manage billing for your customers, in the event you owe fees to us we shall have the right to make automated withdrawals from the Operating Account for any and all fees, payments, charges or other amounts due or payable to us under this Agreement. We, in our sole judgment, shall have the right to designate one of our officers or authorized representatives to have signature rights to the Operating Account, solely for the purpose of conducting transactions related to the franchise agreement. You must utilize the Operating Account in accordance with the System Standards as we designate (e.g. Business

Management System rules). We may change, alter or amend the functions, components, System Standards, Computer System, Technology Fund and any other aspect of the Business Management System from time-to-time.

5.8. **Business Opening**. You agree not to open your Moves Business until:

5.8.1. we have approved your Moves Business as developed in accordance with our specifications and standards;

5.8.2. training has been completed to our satisfaction;

5.8.3. the Initial Franchise Fee has been paid (subject to state law or state imposed financial assurance requirements);

5.8.4. you have demonstrated to us that the pre-opening conditions of this Agreement have been fulfilled.

5.8.5. you have furnished us with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request or accept; and

5.8.6. you have furnished us with copies of all veterinary licenses and/or accreditation documentation showing that you and any persons working with you are authorized to practice veterinary medicine.

6. FEES.

6.1. **Initial Franchise Fee**. In consideration of the Franchise rights granted in this Agreement, you must pay us a non-refundable initial franchise fee in the amount stated on Exhibit A of this Agreement (the "Initial Franchise Fee"). The Initial Franchise Fee is fully earned upon receipt. The Franchise Fee is due in a lump sum payment on the Agreement Date.

6.2. **Royalty**. You shall pay us a continuing non-refundable royalty fee ("Royalty(ies)") equal to twenty percent (20%) of Gross Sales which we will withhold from all paid fees received by us on behalf of the services rendered by you under this Agreement. The Royalty shall include a registration to the Moves U initial training and company retreats (but not travel and lodging expenses); access to our Launch Director to assist with your launch; access to our Referral Partner Coordinator; access to business coaches and mentors approved by us; our provision of invoicing and collections support; access to our Human Resources department; up to four (4) direct mail pieces per year mailed to all veterinarians in your Territory; and access to the brand, trade secrets and national awareness. The Royalty shall not include any costs associated with Continuing Education events you choose to hold; however, we will offer assistance at our discretion.

6.3. **Technology Fee**. You must pay to us or our designee a fee in the amount we designate from time to time for our proprietary software (the "Technology Fee"), currently one thousand five hundred dollars ($1,500) per month. This Technology Fee includes a license to use our approved software application and text messaging capabilities; up to two (2) email addresses; inclusion in the Moves directory; a license to participate in our internal communication platform; access to our pre-paid email marketing campaigns; and access to the pre-paid CRM system. We may increase this fee upon ninety (90) days written notice to you. We will withhold from all paid fees received by us on behalf of the services rendered by you under this Agreement.

6.4. **Remittance of Net Proceeds**. Upon collection of the full invoiced amounts due for services rendered by the Franchisee to Clinics, the Franchisor shall withhold from such amounts any and all fees due to it by the Franchisee under this Agreement. The Franchisor shall remit payment of the remaining amounts to the Franchisee on a bi-weekly basis. Currently, Franchisor agrees to remit payment of the remaining amounts to the Franchisee every second Monday unless such Monday falls on a national holiday. If such Monday falls on a national holiday, payment shall be made on the next weekday following the national holiday. Franchisor has the right to change the date(s) of payment upon thirty (30) days written notice to Franchisee.

6.5. **Electronic Funds Transfer**. You agree to comply with the procedures we specify in our Manuals and perform such acts and sign and deliver such documents as may be necessary to accomplish payment between you and us. Despite the fact that the Royalty and Technology Fees are paid from the amounts we collect from your customers, you will need to complete an electronic funds transfer form that allows us to transfer funds to you and withdraw any funds that may be due by you to us. You will provide us with authorization, in a form that we designate or approve, to initiate debit entries or credit entries to your Moves Business's bank operating account (the "Account") for payments of Royalties, Technology Fees and other amounts due under this Agreement.

6.6. **Definition of Gross Sales**. As used in this Agreement, the term "Gross Sales" means all revenue you derive from operating your Moves Business, including, but not limited to, all amounts you receive that are in any way associated with the Marks, Copyrights or System, and whether from cash, check, barter, credit or debit card or credit transactions, including the redemption value of gift certificates redeemed by you regardless of whether such gift certificates are issued by you or someone else. Gross Sales also include all charges to the Clinic for services rendered, regardless of when these charges are made or the specific services performed; but excluding: (1) all federal, state or municipal sales, use or service taxes collected from customers and paid to the appropriate taxing authority; (2) customer refunds, adjustments, credits and allowances actually made by your Moves Business; and (3) any convenience fees charged by us to a Clinic's invoice if that Clinic pays by credit card, if allowable by applicable state law. The amount remitted to you during each bi-weekly payment will not include this convenience fee in the total amount calculated.

6.7. **Interest on Late Payments**. All amounts which you owe us or our affiliates will bear interest after their due date at the annual rate of the lesser of two percent (2%) per month or the highest contract rate of interest permitted by law. You acknowledge that we do not agree to accept any payments after they are due nor commit to extend credit to, or otherwise finance your operation of, your Moves Business. Your failure to pay all amounts when due may constitute grounds for termination of this Agreement.

6.8. **Late Payment Fees**. All amounts due by you to us or our affiliates, and any interest accrued thereon, and any other amounts which you owe us or our affiliates, are subject to a late payment fee of ten percent (10%) of the amount due, or the highest rate permitted by law (the "Late Payment Fee"). The Late Payment Fee is due immediately upon any delinquent payments and is in addition to any other fees due and payable to us. The provision in this Agreement concerning Late Payment Fees does not mean that we accept or condone late payments, nor does it indicate that we are willing to extend credit to, or otherwise finance the operation of, your Moves Business.

6.9. **Insufficient Funds Fee**. If any payment from you does not successfully convey funds due to insufficient funds, stop payment instructions, or any similar event, you shall pay, upon demand, an insufficient funds fee equal to fifty dollars ($50.00).

6.10. **Application of Payments**. Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us.

6.11. **Payment Offsets**. You acknowledge and agree that we have the right to set-off from any amounts that we may owe you or your owners or any amount that you owe to us, or our affiliates, for any reason whatsoever, including without limitation, Royalties, Technology Fees, Late Payment Fees and interest on late payments, amounts owed to us or our affiliates for purchases or services or for any other reason. Thus, payments that we or our affiliates may make to you may be reduced, in our discretion, by amounts that you owe to us or our affiliates from time-to-time. We will notify you monthly if we elect to do so.

6.12. **Software Modifications**. If we require you to license or to modify or obtain new software that we or our affiliates license to you, you must pay us, or our designee, our, or our designee's, then-current fees for such software, including any up-front and monthly fees.

6.13. **Insurance Reimbursement**. Should you, for any reason, not procure and maintain such insurance coverage as required by this Agreement, we shall have the right and authority (without, however, any obligation to do so) to immediately procure such insurance coverage and to charge same to you, which charges, together with a five hundred dollar ($500) administrative fee for our expenses and efforts in connection with such procurement, shall be payable by you immediately upon notice.

6.14. **Non-Compliance Fee**. In the event you are, at any time during the term of this Agreement, found to not be in compliance with the terms hereof and/or the System Standards or this Agreement and have failed to cure such failure within the stated cure period herein, you agree to pay to us one hundred dollars ($100) the first time you are found to not be in-compliance with the System; two hundred fifty dollars ($250) for the second time you are found to not be in-compliance with the System; and five hundred dollars ($500) for the third and any subsequent times you are found to not be in-compliance with the System. If your non-compliance is monetary in nature, we reserve the right to notify your credit union or other banking institution that issued a loan or line of credit for your Moves Business of your failure to comply with this Agreement. You agree that such fee and banking notification is in addition to any other rights or remedies we may have under this Agreement or at law. We reserve the right, in our Business Judgment, to grant you the opportunity to cure the non-compliance prior to imposing the Non-Compliance Fee. We shall have the right to require any form of verification to determine non-compliance, with or without cause, including but not limited to documentation, photos, video tours, etc. You shall be required to furnish such verification within seventy-two (72) hours of our request. We have the right to make personal visits without notice to your Moves Business.

7. TRAINING AND ASSISTANCE.

7.1. **Owner/Manager Training**. Before your Moves Business opens, we shall provide initial training (the "Moves University") to you and your technician, if available. Training must be completed at least thirty (30) days before you open your Moves Business. Training will be completed at our location or other designated location. You must complete the initial training to our satisfaction. The costs for the training program itself will be covered by us. However, you will be responsible for all other expenses of your personnel to attend such training, including travel, lodging, meals and salaries.

7.2. **Additional Training**. We reserve the right to require you and/or your previously trained owners to attend periodic refresher training courses at such times and locations as we may designate. If

we require you, and/or your previously trained owners to re-take or attend additional or extended initial training at your expense, we will not charge for training; however, you will be responsible for all travel and living costs for yourself and your trainees.

7.3. **Completion of Moves University**. Successful completion of Moves University, any other initial training and any additional or extended initial training we require before opening is a condition to the opening of your Moves Business to the public.

7.4. **General Guidance**. We will advise you from time-to-time regarding the operation of your Moves Business based on inspections we make. In addition, we will furnish guidance to you with respect to:

7.4.1. standards, specifications and operating procedures and methods utilized by the Moves Businesses;

7.4.2. purchasing required equipment, signs, products, materials and supplies, if any;

7.4.3. Service inventory practices and purchasing practices;

7.4.4. use of suppliers and approved products and supplies, if any;

7.4.5. sales, pricing policies and the like;

7.4.6. owner and management training; and

7.4.7. administrative, bookkeeping and accounting procedures.

Such guidance will be furnished at our sole discretion, in our Manuals, bulletins or other written materials, during telephone consultations, or during consultations at our office or your Moves Business. At your request, we will furnish additional guidance and assistance. If your requests for additional or special training and guidance are, in our opinion, excessive we may charge you our actual expenses that we incur in connection with such training or guidance, including per diem charges and travel and lodging expenses for our personnel.

7.5. **Technician Assistance**. You have the option, but not the obligation, to request to retain the services of a Technician to assist in the day-to-day operations of your Moves Business. We reserve the right to deny such request in our sole discretion. If approved, the Technician will be considered a W-2 employee of us or our affiliate. You shall treat the Technician with respect and maintain a professional working relationship that is free from harassment, discrimination, and any form of inappropriate behavior. You shall be responsible for reimbursing us or our affiliate for the Technician's salary and benefits, in addition to a fifteen percent (15%) administrative fee on such salary and benefits (collectively, the "Technician Fee"). The Technician Fee shall be paid at the same time and in the same manner as the Royalty Fee. You shall be responsible for any claims, losses, liabilities, damages, costs, or expenses, including reasonable attorneys' fees, arising from or in connection with the Technician's retention by you.

8. MARKS.

8.1. **Ownership and Goodwill of Marks**. You acknowledge that the Marks are owned by us. You agree that your right to use the Marks is derived solely from this Agreement and is limited to your operating your Moves Business in strict accordance with this Agreement and all System Standards

we prescribe during its term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks. You acknowledge and agree that your use of the Marks and any goodwill established by that use are for our exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate your Moves Business under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks we authorize you to use.

8.2. **Limitations on Your Use of Marks**. You agree to use the Marks as the sole trade identification of your Moves Business, provided that you shall identify yourself as the independent owner of your Moves Business in a manner acceptable to us. You may not use any Mark or any variation thereof (1) as part of any corporate or legal business name, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (3) in selling any unauthorized services or products, (4) as part of any domain name, electronic address or search engine you maintain on any website; (5) in any other manner we have not expressly authorized in writing; or (6) that may damage or cause harm to us, our affiliates, the Marks, the System or our principals. You may not make any disparaging remarks related to us, our affiliates, our franchisees, the Marks, the System or our principals. You may not use any Mark in advertising the transfer, sale or other disposition of the Operating Assets or your Moves Business without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently and exclusively in the manner we prescribe at your Moves Business, and on forms, advertising, digital platforms, and other materials as designated by us. You agree to give the notices of trademark and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

8.3. **Notification of Infringements and Claims**. You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

8.4. **Discontinuance of Use of Marks**. If it becomes advisable at any time in our Business Judgment for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We will reimburse you for your reasonable direct expenses of changing your Moves Business's signs. However, we will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditures you make to promote a modified or substitute trademark or service mark.

9. CONFIDENTIAL INFORMATION.

9.1. **Types of Confidential Information**. We and our affiliates possess (and will continue to develop and acquire) certain confidential information (the "Confidential Information") relating to the development and operation of the Moves Businesses, which includes (without limitation):

9.1.1. methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge and experience used in developing and operating your Moves Business (including, without limitation, the System Standards);

9.1.2. market research and promotional, marketing and advertising programs for your Moves Business;

9.1.3. client communication programs, along with data used or generated in connection with those programs;

9.1.4. the System and the know-how related to its use;

9.1.5. Clinic selection criteria;

9.1.6. design of equipment, furniture, forms, materials and supplies;

9.1.7. training for the Moves Businesses;

9.1.8. methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation and franchising of the Moves Businesses;

9.1.9. knowledge of specifications for certain Products and Supplies and suppliers of certain Products and Supplies;

9.1.10. the Clinic Database (as described in Section 9.5 below); and

9.1.11. knowledge of operating results and financial performance of the Moves Businesses other than those operated by you (or your affiliates).

9.2. **Restriction on Use of Confidential Information**. You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to use certain Confidential Information in operating your Moves Business during this Agreement's term and according to this Agreement's terms and conditions, and that your use of any Confidential Information for any purpose not expressly authorized by this Agreement would constitute an unfair method of competition with us and our franchisees and may violate certain laws. You further acknowledge and agree that the Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you, your Owners, managers, employees and/or independent contractors who have access to it agree, and they do agree, that you and they:

9.2.1. Will not use any Confidential Information in any other business or capacity;

9.2.2. Will keep the Confidential Information strictly confidential during and indefinitely after this Agreement's term;

9.2.3. Will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and

9.2.4. Will adopt and implement all reasonable procedures that we periodically prescribe to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Franchised Business personnel and others needing to know such

Confidential Information to operate your Moves Business, and requiring all employees and independent contractors having access to Confidential Information to sign confidentiality and non-competition agreements in a form acceptable to us. We have the right to regulate the form of confidentiality and non-competition agreement that you use and to be a third-party beneficiary of that agreement with independent enforcement rights.

You must disclose to us all ideas, techniques, services and products concerning the development and operation of your Moves Business that you or your employees conceive or develop during the term of this Agreement. You must grant to us and agree to obtain from your owners or employees a perpetual, non-exclusive and worldwide right to use these ideas, techniques and products concerning the development and operation of Franchised Business that you or your employees conceive or develop during the term of this Agreement in all pet-related product and service businesses that we operate. We will have no obligation to make any lump sum or on-going payments to you with respect to any idea, concept, method, technique or product. You must agree that you will not use, nor will you allow any other person or entity to use, any of these ideas, techniques or products without obtaining our prior written approval. Such ideas, techniques, services and products will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to sign whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the item.

"Confidential Information" does not include information, knowledge or know-how which: (a) at or prior to the time of receipt was in the public domain; (b) at or prior to the time of receipt by you or the signing of this Agreement, whichever occurred first, was known to you and in actual commercial use by you or generally within the industry, in the manner and combination disclosed; or (c) is subsequently received by you from an independent third party not in breach of any duty of nondisclosure, secrecy, nonuse or similar duty, but only to the extent and in the form, manner and combination so disclosed.

You agree that any failure to comply with the terms of this Article 9 will cause substantial and irreparable damage to us and/or other franchisees, for which there may not be an adequate remedy at law. Therefore, you agree that any violation of the terms of this Article 9 will entitle us to injunctive and all other equitable relief that a state or federal court nearest to our principal place of business (currently Davidson, NC) or any other court with jurisdiction may deem just and proper. 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). None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this 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 or your Owners may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of this Article 9.

9.3. **Clinic Database**. You acknowledge and agree that the list of the names, addresses and other information regarding Clinics in which you perform the Services (the "Clinic Database") is included in the Confidential Information, is our property, and constitutes a trade secret of ours, subject to applicable law. You agree that you may not disclose the Clinic Database, or any portion thereof, to any person other than us either during the term of this Agreement or thereafter. You

further agree that a breach of this Section shall be grounds for immediate termination of this Agreement pursuant to Section 14.1.12.

10. EXCLUSIVE RELATIONSHIP.

You and your Owners acknowledge and agree that we would be unable to protect Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among the Moves Businesses if franchised owners of the Moves Businesses were permitted to hold interests in or perform services for a Competitive Business. You also acknowledge that we have granted the franchise to you in consideration of and reliance upon your agreement to deal exclusively with us. You agree that, during the term of this Agreement, and subject to applicable state law, neither you, any of your owners, nor any immediate family members of you or your owners (including spouses or children) will:

10.1. have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, other than your Moves Business;

10.2. have any direct or indirect controlling interest as a disclosed or beneficial owner in a Competitive Business, wherever located;

10.3. have any direct or indirect interest (e.g. through a spouse or child) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, member, Manager, representative or agent or in any other capacity in any Competitive Business operating (i) at or on behalf of any Clinic that your Moves Business operates or operated at; (ii) within one hundred (100) meters of any Clinic that your Moves Business operates or operated at; or (iii) within one hundred (100) meters of any other of any Clinic that we or another Moves business operates or operated at;

10.4. perform services as a director, officer, Manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located; or

10.5. on behalf of yourself or any other person, or as an employee, proprietor, owner, consultant, agent, contractor, employer, affiliate, partner, officer, director or associate, or stockholder of any other person or entity, or in any other capacity, engage in or conduct any other business if you have any significant operational or management responsibility or obligation regarding such business, if such other business would interfere with your obligations under this Agreement to develop and operate your Moves business or otherwise (other than the Moves Businesses operated under franchise agreements with us), unless your Moves business is managed by a Chief Operating Officer, or equivalent position, approved by us, who has satisfactorily completed our training programs. This provision does not prohibit passive investments in other businesses that do not compete directly or indirectly with Moves business. However, an interest in a business in which your capacity is either a director, officer or majority stockholder (or any combination thereof) does not constitute a passive investment, and will be considered a breach of these provisions of this Agreement.

The term "Competitive Business" refers to any business or facility that owns, operates, manages, grants, sells, offers or supports franchises or licenses to others to do so, any mobile, fixed, or internet or catalog based business or facility that provides veterinary services that are identical or similar to the Services generally offered by Moves Businesses, or any other business that the franchisee has had a business to business relationship with and has invoiced while a franchisee with Moves, excluding any Moves Business under a franchise agreement with us. Nothing herein shall prohibit Franchisee from accepting

a job at a specialty hospital upon the expiration or termination of this Agreement or establish your own brick and mortar veterinary hospital.

11. OPERATION AND SYSTEM STANDARDS.

11.1. **Operations Manuals**. We will loan you (or make available on-line or via other electronic format), during the term of this Agreement, one copy of our manuals (the "Manuals"), consisting of such materials (including, as applicable, audiotapes, videotapes, magnetic media, computer Software and written materials) that we generally furnish to franchisees from time-to-time for use in operating a Moves Business. The Manuals contain mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") that we prescribe from time-to-time for the operation of a Moves Business and information relating to your other obligations under this Agreement and related agreements. You agree to follow the standards, specifications and operating procedures we establish periodically for the Moves System that are described in the Manuals. You also must comply with all updates and amendments to the Moves System as described in newsletters or notices we distribute, including via Computer System or other media we select). The Manuals may be modified or updated and revised periodically to reflect changes in System Standards. You are responsible for routinely monitoring any on-line version (or electronic format) of the Manuals for changes to them. If we make the Manuals accessible to you in read-only format and/or on-line (or electronic format), we will not send to you printed copies of any changes to them. However, any form of the Manuals accessible to you on-line is our proprietary information and will be deemed Confidential Information for purposes of this Agreement. You agree to maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. You agree to keep your printed copy of the Manuals (if any) current and in a secure location at your Moves Business. In the event of a dispute relating to the contents of any printed copy of the Manuals, the master copy of the Manuals we maintain at our principal office will be controlling. However, in the event we utilize on-line Manuals, the most recent on-line Manuals will control any disputes between the on-line version and printed copies of the Manuals. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals.

11.2. **Compliance with System Standards**. You acknowledge and agree that your operation and maintenance of your Moves Business in accordance with System Standards are essential to preserve the goodwill of the Marks and all the Moves Businesses. Therefore, at all times during the term of this Agreement, you agree to operate and maintain your Moves Business in accordance with each and every System Standard, as we periodically modify and supplement them during the term of this Agreement. System Standards may regulate any one or more of the following with respect to your Moves Business:

11.2.1. quantities, types, models and brands of required Services, fixtures, furnishings, equipment, signs, materials and supplies used in establishing and operating your Moves Business;

11.2.2. required inventory and inventory levels;

11.2.3. designated or approved suppliers of furnishings, equipment, Services and other items we require for the operation of your Moves Business;

11.2.4. terms and conditions of the sale and delivery of, and terms and methods of payment for, products, materials, supplies and services, that you obtain from us, our affiliates or our approved suppliers;

11.2.5. sales, marketing, advertising and promotional programs and materials that are required or approved for use by your Moves Business;

11.2.6. use or non-use and display or non-display of the Marks and Copyrights;

11.2.7. qualifications, training, dress and appearance of anyone performing services on behalf of your Moves Business;

11.2.8. days and hours of operation of your Moves Business;

11.2.9. bookkeeping, accounting, data processing and record keeping systems, including software, and forms; methods, formats, content and frequency of reports of sales, revenue, financial performance and condition; and furnishing tax returns and other operating and financial information to us;

11.2.10. types, amounts, terms and conditions of insurance coverage required to be carried for your Moves Business and standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage for your Moves Business at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims;

11.2.11. complying with applicable laws; obtaining required licenses and permits; adhering to good business practices; observing high standards of honesty, integrity, fair dealing and ethical business conduct in all dealings with customers, suppliers and us; and notifying us if any action, suit or proceeding is commenced against you or your Moves Business; or

11.2.12. regulation of such other aspects of the operation and maintenance of your Moves Business that we determine from time-to-time to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and the Moves Businesses.

You agree that System Standards prescribed from time-to-time in the Manuals, or otherwise communicated to you in writing or other tangible form, constitute provisions of this Agreement as if fully set forth. All references to this Agreement include all System Standards as periodically modified.

11.3. **Modification of System Standards**. We may periodically modify System Standards, which may accommodate regional or local variations as we determine. Such modifications may obligate you to invest additional capital in your Moves Business ("Capital Modifications") and/or incur higher operating costs. However, such modifications will not alter your fundamental status and rights under this Agreement. We agree to give you at least ninety (90) days to comply with Capital Modifications we require. You are obligated to comply with all modifications to System Standards, including Capital Modifications, within the time period we specify.

11.4. **Accounting, Computers and Records**. It is your responsibility to obtain accounting services and any required hardware or software related to them, from suppliers approved by us. You will at all times maintain the records reasonably specified in the Manuals, including, without limitation, sales, inventory and expense information.

11.5. **Computer System**. You are required to use an iPad and iPhone in developing and operating your Moves Business. These devices, along with any software we approve for use (collectively, the "Software"), constitute the "Computer System". You must also have high-speed internet capabilities for these devices. We may, from time-to-time, modify the specifications for the Computer System or require additional components or services. Any such modifications or additions may involve costs for you to purchase, lease, or license new or modified Software or hardware. You agree to incur these costs and ensure that your Computer System is compatible with our Business Management System and any e-commerce activities we approve. The Computer System must also allow us to review your Moves Business's operations, subject to applicable law. We reserve the right to charge a reasonable systems fee for modifications to proprietary Software and other maintenance services related to the Computer System. You must not use the Computer System for any unauthorized purposes.

11.6. **Trade Accounts and Taxes**. You agree to maintain your trade accounts in a current status and seek to resolve any disputes with trade suppliers promptly, and to keep us informed of any significant disputes that may affect your Moves Business. You agree to timely pay all taxes incurred in connection with your Moves Business's operations. If you fail to maintain your trade accounts in a current status, timely pay such taxes or any other amounts owing to any third parties or perform any non-monetary obligations to third parties, we may, but are not required to, pay any and all such amounts and perform such obligations on your behalf, and you shall indemnify us for any such payments or actions taken. If we elect to do so, then you agree to reimburse us for such amounts. You agree to repay us immediately upon receipt of our invoice. We may also set-off the amount of any such reimbursement obligations against all amounts which we may owe you.

11.7. **Retail Prices**. Subject only to limitations imposed by applicable law, we reserve the right to designate minimum retail prices for the Services you offer and sell, and we will provide you with reasonable notice of any changes to these prices. We may further from time to time offer guidance with respect to the selling price for such Services, but you shall be free to set your own prices within any minimum retail prices we designate. If you elect to sell any or all of your Services at any price recommended by us, you acknowledge that we have made no guarantee or warranty that offering such Services at the recommended price will enhance your sales or profits.

11.8. **Approved Services**. You must only offer and sell the Services and other items we have designated or previously approved for sale at your Moves Business. You agree to obtain such designated or approved Services from designated or approved suppliers, that may include only us or our affiliates.

11.9. **Management**. If you are an entity, you are required to complete and update, as necessary, the statement of ownership attached hereto throughout the term of this Agreement, and to provide us with a copy of any such updates within thirty (30) days of making them. Your Moves Business shall be managed by you, or if you are an entity, by one of your shareholders, partners, or members who is a natural person, holding at least a ten percent (10%) interest in the franchisee entity, and who is designated in writing to us as the person to make all decisions for the franchisee entity and to be principally responsible for communicating with us about your Moves Business ("Designated Owner"). Under certain circumstances we may allow you to appoint a designated manager ("General Manager") to run the day-to-day operations of your Franchised Business; the General Manager need not have an ownership interest in the franchisee entity. In addition, if you are an entity, all persons who own more than twenty percent (20%) of the beneficial ownership interests in the entity shall guaranty franchise owner's performance under this Agreement by signing the Owners Agreement attached hereto. The Designated Owner shall have the authority to speak for

and bind the franchise owner in all matters pertaining to this Agreement, and all matters relating to your Moves Business.

You must at all times faithfully, honestly, and diligently perform your contractual obligations. System Standards may regulate the staffing levels and employee qualifications, training, dress, and appearance of your Moves Business. Any Designated Owner or General Manager must complete the mandatory training to our satisfaction.

Either you, your Designated Owner if you are an entity, or any General Manager must be present to operate the business during all business hours. If your Designated Owner or General Manager resigns, is terminated, or is otherwise no longer performing as a Designated Owner or General Manager, you must designate a replacement Designated Owner or General Manager (either, a "Replacement"), as applicable, and we must pre-approve the Replacement in writing. Before being employed as Designated Owner or General Manager, the Replacement must complete the mandatory training to our satisfaction. You must pay our then-current fee for the Replacement's training and you must pay for your Replacement's costs in attending training, including travel, lodging, meals, wages, and any other related expenses.

Any General Manager and, if you are an entity, an officer that does not own equity in the franchisee entity, must sign our then current "Confidentiality and Non-Solicitation and Non-Competition Agreement." All of your employees, independent contractors, agents, or representatives who may have access to our confidential information must sign our standard confidentiality agreement, regardless of whether they have already signed a Confidentiality and Non-Solicitation and Non-Competition Agreement.

12. MARKETING AND PROMOTION

12.1. **Conduct of Advertising; Our Approval**. All advertising and promotion by you in any medium shall be conducted in a professional manner and shall conform to our standards and requirements as set forth in the Manuals, or as otherwise provided by us in writing. You shall obtain our written approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by us or previously approved by us. All advertising and promotion by you in any medium shall be conducted in a professional manner and shall conform to our standards and requirements as set forth in the Manuals or as otherwise provided by us. You shall obtain our written approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by us or previously approved by us during the twelve (12) months prior to their proposed use. You shall submit such unapproved plans and materials to us at least thirty (30) days before you intend to use such materials, and we will respond in writing within thirty (30) days from the date we receive all requested information. If we do not provide our specific approval of the proposed materials within this thirty (30) day period, the proposed materials are deemed to be not approved. Any plans and materials that you submit to us for our review will become our property, but you will retain a non-exclusive, royalty-free license to use these materials for the duration of this Agreement. There will be no restriction on our use or dissemination of such materials. You shall not advertise or use the Marks in any fashion on the Internet, social media, or via other means of advertising through telecommunication without our express written consent.

We reserve the right, in our Reasonable Business Judgment, to require you to include certain language on all advertising to be used locally by you, including, but not limited to, "Franchises Available" and/or "Each Franchise Location Independently Owned and Operated", and reference

to our telephone number and/or Website. All of your advertising must also comply with any applicable laws or regulations.

12.2. **Advisory Council**. We reserve the right, in our Reasonable Business Judgment, to establish an advisory council comprised of franchisees and our representatives. Franchisee participants will be chosen by us or may be elected by other franchisees in the System. If you are selected to participate on an advisory council, we will pay all reasonable expenses you incur related to your participation, such as travel and boarding expenses to attend council meetings, subject to our approval. If established, the advisory council will act in an advisory capacity only and will not have decision making authority. The advisory council would be governed by bylaws. We have the right to establish, change, merge or dissolve any advisory council at any time. We shall also have the right to remove council members in our discretion.

12.3. **Websites and Social Media**. As used in this Agreement, the term "Website" means any digital platform or online presence, including but not limited to, websites, mobile applications, and social media pages or accounts, that are owned, operated, or controlled by you or on your behalf, and are used in connection with the Franchised Business. The term Website includes, but is not limited to, Internet and World Wide Web home pages. In connection with any Website, Franchisee agrees to the following:

12.3.1. We shall have the exclusive right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Proprietary Marks, any or all of the Products or Services, Moves businesses, the franchising of Moves Businesses, and/or the System. We shall have the sole right to control all aspects of the Website, including without limitation its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage; we shall also have the right to discontinue operation of the website.

12.3.2. We shall have the right, but not the obligation, to designate one or more web page(s) to describe you and/or your Moves Business, with such web page(s) to be located within our Website. You shall comply with our policies with respect to the creation, maintenance and content of any such web pages; and we shall have the exclusive right to refuse to post and/or discontinue posting any content and/or the operation of any web page.

12.3.3. You shall not establish a separate Website or social media account, without our prior written approval (which we shall not be obligated to provide). If approved to establish a Website, you shall comply with our policies, standards and specifications with respect to the creation, maintenance and content of any such Website. You specifically acknowledge and agree that any Website owned or maintained by or for your benefit shall be deemed "advertising" under this Agreement, and will be subject to (among other things) our approval under Section 13 below.

12.3.4. You are not permitted to promote your Moves Business or use any of the Marks in any manner on any social or networking websites, such as but not limited to Facebook, Instagram, LinkedIn, Twitter, or TikTok, without our prior written consent. We alone may establish, maintain, modify or discontinue all internet activities pertaining to the System, including through the use of a page or profile on a social media website such as Facebook, Instagram, TikTok, Twitter or Snapchat. You must comply with our System standards regarding the use of social media in your Moves Business' operation, including prohibitions on you and your Moves Business' employees posting or blogging comments about your Moves Business or the System, other than on a website established or authorized by us ("social media" includes

personal blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the exclusive right to conduct collective/national campaigns via local social media on your behalf. You further acknowledge and agree that we shall have the sole right and responsibility to respond to any reviews of Moves Businesses posted on Yelp, TripAdvisor or any other similar Website, and you shall not respond to any such reviews.'

12.3.5. Any websites or other modes of electronic commerce that we establish or maintain, including but not limited to any apps that we may introduce, may, in addition to advertising and promoting the products, programs or services available at Moves businesses, also be devoted in part to offering Moves franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

13. INSPECTIONS AND AUDITS

13.1. **Our Right to Inspect your Moves Business**. To determine whether you and your Moves Business are complying with this Agreement and all System Standards, we and our designated agents have the exclusive right at any time during your regular business hours, and with or without prior notice to you:

13.1.1. enter your Moves Business and have unlimited and unrestricted access to inspect your Moves Business;

13.1.2. observe, photograph and videotape the operations of your Moves Business for such consecutive or intermittent periods as we deem necessary;

13.1.3. remove samples of any products, materials or supplies for testing and analysis;

13.1.4. interview personnel and customers of your Moves Business; and

13.1.5. inspect and copy any books, records, websites (or other forms of e-commerce) and documents relating to your operation of your Moves Business.

You agree to cooperate with us and/or our agents fully in connection with any such inspections, observations, photographing, videotaping, product removal and interviews. Any costs you incur due to an inspection will be your sole expense. If we exercise any of these rights, we will use our best efforts not to interfere unreasonably with your Moves Business's operation. Your failure to cooperate with us and our agents may result in termination of this Agreement and any other agreements you have with us as outlined in Article 14 of this Agreement. You agree to present to your customers such evaluation forms that we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by us or on our behalf. You agree to correct or repair any unsatisfactory conditions we specify within 5 days.

We shall notify you if in our judgment as a result of an inspection, your Moves Business's appearance, equipment, signs or decor does not meet the System Standards, and to provide written notification of what actions you must take to correct the deficiency(ies). You shall, within 30 days after receipt of this notice, take all steps needed to correct the deficiency(ies) or be subject to the non-compliance fee described in this Agreement for each area that was not corrected within the cure period. Additionally, we reserve the right, in our Reasonable Business Judgment, to correct

the deficiency(ies) necessary to your Moves Business at your expense to ensure compliance with our System Standards. You agree to reimburse us for any and all costs of any and all modifications made by us in order to bring your Moves Business into compliance with our System Standards. In the event you fail three inspections of your Moves Business in any twelve (12) month period, we reserve the right to terminate this Agreement

13.2. **Our Right to Audit**. We have the right at any time during your business hours, and with three (3) days prior notice to you, to inspect and audit, or cause to be inspected and audited, your (if you are a Business Entity) and your Moves Business's business, bookkeeping and accounting records, sales and income tax records and returns and other records. You agree to cooperate fully with our representatives and independent accountants we hire to conduct any such inspection or audit. If our inspection or audit is made necessary by your failure to furnish other information we require, or to furnish such items on a timely basis, or if the information is not accurate (i.e., your Gross Sales are understated by two percent (2%) or more), you agree to reimburse us for the cost of such inspection or audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees. You also must pay us any shortfall in the amounts you owe us, including late fees and interest, within 10 days of our notice. The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law.

14. TRANSFER

14.1. **By Us**. We have the exclusive right to transfer or assign this Agreement or any part of our rights or obligations under this Agreement to any person or legal entity, without your prior consent. You agree that we will have no liability after the effective date of the transfer or assignment for the performance of any obligations under this Agreement, unless otherwise stipulated in the terms of the transfer or assignment. You acknowledge that we can sell our assets; sell securities in a public offering or in a private placement; merge with, acquire, or be acquired by another company; or undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring, without restriction and without affecting your obligations under this Agreement.

14.2. **By You**. You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement, nor any interest in it, nor any ownership or other interest that would reduce your voting or equity interest to less than 51% in you or your Moves Business may be transferred without our prior written approval. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "transfer" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) this Agreement; (b) you; or (c) your Moves Business.

An assignment, sale, gift or other disposition includes the following events:

14.2.1. transfer of ownership of capital stock or a partnership interest;

14.2.2. merger or consolidation or issuance of additional securities or interests representing an ownership interest in you;

14.2.3. any issuance or sale of your stock or any security convertible to your stock;

14.2.4. transfer of an interest in you, this Agreement or your Moves Business in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;

14.2.5. transfer of an interest in you, this Agreement or your Moves Business, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or

14.2.6. pledge of this Agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon your Moves Business or your transfer, surrender or loss of possession, control or management of your Moves Business.

14.3. **Conditions for Approval of Transfer**. If you (and your owners) are in full compliance with this Agreement, then subject to the other provisions of this Section, we will approve a transfer that meets all the applicable requirements of this Section. The proposed transferee, including its direct and indirect owners, must be individuals or entities of good character and must meet our prevailing standards for the Moves Business franchisees at the time of the transfer. In addition to examining the qualifications of the proposed transferee and other factors we deem relevant, in deciding whether to approve a transfer, we may also consider the length of time your Moves Business has been opened and whether transferring the location at the current time is in the best interest of the System. A transfer of ownership, possession or control of your Moves Business may be made only in conjunction with a transfer of this Agreement. If the transfer is of this Agreement or a controlling interest in you, or is one of a series of transfers which in the aggregate constitute the transfer of this Agreement or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of the transfer:

14.3.1. the transferee, whether an individual or an entity, is properly licensed or accredited to provide veterinary medicine services, and possesses sufficient business experience, aptitude, and financial resources to effectively operate the Moves Business;

14.3.2. you have paid all Royalties, Technology Fees, contributions, amounts owed for purchases from us and all other amounts owed to us or to third-party creditors;

14.3.3. the transferee (or its owners) have agreed to complete our standard training program;

14.3.4. the transferee has signed our then-current franchise agreement;

14.3.5. subject to applicable federal and state laws, you have paid to us a transfer fee of one thousand five hundred dollars ($1,500);

14.3.6. if applicable, you have paid to us, or the respective third-party broker, any and all commissions or other fees due;

14.3.7. you (and your transferring owners) have executed a general release, in form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents;

14.3.8. we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of your Moves Business;

14.3.9. if you or your owners finance any part of the sale price of the transferred interest, you and/or your owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your owners have reserved in your Moves Business are subordinate to the transferee's obligation to pay Royalties, Technology Fees, contributions and other amounts due to us and otherwise to comply with this Agreement;

14.3.10. subject to state law, you and your transferring owners have executed a non-competition covenant in favor of us and the transferee, agreeing to be bound by the post-term competitive restrictions contained in this Agreement, commencing on the effective date of the transfer; and

14.3.11. you and your transferring owners have agreed that, except with respect to other Moves Businesses you own and operate, you and they will not directly or indirectly at any time or in any manner identify yourself or themselves or any business as a current or former Moves Business, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark, or other indicia of a Moves Business in any manner that suggests or indicates a current or past connection or association with us, or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a current or past connection or association with us.

If the proposed transfer is among your owners, you will not be required to sign a general release, although the transferee is required to reimburse us for any administrative costs we incur in connection with the transfer.

14.4. **Transfer to a Business Entity**. If you are in full compliance with this Agreement, you may transfer this Agreement to a Business Entity that conducts no business other than your Moves Business and, if applicable, other Moves Businesses, provided that you own, control and have the right to vote fifty-one percent (51%) or more of its issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of your Moves Business Entity must recite that the issuance and transfer of any ownership interests in your Moves Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interests in your Moves Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner execute an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of, all of your obligations under this Agreement. If you transfer this Agreement to a Business Entity pursuant to this Section you will not be required to pay a Transfer Fee.

14.5. **Transfer Upon Death or Disability**. Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, your or such owner's executor, administrator, conservator, guardian or other personal representative must transfer your interest in this Agreement or such owner's interest in you to a third party. Such disposition of this Agreement or the interest in you (including, without limitation, transfer by bequest or inheritance) must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in

you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating your Moves Business.

14.6. **Operation Upon Death or Disability**. If, upon your death or disability or the death or disability of the owner of a controlling interest in you, your Moves Business is not being managed by a trained Manager, your or such owner's executor, administrator, conservator, guardian or other personal representative must, within a reasonable time not to exceed three (3) months from the date of death or disability, appoint a Manager to operate your Moves Business. Such Manager will be required to complete training at your expense. Pending the appointment of a Manager as provided above or if, in our judgment, your Moves Business is not being managed properly any time after your death or disability or after the death or disability of the owner of a controlling interest in you, we have the right, but not the obligation, to appoint a Manager for your Moves Business. All funds from the operation of your Moves Business during the management by our appointed Manager will be kept in a separate account, and all expenses of your Moves Business, including compensation, other costs and travel and lodging expenses of our Manager, will be charged to this account. Operation of your Moves Business during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your owners for any debts, losses or obligations incurred by your Moves Business or to any of your creditors for any products, materials, supplies or services your Moves Business purchases during any period it is managed by our appointed Manager.

14.7. **Effect of Consent to Transfer**. Our consent to a transfer of this Agreement and your Moves Business or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of your Moves Business or transferee, a waiver of any claims we may have against you (or your owners), or a waiver of our right to demand the transferee's exact compliance with any of the terms or conditions of this Agreement. Furthermore, our consent to a transfer does not release you from your obligations under this Agreement unless expressly stated in writing by us.

14.8. **Our Right of First Refusal**. If you (or any of your owners) at any time determine to sell, assign or transfer for consideration an interest in this Agreement and your Moves Business or an ownership interest in you, you (or such owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of five percent (5%) or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror) and immediately submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in you or in this Agreement and your Moves Business and may not include an offer to purchase any of your (or your owners') other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your owners) for the interest in you or in this Agreement and your Moves Business must reflect the bona fide price offered and not reflect any value for any other property or rights. We have the right, exercisable by written notice delivered to you or your selling owner(s) within thirty (30) days from the date of the delivery to us of both an exact copy of such offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

14.8.1. we may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);

14.8.2. our credit will be deemed equal to the credit of any proposed purchaser;

14.8.3. we will have not less than sixty (60) days after giving notice of our election to purchase to prepare for closing; and

14.8.4. we are entitled to receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to:

14.8.5. ownership and condition of and title to stock or other forms of ownership interest and/or assets;

14.8.6. liens and encumbrances relating to the stock or other ownership interest and/or assets; and

14.8.7. validity of contracts and the liabilities, contingent or otherwise, of the corporation whose stock is being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that they will be bound by the non-competition covenant contained in Article 17.4 of this Agreement. You and your selling owner(s) further agree that you and they will, during this same time period, abide by the restrictions of this Agreement. If we do not exercise our right of first refusal, you or your owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer, provided that, if the sale to such purchaser is not completed within 120 days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30 day period following either the expiration of such 120 day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option.

15. TERMINATION OF AGREEMENT

15.1. **By You**. If you and your owners are in compliance with this Agreement and we materially fail to comply with this Agreement and do not correct or commence correction of such failure within sixty (60) days after written notice of such material failure is delivered to us, you may terminate this Agreement effective 60 days after delivery to us of written notice of termination. Your termination of this Agreement for any other reason or without such notice will be deemed a termination without cause, and is a breach of this Agreement by you.

15.2. **By Us**. Subject to state law, we have the right to terminate this Agreement, effective upon delivery of written notice of termination to you, if:

15.2.1. you (or any of your owners or staff) fail to maintain a valid veterinary license or accreditation to practice veterinary medicine and/or fail to notify us within twenty-four (24) hours in the event of any changes, suspensions, or revocations of such licenses or accreditations;

15.2.2. you (or any of your owners) have made any material misrepresentation or omission in connection with your purchase of the Franchise;

15.2.3. you or the required number of your personnel fail to successfully complete initial training to our satisfaction or you have not fulfilled all of the conditions for management of your Moves Business described in this Agreement;

15.2.4. you fail to open your Moves Business within the timeframe stated herein;

15.2.5. you are consistently late for appointments at Clinics or fail to show for an appointment at a Clinic more than two (2) times within any twelve (12) month period. For purposes of this provision, "consistently late" shall be defined as being late for appointments at Clinics on more than three (3) occasions within any twelve (12) month period.

15.2.6. you surrender or transfer control of the operation of your Moves Business without our prior written consent;

15.2.7. you provide any Specialty Service outside of your chosen Specialty Service on more than two (2) occasions during any twelve (12) consecutive month period;

15.2.8. you provide your Specialty Service at a Clinic that has been selected by us, our affiliate or another Moves franchisee who is offering the same Specialty Service at the Clinic;

15.2.9. you offer or sell any unauthorized Services on more than two (2) occasions during any twelve (12) consecutive month period, regardless of whether you cured your breach on the prior occasions;

15.2.10. you receive more than three (3) verified complaints from Clinics regarding your quality of service within a twelve (12) consecutive month period;

15.2.11. you purchase inventory from a supplier that has not previously been approved by us;

15.2.12. you directly contact, without our prior written approval, one of our, or our affiliates', vendors or suppliers;

15.2.13. you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense that, in our sole discretion, is likely to adversely affect your reputation, our reputation, or the reputation of any other Moves Business;

15.2.14. you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you or your Moves Business;

15.2.15. in the event of your death or disability or the death or disability of the owner of a controlling interest in you, this Agreement or such owner's interest in you is not assigned as required under this Agreement;

15.2.16. you (or any of your owners) make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Manuals in violation of this Agreement;

15.2.17. you violate any health, safety or sanitation law, ordinance or regulation and do not cure the non-compliance or violation within the time period required by the entity issuing such violation;

15.2.18. you fail to make payments of any amounts due to us or our affiliates and do not correct such failure within ten (10) days after written notice of such failure is delivered to you, regardless of whether such notice is received;

15.2.19. you fail to make payments of any amounts due to approved suppliers of products or services and do not correct such failure within ten (10) days after written notice of such failure is delivered to you by such supplier;

15.2.20. you fail to pay when due any federal or state income, service, sales or other taxes due on the operations of your Moves Business, unless you are in good faith contesting your liability for such taxes;

15.2.21. you fail to obtain and maintain any permits or licenses required by federal, state or local authorities;

15.2.22. you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct such failure within thirty (30) days after written notice of such failure to comply is delivered to you;

15.2.23. you (or any of your owners) fail on two (2) or more separate occasions within any period of twelve (12) consecutive months to pay when due any amounts due to us or our affiliates or otherwise to comply with this Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you; or

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

16. RIGHTS AND OBLIGATIONS UPON TERMINATION

16.1. **Payment of Amounts Owed To Us**. You agree to pay us within fifteen (15) days after the effective date of termination or expiration of this Agreement, or on such later date that we determine amounts are due to us, all amounts due for Royalties, Technology Fees, contributions, amounts owed for purchases from us, interest due on any of the foregoing, and any and all other amounts owed to us which are then unpaid.

16.2. **Payment of Liquidated Damages**. In the event this Agreement is terminated due to your default, you agree to pay us a lump sum payment (as liquidated damages and not as a penalty) in an amount equal to: (a) the average Royalty Fee and, if applicable, Technician Fee payable by you over the eighteen (18) month period immediately prior to the date of termination (or such shorter time period if the Moves Business has been open less than eighteen (18) months); (b) multiplied by the lesser of (i) forty-eight (48) months or (ii) the number of months then remaining in the then-current term of this Agreement. You acknowledge that a precise calculation of the full extent of

the damages we will incur in the event of termination of this Agreement as a result of your default is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable pursuant to this Section shall be in addition to all other amounts payable under this Agreement and shall not affect our right to obtain appropriate injunctive relief and remedies pursuant to any other provision of this Agreement.

16.3. **Marks**. Upon the termination or expiration of this Agreement:

16.3.1. you may not directly or indirectly at any time or in any manner (except with respect to other the Moves Businesses you own and operate) identify yourself or any business as a current or former the Moves Business, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark or other indicia of a Moves Business in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that indicates or suggests a connection or association with us;

16.3.2. you agree to take immediate action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

16.3.3. if we do not have or do not exercise an option to purchase your Moves Business pursuant to this Agreement, you agree to deliver to us within thirty (30) days after, as applicable, the effective date of expiration of this Agreement or the Notification Date all signs, sign-faces, sign-cabinets, marketing materials, forms and other materials containing any Mark or otherwise identifying or relating to a Moves Business and allow us, without liability to you or third parties, to remove all such items from your Moves Business;

16.3.4. if we do not have or do not exercise an option to purchase your Moves Business pursuant to this Agreement, you agree that after the effective date of expiration of this Agreement or the Notification Date (whichever is applicable), you will promptly and at your own expense make such alterations we specify to distinguish your Moves Business clearly from its former appearance and from other the Moves Businesses so as to prevent confusion by the public;

16.3.5. if we do not have or do not exercise an option to purchase your Moves Business pursuant to this Agreement you agree that after the effective date of expiration of this Agreement or the Notification Date (whichever is applicable), you will notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, telecopy or other numbers and any regular, classified or other telephone directory listings associated with any Mark, authorize the transfer of such numbers and directory listings to us or at our direction and/or instruct the telephone company to forward all calls made to your telephone numbers to numbers we specify; and

16.3.6. you agree to furnish us, within 30 days after the effective date of expiration of this Agreement or the Notification Date (whichever is applicable), with evidence satisfactory to us of your compliance with the foregoing obligations.

16.4. **Confidential Information**. You agree that, upon termination or expiration of this Agreement, you will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manuals and any other confidential materials that we have loaned to you.

16.5. **Competitive Restrictions**. Subject to state law, upon termination or expiration of this Agreement for any reason whatsoever (and you have not acquired a Successor Franchise), you and

your owners agree that for a period of two (2) years commencing on the effective date of termination or expiration neither you nor any of your owners will have any direct or indirect interest (e.g. through a spouse or child) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, member, Manager, representative or agent or in any other capacity in any Competitive Business operating:

16.5.1. at or on behalf of any Clinic that your Moves Business operates or operated at;

16.5.2. within one hundred (100) meters of any Clinic that your Moves Business operates or operated at; or

16.5.3. within one hundred (100) meters of any other of any Clinic that we or another Moves business operates or operated at.

If any person bound by this Non-Compete Clause refuses to comply voluntarily with the obligations herein, the two (2) year period will commence with the entry of an order by an arbitrator, or court if necessary, enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

17. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

17.1. **Independent Contractors**. You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, Business personnel and others as the owner of your Moves Business under a Franchise we have granted and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time-to-time. If you do not do so, we may place the notices and accomplish the foregoing as we see fit, and you must reimburse us for doing so.

17.2. **No Liability for Acts of Other Party**. You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and franchisee or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. Under no circumstances shall we be held liable for any damages, whether direct or indirect, to any person or property arising out of the operation of your Moves Business or the business you conduct under this Agreement.

17.3. **Taxes**. We will have no liability for any sales, use, alcohol surcharge, service, occupation, excise, gross receipts, income, payroll, property or other taxes, whether levied upon you or your Moves Business, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your responsibility.

17.4. **Indemnification**. You agree to indemnify, defend and hold harmless us, our affiliates, our parents, and our and our affiliates' and parents' respective shareholders, directors, officers, employees, agents, successors and assignees (the "Indemnified Party(ies)") against and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all taxes described in this Agreement and any and all claims and liabilities directly or indirectly arising out of your Moves Business's operation (even if our negligence is alleged, but not proven) or your breach of this Agreement. For purposes of this indemnification, "claims" includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountants', arbitrators', attorneys', paralegals' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and lodging expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

18. INSURANCE.

18.1. **Types Required**. Throughout the duration of this Agreement, you are required to maintain, at your own expense, the following types of insurance coverage under policies issued by carriers that we approve. These insurance coverage types must not be altered or reduced without obtaining our prior written approval:

18.1.1. A commercial general liability policy with full limits, achieved either by primary or excess/umbrella insurance, for bodily injury and property damage of not less than $1,000,000 per occurrence, with an aggregate limit of not less than $2,000,000, to include products liability and contractual liability and contain no exclusion related to your compliance with mandatory or voluntary safety standards of the United States;

18.1.2. An automobile liability insurance policy with limits of not less than $1,000,000 combined single limit;

18.1.3. Veterinary malpractice insurance for Franchisee, employees, agents, and staff in an amount of not less than $1,000,000 per incident with a $3,000,000 annual aggregate; and

18.1.4. If applicable, Workers' compensation insurance, including coverage for occupational disease, in the benefit amounts required by applicable laws, and employer's liability insurance, with limits of bodily injury by accident of not less than $1,000,000 each accident, bodily injury by disease of not less than $1,000,000 policy limit, and bodily injury by disease of not less than $1,000,000 each employee. This coverage must also include coverage for temporary and contingent workers.

18.2. **Coverage Requirements**. You must maintain the insurance coverages in the minimum amounts we prescribe from time-to-time in our System Standards. We may periodically increase the amounts of coverage required under these insurance policies, but will not decrease them, and may require different or additional kinds of insurance at any time to reflect inflation, identification

of new risks, changes in law or standards of liability, higher damage awards or other relevant changes and circumstances.

18.3. **Policy Terms**. All insurance policies must, without exception:

18.3.1. contain no provision which in any way limits or reduces coverage for us in the event of any claim by us or any of our affiliates, directors, officers or agents;

18.3.2. extend to provide indemnity for all obligations assumed by you under this Agreement and all items for which you are required to indemnify us under the provisions of this Agreement or otherwise;

18.3.3. name us and our affiliates as additional insureds;

18.3.4. contain a waiver of the insurance company's right of subrogation against us;

18.3.5. provide that the coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured;

18.3.6. provide that the insurance company will provide us with at least 30 days' prior written notice of termination, expiration, cancellation or material modification of any policy; and

18.3.7. provide that you cannot reduce the policy limits, restrict coverage, cancel or otherwise alter or amend the policies without our prior written consent, and any such attempt to do so without our consent shall be considered a material breach of this Agreement.

18.4. **Evidence of Coverage**. Before the expiration of the term of each insurance policy, you must furnish us with a copy of each new, renewal or replacement policy you have obtained to extend your coverage, along with evidence of the premium payment. If you fail to maintain the required insurance coverage, or fail to furnish us with satisfactory evidence of insurance coverage and premium payments, we reserve the right, in addition to our other rights and remedies under this Agreement, to obtain any required insurance coverage on your behalf at your expense. If we do so, you must fully cooperate with us in our effort to obtain the insurance policies and must promptly sign all forms required to obtain or maintain the insurance. You must also allow any inspections of your Moves Business required to obtain or maintain the insurance. Finally, you must pay us, on demand, any costs and premiums we incur in obtaining insurance on your behalf. Neither your obligation to maintain insurance coverage nor our maintenance of insurance on your behalf will reduce or absolve you of any obligations of indemnification described in this Agreement.

19. ENFORCEMENT.

19.1. **Severability; Substitution of Valid Provisions**. Except as otherwise stated in this Agreement, each term of this Agreement, and any portion of any term, are severable. The remainder of this Agreement will continue in full force and effect. To the extent that any provision restricting your competitive activities is deemed unenforceable, you and we agree that such provision will be enforced to the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with such governing law if any applicable law requires: (a) a greater prior notice of the termination of or refusal to renew this Agreement; or (b) the taking of some other action not described in this Agreement; or (c) if any System Standard

is invalid or unenforceable. We may modify such invalid or unenforceable provision to the extent required to be valid and enforceable. In such event, you will be bound by the modified provisions.

19.2. **Waivers**. We will not be deemed to have waived our right to demand exact compliance with any of the terms of this Agreement, even if at any time: (a) we do not exercise a right or power available to us under this Agreement; or (b) we do not insist on your strict compliance with the terms of this Agreement; or (c) if there develops a custom or practice which is at variance with the terms of this Agreement; or (d) if we accept payments which are otherwise due to us under this Agreement. Similarly, our waiver of any particular breach or series of breaches under this Agreement or of any similar term in any other agreement between you and us or between us and any other franchise owner, will not affect our rights with respect to any later breach by you or anyone else.

19.3. **Force Majeure**. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from any of the following and is not caused or exacerbated by the non-performing party: (a) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material, or energy, or the voluntary forgoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any national, state, provincial, municipal or other government or any department or agency thereof; (b) compliance with any law, ruling, order, regulation, requirement, or instruction of any national, state, provincial, municipal or other government or any department or agency thereof; (c) acts of God; (d) acts of war or insurrection; (e) strikes, lockouts, boycotts, fire and other casualties; (f) pandemics or epidemics; or (g) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance in whole or in part as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of amounts or fees thereafter, and as soon as performance is possible the non-performing party shall immediately resume performance; provided that in no event shall such period of excused non-performance exceed six (6) months. The ability to invoke this clause is conditioned upon delivery of written notice to the other party stating the basis for such invocation as soon as reasonably practical – in no event longer than ten (10) days – after learning of the basis. The party invoking this clause shall use reasonable efforts to limit damages to the other party.

19.4. **Approval and Consents**. Whenever this Agreement requires our advance approval, agreement or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing. Except where expressly stated otherwise in this Agreement, we have the absolute right, in our sole discretion, to refuse any request by you or to withhold our approval of any action or omission by you. If we provide to you any waiver, approval, consent, or suggestion, or if we neglect or delay our response or deny any request for any of those, we will not be deemed to have made any warranties or guarantees which you may rely on, and will not assume any liability or obligation to you.

20. DISPUTE RESOLUTION.

20.1. **Agreement to Arbitrate**. You and we acknowledge that resolving disputes prior to commencing arbitration hearings or court proceedings is in the best interests of both parties, all other franchisees and our System. Therefore, the parties agree that they will seek to settle any dispute between them through good faith negotiations prior to arbitration. However, if the parties are unable to settle the dispute or controversy, then except as expressly provided to the contrary in this Agreement, all disputes and controversies between you and we, including allegations of fraud,

misrepresentation and violation of any state or federal laws, rules or regulations, arising under, as a result of, or in connection with this Agreement or the Moves Business are subject to and will be resolved exclusively by arbitration conducted according to the then current commercial arbitration rules of the American Arbitration Association.

20.2. **Notice of Dispute**. The party alleging the dispute must provide the other party with written notice setting forth the alleged dispute in detail. The party who receives written notice alleging the dispute will have thirty (30) days after receipt of the written notice to correct, settle or compromise the dispute specified in the written notice. If the written notice alleges that the Franchisee is delinquent in the payment of any fees or other payments payable to us, the Franchisee will have ten (10) days to make full payment (including interest and Administrative Fees as provided for herein) to us.

20.3. **Demand for Arbitration**. If the dispute alleged by either party has not been corrected, settled or compromised within the time period provided for in this Agreement, then either party may demand arbitration in accordance with the Code of Procedure of the American Arbitration Association. Unless agreed otherwise by the parties, three Arbitrators will be selected to hear the matter, one of which must be a retired judge. You and we will each fully perform their obligations under this Agreement during the entire arbitration process.

20.4. **Venue and Jurisdiction**. All arbitration hearings will take place exclusively in Mecklenburg County, North Carolina, or at such other location as we may designate in our sole discretion, and will be held no later than ninety (90) days after the Arbitrators have been selected. You, we, and our respective officers, directors, Owners and the Personal Guarantors, unconditionally agree and submit to personal jurisdiction in the State of North Carolina in connection with any arbitration hearings under this Agreement and any suits brought to enforce the decision of the Arbitrators. You, we, and our respective officers, directors, Owners and the Personal Guarantors, expressly waive any rights to contest venue and jurisdiction in the State of North Carolina and any claims that venue and jurisdiction are invalid.

20.5. **Powers of Arbitrators**. The authority of the Arbitrators will be limited to making a finding, judgment, decision and award relating to the interpretation of or adherence to the written provisions of this Agreement. The Federal Rules of Evidence (the "Rules") will apply to all arbitration hearings and the introduction of all evidence, testimony, records, affidavits, documents and memoranda in any arbitration hearing must comply in all respects with the Rules and legal precedents interpreting the Rules. Both parties will have the absolute right to cross-examine any person who testified against them or in favor of the other party. The Arbitrators will have no authority to add to, delete or modify in any manner the terms and provisions of this Agreement. All findings, judgments, decisions and awards of the Arbitrators will be limited to the dispute set forth in the written demand for arbitration, and the Arbitrators will have no authority to decide any other issues. The Arbitrators will not have the right or authority to award punitive damages to either us or you, or any of our or your officers, directors, Owners and the Personal Guarantors. Both parties, including their officers, directors, Owners and the Personal Guarantors, expressly waive their rights to plead or seek punitive damages. All findings, judgments, decisions and awards by the Arbitrators will be in writing, will be made within sixty (60) days after the arbitration hearing has been completed, and will be final and binding on you and us. The written decision of the Arbitrators will be deemed to be an order, judgment and decree and may be entered as such in any court of competent jurisdiction by either party. If, during the course of arbitration, either party fails to appear at a meeting or hearing duly scheduled in accordance with the Code of Procedure of the American Arbitration Association, the Arbitrators will have the absolute right to enter a default judgment and resulting order against the party failing to appear.

20.6. **Disputes Not Subject to Arbitration**. Notwithstanding anything to the contrary in this Agreement, the following disputes between you and us will not be subject to arbitration: (a) your or your owners', employees', officers', directors' or agents' use of the Marks or Copyrights; (b) your obligations upon termination or expiration of this Agreement; and (c) your or your owners', officers', directors', employees' or agents' violation of the provisions of this Agreement relating to confidentiality and the covenants not to compete.

20.7. **No Collateral Estoppel or Class Actions**. All arbitration findings, conclusions, orders and awards made by the Arbitrators will be final and binding on you and us; however, such arbitration findings, conclusions, orders and awards may not be used to collaterally estop either you or we from raising any like or similar issue or defense in any subsequent arbitration, litigation, court hearing or other proceeding involving third parties, including other franchisees. You and we agree that no person or entity except you and we, and your and our respective officers, directors, owners and/or personal guarantors will have the right to join in, become a party, litigate or participate in any arbitration proceeding arising under this Agreement, and therefore, you and we specifically agree that the American Arbitration Association and the Arbitrators appointed under the American Arbitration Association procedural rules will not be authorized to permit class actions or to permit any other person or entity to be involved, participate, or be named as a litigating party in any arbitration proceeding or matter brought under this Agreement by you or we or your and our respective officers, directors, owners and/or personal guarantors.

20.8. **Confidentiality**. All evidence, testimony, records, documents, findings, decisions, judgments and awards pertaining to any arbitration hearing between you and us will be secret and confidential in all respects. Except as provided for in this Agreement or as may be required by law, You and we will not disclose the decision or award of the Arbitrators and will not disclose any evidence, testimony, records, documents, findings, orders, or other matters from the arbitration hearing to any person or entity except as required by law. Nothing herein will prevent either party from disclosing or using any information presented in any arbitration proceeding in any subsequent court hearing brought by either you or we pursuant to this Agreement.

20.9. **Federal Arbitration Act**. Any issue regarding arbitration, including but not limited to the enforceability, interpretation, or application of the arbitration provision, will be governed by the Federal Arbitration Act and the federal common law of arbitration.

20.10. **Waiver of Punitive Damages**. Except for your obligations to indemnify us pursuant to this agreement and claims for unauthorized use of our marks, copyrights or confidential information, or your or your owners', officers', directors', employees' or agents' violation of the noncompetition covenants, you and we each waive to the full extent permitted by law any right to, or claim for, any punitive or exemplary damages against the other. However, this waiver does not apply to any claims we may have against you. You and we also agree that, in the event of a dispute between you and us that are subject to the limitation or exemption of punitive damages, the party making a claim will be limited to equitable relief and recovery of any actual damages it sustains.

20.11. **Limitations of Claims**. All claims arising out of this Agreement or the relationship between you and us must be made by written notice to the other party within one (1) year from the date of the incident giving rise to such claim, or within one (1) year from the date when such incident becomes known or should have reasonably been known by the aggrieved party, whichever is later. This does not apply to claims arising from: (a) claims for indemnification; (b) unauthorized use of the marks or copyrights; and/or (c) any other breach of this Agreement by you. However, this provision does not limit the right to terminate this Agreement in any way.

20.12. **Governing Law**. Except to the extent this agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham act, 15 U.S.C. §1051 and the sections following it) or other federal law, this agreement and the franchise are governed by North Carolina law (without regard to its conflict of laws principles), excluding any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee, unless the jurisdictional requirements of such laws are met independently without reference to this section. All matters relating to arbitration are governed by the federal arbitration act. References to any law or regulation also refer to any successor laws or regulations and any impending regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

20.13. **Jurisdiction**. For all claims or disputes not subject to arbitration, you and we consent and irrevocably submit to the exclusive jurisdiction and venue of the state court of competent jurisdiction located in Mecklenburg County, North Carolina and waive any objection to the jurisdiction and venue of such court. The exclusive choice of jurisdiction does not preclude the bringing of any action by the parties or the enforcement by the parties in any judgment obtained in any such jurisdiction, in any other appropriate jurisdiction or the right of the parties to confirm or enforce any arbitration award in any appropriate jurisdiction.

20.14. **Waiver of Jury Trial**. You and we each irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either you or us.

20.15. **Private Disputes**. Any dispute and any litigation arising out of or related to this Agreement, the relationship of the parties, or the franchise business, will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. Any such proceeding will not be consolidated with any other proceeding involving any other person, except for disputes involving affiliates of the parties.

20.16. **Cumulative Remedies**. The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

20.17. **Costs and Attorneys' Fees**. If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal or arbitration proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. Attorneys' fees will include, without limitation, reasonable legal fees charged by attorneys, paralegal fees, and costs and disbursements, whether incurred prior to, or in preparation for, or contemplation of, the filing of written demand or claim, action, hearing, or proceeding to enforce the obligations of the parties under this Agreement.

20.18. **Binding Effect**. This Agreement is binding on and will inure to the benefit of our successors and assigns. Except as otherwise provided in this Agreement, this Agreement will also be binding on your successors and assigns, and your heirs, executors and administrators. However, any assignment of this Agreement by you must be approved by us in writing.

20.19. **Entire Agreement**. This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be

modified only by written agreement signed by both you and us. However, nothing contained in this Section will limit your right to rely on statements made in our Franchise Disclosure Document.

20.20. **No Liability to Others; No Other Beneficiaries**. We will not, because of this Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or legal entity who is not a party to this Agreement. Except as specifically described in this Agreement, no other party has any rights because of this Agreement. The Franchisee acknowledges that other Moves franchisees may be granted franchises at different times, different locations, under different economic conditions and in different situations. The Franchisee further acknowledges that the economics and terms and conditions of such other franchises may vary from those contained in this Agreement, but all such variations will be within the discretion and Reasonable Business Judgment of the Franchisor.

20.21. **Construction**. The headings of the sections are for convenience only. If two or more persons are at any time Franchise owners hereunder, whether or not as partners or joint venturers, their obligations and liabilities to us are joint and several. This Agreement may be signed in multiple copies, each of which will be an original. "A or B" means "A" or "B" or both.

20.22. **Certain Definitions**.

20.22.1. The term "family member" refers to parents, spouses, offspring and siblings, and the parents and siblings of spouses.

20.22.2. The term "affiliate" means any Business Entity directly or indirectly owned or controlled by a person, under common control with a person or controlled by a person.

20.22.3. The terms "franchisee, franchise owner, you and your" are applicable to one or more persons, a Business Entity, as the case may be.

20.22.4. The singular use of any pronoun also includes the plural and the masculine and neuter usages include the other and the feminine.

20.22.5. The term "person" includes individuals and Business Entities.

20.22.6. You and we are sometimes referred to individually as a "party" and collectively as "parties."

20.22.7. The term "section" refers to a section or subsection of this Agreement.

20.22.8. The word "control" means the power to direct or cause the direction of management and policies.

20.22.9. The term "Owner" means any individual or entity holding a direct or indirect, legal or beneficial ownership interest or voting rights in another person (or a transferee of this Agreement or an interest in the Franchisee), including any person who has a direct or indirect interest in the Franchisee or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets.

20.22.10. The term "Reasonable Business Judgment" refers to any and all decisions, actions and/or choices made by us concerning and/or relating to this Agreement, the System, Moves

Businesses and your Moves Business where we undertake and/or make such decision with the intention of benefitting and/or acting in a way that could benefit the System including, as examples and without limitation, enhancing the value of the Marks, increasing customer satisfaction, minimizing potential customer confusion as to the Marks, determining operating territory markets, minimizing potential customer confusion as to the location of Moves Businesses, expanding brand awareness of the Marks, implementing marketing and accounting control systems, approving products, services, supplies and equipment. You acknowledge and agree that when a decision, determination, action and/or choice is made by us in our Reasonable Business Judgment that such decision, determination, action and/or choice made by us shall take precedence and prevail, even if other alternatives, determinations, actions and/or choices are reasonable or arguably available and/or preferable. You further acknowledge and agree that in connection with any decision, determination, action and/or choice made by us in our Reasonable Business Judgment that: (i) we possess a legitimate interest in seeking to maximize our profits; (ii) we shall not be required to consider your individual economic or business interests (as compared to the overall System), and (iii) should we economically benefit from such decision, determination, action and/or choice that such economic benefit to us shall not be relevant to demonstrating that we did not exercise reasonable business judgment with regard to our obligations under this Agreement and/or with regard to the System. You agree that neither you and/or any third party, including, but not limited to, any third party acting as a trier of fact, shall substitute your or such third party's judgment for our Reasonable Business Judgment. You further agree that should you challenge our Reasonable Business Judgment in any legal proceeding that you shall possess the burden of demonstrating that we failed to exercise our Reasonable Business Judgment.

20.23. **Timing is of the Essence**. It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "from" and "commencing on" (and the like) mean "from and including"; and the words "to," "until" and "ending on" (and the like) mean "to but excluding." Indications of time of day mean North Carolina time.

21. NOTICES AND PAYMENTS.

All written notices and reports permitted or required under this Agreement or by the Manuals will be deemed delivered:

(a) 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

(b) 3 business days after placement in the United States mail by certified mail, return receipt requested, postage prepaid.

All such notices must be addressed to the parties as follows:

If to Us: Moves Managed Services Inc.
P.O. Box 2592
Davidson, NC 28036-2592
Attention: Franchise Department

And

Moves Managed Services Inc.
120 South Main Street, Suite C
Davidson, NC 28036

If to You: _____
_____
_____
Attention:

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within ten (10) business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least two (2) days prior to such date, or in which the receipt from the commercial courier service is not dated prior to two (2) days prior to such date) will be deemed delinquent.

Intending to be legally bound, both parties sign and deliver this Agreement in duplicate, with each counterpart being considered an original. The Agreement will be effective as of the Agreement Date, regardless of the actual date of signature.

FRANCHISOR:
Moves Managed Services Inc.

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:
_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
TO THE
Moves Managed Services Inc.
FRANCHISE AGREEMENT

Territory(s). The Territory for your Moves Business is as follows (describe geographic area or itemize chosen Clinics):

_____
_____
_____
_____

Initial Franchise Fee: $_____

"US"	**"YOU"**
WE:	**YOU:**
Moves Managed Services Inc.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT "B" TO THE
TO THE
MOVES MANAGED SERVICES INC.
FRANCHISE AGREEMENT

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners (referred to as "you" or "your" for purposes of this Guaranty only) of _____ (the "Business Entity") under the Franchise Agreement dated _____ (the "Agreement") with Moves Managed Services Inc., a Delaware corporation ("we," "us," or "our").

1. Incorporation of Terms. Each term of the Franchise Agreement is incorporated into this Guaranty.

2. Guaranty. In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of you agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. Payment. If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. Waivers. Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. Consents and Agreements. Each Guarantor hereby consents to and agrees that: (a) their direct and immediate liability under this Guaranty is joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to the Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and remain irrevocable throughout the term of the Agreement and, if required by the Agreement, will persist even after its termination or expiration.

6. Enforcement Costs. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, or if we engage legal counsel in anticipation of enforcement, you must reimburse us for

our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and lodging expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

7. Effectiveness. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature, and will continue indefinitely until explicitly terminated in writing by us. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by North Carolina law and we may enforce our rights regarding it in the courts of Mecklenburg County, North Carolina. Each of you irrevocably submits to the jurisdiction and venue of such courts.

8. This Guaranty is subject to the Washington Franchise Investment Protections Act, RCW 19.100, and the rules adopted thereunder.

Each Guarantor hereby signs and delivers this Guaranty, which shall become effective as of the date of the Agreement, regardless of the actual date of signature.

Signature of Each Guarantor	Percentage of Ownership in Franchisee
_____	
_____	
_____	
_____	

EXHIBIT "C" TO THE
TO THE
MOVES MANAGED SERVICES INC.
FRANCHISE AGREEMENT

PRINCIPAL OWNER'S STATEMENT

This form must be completed by the Franchisee Entity ("Franchisee") if Franchisee has multiple owners or if Franchisee is owned by another/other business organization (such as a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise Agreement to Franchisee.

1. **Form of Owner**. Franchisee is a (check one):

(a)	General Partnership	☐
(b)	Corporation	☐
(c)	Limited Partnership	☐
(d)	Limited Liability Company	☐
(e)	Other Specify:	☐

2. **Business Entity**. The Franchisee was incorporated or formed on _____, _____ (date), under the laws of the State of _____. The Franchisee has not conducted business under any name other than this corporation, limited liability company or partnership name and _____ (Entity Name). The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) relative to the Franchisee and their positions are listed below:

Name of Person	Position(s) Held

3. **Owners**. The following list includes the full name and mailing address of each person who is one my owners and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Owner's Name and Address	Description of Interest	% of Ownership

3. **Governing Documents**. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization of Franchisee (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

This Owner's Statement is current and complete as of _____.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

OWNERS:

<u>Individuals</u>:

_____
(Signature)

_____
(Print Name)
Date: _____

_____
(Signature)

_____
(Print Name)
Date: _____

_____
(Signature)

_____
(Print Name)
Date: _____

_____
(Signature)

_____
(Print Name)
Date: _____

Corporation, Limited Liabilty Company or Partnership:

_____
(Name of Entity)

By: _____
Name: _____
Title: _____
Date: _____

_____
(Name of Entity)

By: _____
Name: _____
Title: _____
Date: _____

_____
(Name of Entity)

By: _____
Name: _____
Title: _____
Date: _____

_____
(Name of Entity)

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F TO THE DISCLOSURE DOCUMENT

FORM OF GENERAL RELEASE

SAMPLE GENERAL RELEASE

In consideration of the agreement of Moves Managed Services Inc. ("Franchisor") to allow _____ ("Franchisee") to [RENEW OR TRANSFER] its Franchise Agreement dated _____ between Franchisee and Franchisor ("Agreement"), Franchisee hereby releases and forever discharges Franchisor, and its affiliates, as well as their members, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims Franchisee may have against such parties known and unknown, foreseen and unforeseen, from all beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to Franchisee, and any matters arising under the Agreement or under any other agreement between Franchisee and Franchisor or its affiliates. [FOR TRANSFERS: Further, Franchisee acknowledges that transfer of the Agreement shall terminate Franchisee's interest in the Agreement, but Franchisee will continue to be bound by all post-termination provisions of the Agreement, including but not limited to the obligations of confidentiality, and the covenant not to compete contained in the Agreement.]

[IN CALIFORNIA: The foregoing release is intended as a general release of all claims, demands, actions, causes of action, obligations, damages and liabilities of any kind or nature whatsoever that relate to the matters recited therein, and is intended to encompass all known and unknown, foreseen and unforeseen claims which the releasing party may have against any party being released. Section 1542 of the California Civil Code provides:

> A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him might have materially affected his settlement with the debtor.
>
> You expressly waive the provisions of Section 1542 of the California Civil Code and expressly release each party to be released from all liability or claims arising out of any matters recited in the release.]

[IN WASHINGTON: The foregoing release does not apply to the claims arising under the Franchise Investment Protection Act, chapter 19.100 RCW, or the Securities Act of Washington, chapter 21.20 RCW. See RCW 19.100.220(2) and 21.20.430(5).]

FRANCHISEE:

_____
By: _____
Its: _____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

FORM OF CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

THIS CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT (this "Agreement") is effective as of _____, between _____ ("we," "us," "our" or "Franchisee") and _____ ("you" or "your"), an employee or independent contractor of ours.

BACKGROUND INFORMATION:

We have entered into a Franchise Agreement (the "Franchise Agreement") with Moves Managed Services Inc., a Delaware corporation (the "Franchisor") to operate a Moves Business (the "Business") within (the "Territory"). The Business specializes in providing specialty veterinary services to veterinary clinics, and is operated pursuant to formats, specifications, standards methods and procedures prescribed or approved by the Franchisor (the "System"). We possess or have access to certain confidential information relating to the System; including the operations manuals; other proprietary materials; the sales and marketing techniques used, knowledge of and experience in developing and operating a Moves Business; customer information; recipes and ingredients; knowledge of specifications for and suppliers of certain goods, products, services, and supplies used by or related to the System, certain of which the Franchisor licenses to us or which are developed by us under the Franchise Agreement but are owned by the Franchisor (the "Confidential Information").

You understand that the System and Confidential Information are the Franchisor's proprietary, trade secrets and are confidential. You acknowledge that we and the Franchisor have provided you with specialized and extensive training regarding the Business and that we have developed extensive customer goodwill. We have an obligation under our Franchise Agreement to maintain the Confidential Information as secret and confidential. You represent to us and the Franchisor that you have other skills, including the freedom and credentials to seek employment at a brick and mortar veterinary hospital in a business to consumer environment or to establish your own business to consumer veterinary hospital, that you can utilize if, for any reason, your relationship with us ends.

OPERATIVE TERMS:

Accordingly, you and we agree as follows:

1. **Confidentiality.** You will (a) not use the Confidential Information in any other business or capacity; (b) maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement and your employment by, or association with, us; (c) not make unauthorized copies of any portion of the Confidential Information disclosed in written form; and (d) comply with all procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information.

2. **Competitive Restrictions.** Subject to applicable state law, during the time that you are associated with us, as an employee or independent contractor and for a period of 2 years following the termination of such association, unless we and the Franchisor otherwise permit in writing and except on our behalf, you will not:

(a) have any direct or indirect interest (e.g., through a spouse or child) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, member, manager, representative, or agent or in any other capacity in any business or facility owning, operating, managing, or granting franchises or licenses to others to do so, or in any Competitive Business

operating:

(i) at any of the Clinics we operate at;

(iii) within any of the Clinics any other Moves Business operates at on the later of the effective date of the termination or expiration of your employment or the date on which you comply with such restrictions (see Section 5 below).

(b) on behalf of yourself or any other person, or in any capacity associated with any other person or entity, solicit, divert, take away, or interfere with any of the business, customers, vendors, suppliers, franchisees or contractors of ours or the Franchisor, our or its affiliates or any of its franchisees as may exist during the term of this Agreement or thereafter.

The words "**Competitive Business**" mean any business or facility owning, operating or managing, or granting or selling, offering or supporting franchises or licenses to others to do so, any mobile or fixed business or facility that features services that are the same or similar to the Services offered generally by Moves Businesses (other than a Moves Business under a franchise agreement with us).

The word "**Clinic**" shall mean any veterinary practice, whether independently owned and operated or as part of a local, regional or national group of veterinary practices (including veterinary hospitals) where animals can receive medical care from a licensed veterinarian.

3. **Confidential Information** You will not acquire any interest in the Confidential Information. The use or duplication of any Confidential Information in any other business will constitute an unfair method of competition. You will not disclose, leak, divulge, disseminate, reveal, make available, replicate, duplicate (in any form, tangible or intangible) or otherwise communicate all or any portion of the Confidential Information to any other person or entity, or use it for any purpose other than while you are working with us at the Business under a Franchise Agreement with Franchisor, either directly or indirectly. You will use the highest degree of care to safeguard the confidentiality of the Confidential Information and not make any copies of the Confidential Information (intangible, printed or an intangible form). You will follow all reasonable procedures we or the Franchisor may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information (collectively, the "Confidentiality Obligations").

4. **Liquidated Damages**. You acknowledge that the Franchisor would suffer substantial damages if you violated the Competitive Restriction set forth in Section 2 above. You acknowledge that that such damages are difficult to estimate accurately and proof of such damages would be burdensome and costly, although such damages are real and meaningful. Therefore, in the event that you violate any of the Competitive Restriction set forth in this Agreement, within 15 calendar days of such violation, you will pay us liquidated damages in the amount of our then-current initial franchise fee ("Competitive Liquidated Damages"). You agree that Competitive Liquidated Damages as calculated under this Section represent the best estimate the Franchisor would suffer for its costs and expenses of investigation and its internal non-legal costs to prepare to enforce its rights if you were to violate the Competitive Restriction set forth in this Agreement. Your payment of the Competitive Liquidated Damages will not be considered a penalty, but instead a reasonable estimate of fair compensation to the Franchisor for some of, but not all of, the damages, costs and expenses it will incur if you violate the Competitive Restriction. The Franchisor is also entitled to recover all costs, including attorneys' fees incurred in connection with the collection of Liquidated Damages as well as enforcing its rights. Without limiting the foregoing, the Competitive Liquidated Damages will not be the Franchisor's exclusive remedy, will not prevent us from seeking other actual or consequential damages, injunctive relief enjoining future violations of the Competitive Restriction, nor will it in any way limit the Franchisor' right to assert that we have no adequate remedy at law in the event of breach.

5. **Severability and Substitution.** You acknowledge and agree that these competitive restrictions will not unreasonably deprive you of your ability to earn a living or engage other business activities. You and we agree that: (a) the time period, geographic area, and scope of the competitive restrictions contained in this Agreement are reasonably necessary to protect our localized efforts and the Franchisor's efforts to develop Moves Businesses throughout the U.S.; and (b) to the extent that any portion of this Agreement is deemed unenforceable by virtue of its scope, area, Moves activity, or duration, but may be made enforceable by modifying any or all thereof; this Agreement will be enforced to the fullest extent permissible under the laws or public policies of the jurisdiction in which enforcement is sought, and such modified provision will be enforced to the fullest extent.

6. **Extension of Time Period.** The time period during which you are to refrain from any of the activities listed in this Agreement will be automatically extended by any length of time during which you or any of your affiliates, successors or assigns are in breach of any provision of this Agreement. This Agreement will continue through the duration of the extended time periods.

7. **Suspension of Compensation.** We will not be required to pay any other compensation to you during any period of time in which you are in breach of this Agreement. Upon such breach, you forfeit payment of such amounts without limitation on any other remedies available to us for redress.

8. **No Defense or Setoff.** Except as permitted by applicable law, you must not assert, by way of defense or setoff, any alleged breach or damage caused by you if we must enforce this Agreement against you.

9. **Injunctive Relief.** You and we agree that the breach of this Agreement will result in irreparable harm to us and the Franchisor, including but not limited to damage to our reputation and loss of business opportunities, and that no monetary award can fully compensate us or the Franchisor if you violate it. Thus, if you breach this Agreement, you agree that we will be entitled to an injunction restraining you from any further breach. Such injunctive relief may be obtained without bond, but upon due notice, in addition to such other and further remedies or relief as may be available to us or the Franchisor at equity or law.

10. **Relationship.** This Agreement governs only certain aspects of your relationship with us. The terms and conditions of your employment or provision of services for us remain the same as they have been prior to the date of this Agreement, or as established afterwards. By entering into this Agreement, neither you nor we are committing to employ or engage the other, or to work for the other for any period of time or under any new or different terms and conditions. If you are an employee, this Agreement does not change your status, which remains as "at will," unless otherwise specified in your employment agreement.

11. **Miscellaneous.**

(a) **Complete Agreement:** This Agreement contains the complete agreement between the parties concerning this subject matter. This Agreement supersedes any prior or contemporaneous agreement, representation or understanding, oral or written, between them. The continued relationship between the parties described in this Agreement constitutes full and sufficient consideration for the binding commitment of the parties to this Agreement.

(b) **Waiver and Amendment:** A waiver or amendment of this Agreement, or any provision of it, will be valid and effective only if it is in writing and signed by all parties or the party waiving such provision. No waiver of any term of this Agreement will operate as a waiver of any other term of this Agreement or of that same term at any other time.

(c) **Rights Cumulative:** No right or remedy available to any party is exclusive of any other remedy. Each and every remedy will be cumulative to any other remedy given under this Agreement, or otherwise legally existing upon the occurrence of a breach of this Agreement.

12. **Certain Definitions:** As used throughout this Agreement, the following terms have the following meanings:

(a) The term "person" means any corporation, professional corporation or association, partnership (limited or general), joint venture, trust, association or other entity or enterprise or any natural person.

(b) The term "affiliate" means, with respect to any person, any other person that directly, indirectly, or through one or more intermediaries, controls, is controlled by or is under common control with, such person, and includes any subsidiaries or other entities that are beneficially owned by such person or its affiliates.

(c) The term "attorney's fees" means any and all charges levied by an attorney for their services, including time charges, expenses and other reasonable fees including paralegal fees and legal assistant fees, and includes fees earned in settlement, at trial, on appeal or in bankruptcy proceedings.

13. **Attorneys' Fees.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party will be entitled to full reimbursement of its litigation or arbitration expenses from the other party. Litigation or arbitration expenses include attorneys' fees, costs, arbitration fees, expert witness fees and other related expenses including paralegal fees, travel and lodging expenses and court and arbitration filing costs. Reimbursement is due within 30 days of written notice after determination.

14. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the state where the Franchisor's principal place of business is located, without regard to its conflict of laws principles.

15. **Third Party Beneficiary.** The parties understand and acknowledge that the Franchisor is a direct and intended beneficiary of the terms of this Agreement and, at its option, may enforce the provisions of this Agreement against you. Your obligations under this Agreement will continue for the benefit of our and the Franchisor's successors, assigns, and any person or entity acting on behalf of the Franchisor.

16. **Survival.** The provisions of this Agreement survive any termination of the Franchise Agreement or the relationship between you and us.

17. **Background Information.** The background information is true and correct and is incorporated into this Agreement. This Agreement will be interpreted with reference to the background information.

Intending to be bound, the parties sign below:

THE "FRANCHISEE": **"YOU":**

_____ _____

By:_____
Name:_____
Its:_____
Date:_____

By:_____
Name:_____
Date:_____

EXHIBIT I TO THE DISCLOSURE DOCUMENT

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EXHIBIT J TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Financial Protection and Innovation *Los Angeles* 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 *Sacramento* 2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205 *San Francisco* One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities Unit 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Attention: Uniform Commercial Code New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	North Dakota Securities Department State Capitol 5th Floor, Dept. 414 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department State Capitol 5th Floor, Dept. 414 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-4712
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of the Division of Insurance 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, Wisconsin 53701 (608) 266-2801	

EXHIBIT K TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA AND RIDERS

FOR THE STATE OF CALIFORNIA

1. 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.

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

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. OUR WEBSITE, WWW.VETMOVES.COM, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT WWW.DFPI.CA.GOV.

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

> Neither we, our parent, predecessor or affiliates nor any person in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. Sections 78a et seq., suspending or expelling such persons from membership in that association or exchange.

6. The following language is added to the "Remarks" column of the line-item titled "Interest and Late Charges" in Item 6:

> The highest interest rate allowed under California law is 10% annually.

7. The following paragraphs are added at the end of Item 17.

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

- 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.).

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

- The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

- The Franchise Agreement requires binding arbitration. The arbitration will occur at Mecklenburg County, NC with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (including Business and Professions Code

Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

8 The franchise agreement requires application of the laws of North Carolina. This provision may not be enforceable under California law.

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

10 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.

11 California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

12. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates or other franchisees (also known as a no-poach/non-solicitation provision) in the Nondisclosure, Nonsolicitation and Noncompetition Agreement that is disclosed in Item 17, rows q and r.

FOR THE STATE OF INDIANA

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

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

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

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

3. ITEM 17 of the Disclosure Document is amended to add the following:

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

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

   - ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

   - ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act

EXHIBIT L TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES AS OF DECEMBER 31, 2024

LIST OF FRANCHISEES AS OF DECEMBER 31, 2024

NONE

LIST OF FRANCHISEES WHO SIGNED AFTER DECEMBER 31, 2024

Dr. Lauren Schlater
2540 Helms Road
Marion, NC 28737
352-278-4434

Dr. Kurt Michelotti
8 Braxton Rd.
Mechanicsburg, PA 17050
814-360-0986

EXHIBIT M TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31, 2024

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

NONE

EXHIBIT N TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require 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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

RECEIPT

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

If Moves Managed Services Inc. offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If Moves Managed Services Inc. 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 any applicable state agency listed on Exhibit "J".

The franchisor offering the franchise is Moves Managed Services Inc., located at 120 South Main Street, Suite C, Davidson, NC 28036. Its telephone number is 704-764-6334.

We authorize the respective state agencies identified on Exhibit "J" to receive service of process for us if we are registered in the particular state.

Issuance Date: May 5, 2025

The name, principal business address, and telephone number of the franchise sellers involved with the sale of this franchise are:

Name	Principal Business Address	Telephone No.
David Hoe	120 South Main Street, Suite C, Davidson, NC 28036	704-764-6334

I received a disclosure document dated May 5, 2025, that included the following exhibits:

Exhibit A	Financial Statements
Exhibit B	Form of Franchise Agreement
Exhibit C	Form of Conditional Assignment of Telephone Numbers and Listings
Exhibit D	Form of Principal Owner's Statement
Exhibit F	Form of General Release
Exhibit G	Form of Electronic Funds Transfer Agreement
Exhibit H	Confidentiality, Non-Solicitation and Non-Competition Agreement
Exhibit I	Table of Contents of Operating Manual
Exhibit J	List of State Agencies/Agents for Service of Process
Exhibit K	State Specific Addenda and Riders
Exhibit L	List of Franchisees
Exhibit M	List of Franchisees Who Left the System
Exhibit N	State Effective Dates

DATED:_____ (Do Not Leave Blank)

PROSPECTIVE FRANCHISEE

If a Business Entity:

_____
(Name of Entity)

By:_____
Title:_____

If an Individual:

Sign:_____

KEEP THIS COPY FOR YOUR RECORDS

RECEIPT

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

If Moves Managed Services Inc. offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

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DATED:_____ (Do Not Leave Blank)

PROSPECTIVE FRANCHISEE

If a Business Entity:

_____
(Name of Entity)

By:_____

Title:_____

If an Individual:

Sign:_____

PLEASE SIGN, DATE AND RETURN THIS PAGE

You may return it to us by either mailing it to Moves Managed Services Inc. at PO Box 2592, Davidson, NC 28036-2592, Attn: David Hoe, or by e-mailing a copy to us in PDF format at franchising@vetmoves.com.