FRANCHISE DISCLOSURE DOCUMENT

One Endo Franchise Development, LLC
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One Endo Franchise Development, LLC, a Connecticut limited liability company, offers franchises for the operation of One Endo dental and endodontic practices.

The total investment necessary to begin operation of a One Endo franchise is $671,500 to $1,198,500. This includes $178,000 to $228,000 that must be paid to the franchisor or an affiliate.

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

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

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

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

Issuance Date: June 10, 2026

HOW TO USE THIS FRANCHISE DISCLOSURE DOCUMENT

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E 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 One Endo business in my area?	Item 12 and the "territory" provisions in the franchise agreement and multi-unit development 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 One Endo franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

WHAT YOU NEED TO KNOW ABOUT FRANCHISING GENERALLY

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

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

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

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

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

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

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

SOME STATES REQUIRE REGISTRATION

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

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

SPECIAL RISKS TO CONSIDER ABOUT THIS FRANCHISE

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with us by mediation and litigation only in Connecticut. out-of-state mediation and litigation may force you to accept a less favorable settlement for disputes. it may also cost more to mediate or litigate with the Franchisor in Connecticut than in your own state.

2. **Financial Condition**. the Franchisor's financial condition, as reflected in its financial statements (see item 21), calls into question the Franchisor's financial ability to provide services and support to you.

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

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

Franchisor

One Endo Franchise Development, LLC ("Franchisor," "One Endo," "we," "us," or "our") was organized as a Connecticut limited liability company on September 21, 2022. Our principal place of business is 5 Edgewood Avenue, 1st FL Greenwich, CT 06831 , and we do business under our corporate name, as well as under the trade name "One Endo." We do not do business or intend to do business under any other names. In this Disclosure Document, we refer to the entity who signs the Franchise Agreement as "You" or "Franchisee".

We have not offered franchises in any other lines of business, and we do not engage in any other business activity. We do not own or operate a business of the type being franchised.

We grant franchises that offer approved products and services (see Item 8) using our proprietary marks and under a franchise agreement (the "**Franchise Agreement**") the form of which is attached to this disclosure document as Exhibit C.

We offer franchises for the development of dental practices which specialize in endodontics and provide other endodontic and dental procedures and services using the latest technology to empower patients to achieve their healthiest smiles (each a "**Franchised Business**" and a "**One Endo Practice**") under this Disclosure Document and have done so since March 23, 2023. We have not previously offered franchises in this or any other line of business.

Parents

We have two parents: OE Growth Enterprises, LLC ("**OEGE**") and Masa Group, LLC ("**Masa**" and, collectively with OEGE, our "**Parents**"). OEGE, a Connecticut limited liability company, was organized in 2022, and its principal place of business is 1453 New Haven Road, Naugatuck, Connecticut 06770.

Masa, a New York limited liability company, was organized in 2022 and is headquartered at our principal place of business. Our Parents do not operate businesses of the type being offered as franchises herein and have never offered franchises in any other line of business.

Affiliates

Our affiliate One Endo Support Services, LLC ("**OESS**"), a New York limited liability company was organized on January 5, 2022. OESS is headquartered at our principal place of business. OESS is a master dental support organization for its subsidiary local dental support organizations OECT and OENY. OESS does not offer franchises for the type of business being offered herein or in any other line of business. OESS entered into a Master Services Agreement in April 2024 with one dental practice ("Licensee") for OESS to provide certain management services and use of the Marks to Licensee. This Licensee is included in Exhibit D to this Disclosure Document and is an unaffiliated third party that operates under a license agreement.

Our affiliate One Endo CT, LLC ("OECT"), a Connecticut limited liability company, was organized on September 10, 2021. OECT's principal place of business is 83 East Avenue, Norwalk, Connecticut 06851. OECT wholly owns Dental Health Group of Connecticut, LLC ("DHG CT"), a Connecticut limited liability company organized on May 18, 2020, which operates a One Endo practice in Greenwich, Connecticut, and Dental Health Group of Norwalk, LLC ("DHG Norwalk"), a Connecticut limited liability company organized on September 10, 2021, which operates a One Endo practice in Norwalk, Connecticut. The Greenwich and Norwalk practices have been in operation as One Endo practices since mid-2021 and October 2021, respectively. DGH CT's principal business address is 5 Edgewood Avenue, 1st FL Greenwich, CT 06831. DHG Norwalk's principal business address is 83 East Avenue, Norwalk, Connecticut 06851. OECT, DGH CT, and DHG Norwalk do not offer franchises for the type of business offered herein or in any other line of business. OECT is a wholly

owned by OESS.

Our affiliate One Endo NY, LLC ("**OENY**"), a New York limited liability company, was organized on July 29, 2021. OENY is headquartered at our principal place of business. OENY wholly owns Dental Health Group of Westchester, PLLC ("**DHG Westchester**"), a New York professional service limited liability company organized on March 27, 2019, which owns and operates a One Endo practice in Westchester, New York, which has been in operation as a One Endo practice since mid-2021. DHG Westchester is headquartered at our principal business address. Neither OENY nor DHG Westchester have ever offered franchises for the type of business offered herein or in any other line of business. OENY is a wholly owned by OESS.

Our affiliate MASA IP, LLC ("**MASA IP**"), a New York limited liability company, was organized on December 27, 2022. MASA IP is headquartered at our principal business address. MASA IP owns the trademarks shown in Item 13 (the "**Marks**"), which are available to us under perpetual license. See Item 13 for more information about the Marks. MASA IP does not offer franchises for the type of business offered herein or in any other line of business.

Our affiliate, One Endo Franchise Development IP LLC, a Connecticut limited liability company, was organized on September 20, 2022. One Endo Franchise Development IP LLC is headquartered at our principal business address. One Endo Franchise Development IP LLC owns the www.oneendo.com domain, which is made available to us under a perpetual license. One Endo Franchise Development IP LLC does not offer franchises for the type of business offered herein or in any other line of business.

Our affiliate, Vita Practice Services, LLC, a New York limited liability company, was organized on April 22, 2026. Vita Practice Services, LLC has a notice address of 515 Halstead Ave, Mamaroneck, NY 10543. Vita Practice Services, LLC is the provider of optional services for franchisees. Vita Practice Services, LLC does not offer franchises for the type of business offered herein or in any other line of business.

We are affiliated by common ownership with SurfCT.com, Inc. ("**SurfCT**"), a Connecticut corporation. SurfCT was formed on July 27, 2007. Its principal place of business is 1453 New Haven Road, Naugatuck, Connecticut 06770. SurfCT provides specialized information technology consulting to dental practices as well as ongoing technical service and support to our franchisees. SurfCT does not offer franchises for the type of business being offered herein or in any other line of business.

We have no predecessors.

The Franchise Offered

The One Endo franchise is an independently owned and operated dental and endodontic business.

You will sign our Franchise Agreement (Exhibit C) to operate a One Endo franchise at a location that you choose and that we approve (the "**Franchised Location**"). The Franchised Business will operate in a designated territory offering a proprietary system and services we have chosen and developed (the "**Services**") for the operation of dental practices which specialize in endodontics and provide other endodontic and dental procedures and services using the latest technology to empower patients to maintain their optimal oral health. The Services do not include the clinical practice of dentistry or endodontics

Market & Competition

The market for the services consists of members of the general public seeking dental and endodontics services. The market for dental and endodontics services is well developed, and you will be competing with many other businesses providing dental and endodontics services, including individual and other group dental and endodontics practices, as well as other local or national chains. Your specific competitors may vary depending on the territory in which you operate your Franchised Business.

Industry Regulations

A Franchised Business must be owned and operated by an entity that complies with all statutes, laws, rules, regulations, common law, ordinances, policies and procedures established by any governmental authority with jurisdiction over the operation of the Franchised Business that are in effect on or after the effective date of your Franchise Agreement, as they may be amended from time to time ("**Applicable Laws**"). Certain federal government agencies and many states and local governments have laws, rules, ordinances, and regulations that may apply to the Franchised Business and the products and services you will offer through your business. States generally have specific and comprehensive laws covering the practice of dentistry and state licensure (e.g., Md. Code, Gen. Provisions §§ 4-301-321; Va.Code, Ch 27, § 54.1-2709; 26 V.S.A. § 564). Some state statutes may establish a state board of dental examiners that regulates the practice of dentistry in each state, including the issuance of licenses, the suspension or revocation of licenses, and the discipline of dentists and dental hygienists for unprofessional or inappropriate conduct. State statutes may specifically require that any owner of a place where dental operations are performed must be a graduate of an accredited dental school and has been issued a license by the corresponding board of dental examiners (e.g., Delaware). Also, state statutes may set forth what tasks may be performed by dental hygienists and dental assistants (e.g., NJ Adm. Code 13:30-1A.3). In addition, state agencies, boards, or other bodies may have the authority to promulgate new regulations on the practice of dentistry. We require that all owners of your franchisee entity are licensed to practice dentistry in the state where your Franchised Business is located and that each owner maintain their license from the state throughout the term of the franchise agreement.

It is your sole responsibility to comply with all federal, state and local laws, rules, and regulations pertaining to the occupancy, operation and maintenance of your Franchised Business. For example, you must comply with the anti-kickback provisions in the federal Social Security Act, which prohibit the payment or receipt of any consideration either in return for the referral of patients' care opportunities paid by a federal health care program such as the Department of Veterans Affairs ("**VA**") or in return for the purchase of goods or services paid by a federal health care program such as the VA. This federal anti- kickback law has been interpreted to cover a wide range of activities. In addition, some states have anti- kickback laws that may apply to patients regardless of their health insurance coverage. You must determine if you are a covered entity, as defined by the federal Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), and if you are, you must comply with HIPAA when accessing, receiving, maintaining, storing, using, and disclosing Protected Health Information ("**PHI**"). In some circumstances, we or our affiliates may be a Business Associate of yours as described in the Franchise Agreement. A Business Associate Agreement is attached to the Franchise Agreement as Exhibit I. There may be other state, local, or federal regulations specific to the operation of a Franchised Business in your area.

If you choose to participate in a federally sponsored program such as Medicaid, you must comply with all state and federal health insurance and Medicaid procedures (if you are Medicaid certified) and VA rules (if you provide services to veterans paid by the veterans' pensions). You must keep abreast of the latest changes to Applicable Laws. You should also familiarize yourself with more generalized federal, state, or local laws and regulations which relate to or affect the operation of your Franchised Business. You should consult with your attorney to determine the applicability of such laws to your Franchised Business.

Some state laws prohibit traditional corporations from owning dental practices except through a specialized "professional corporations" wherein some or all shareholders are licensed dentists. *See, e.g.*, Ark. Code. § 17-82-104(c); Cal. Corp. Code §§ 13401, 13401.5; *see also* Cal. Bus. & Prof. Code § 1625(a) and 2400; Conn. Gen. St. §§ 20-122(a) and 20-123(a); Fla. Admin. Code §64B5-17.013(1).

Some states conditionally permit dental practice ownership through the mechanism of a business corporation. *See e.g.,* Az. Rev. St. § 10-2220; N.M. St.§ 61-5A-5.1; Ohio Rev. Code § § 1701.03(B) and 4715.18; N.D. Cent. Code § 43-28-25(3); Utah Code § 58-69-804(1). However, all 50 states in the U.S. and the District of Columbia prohibit direction or interference with a licensed dentist's judgment and competent practice of dentistry.

We will in no way interfere, affect, or limit the independent exercise of professional judgment by you, your employees, or agents. All medical and dental-related decisions, acts, or omissions made by, or in connection with, any person in any way associated with you or your Franchised Business will be the decisions, acts, or omissions of the individual licensed professionals involved. We will not control your clinical decision-making. All judgment and reasoning for clinical decisions, including, but not limited to, patient diagnosis, referrals to specialists, diagnostic testing, the contents or ownership of a patient's dental or medical records, or treatment planning are left to your sole discretion and is your sole responsibility.

Some state laws disallow splitting or sharing of fees received for patient treatment. These laws vary greatly in their scope and application. For example, in California, dentists may share a percentage of gross revenues so long as the payment is not in exchange for the referral of patients and the payment is commensurate with the value of the services received or with the fair rental value of any premises or equipment leased or provided by the recipient to the dentist. Cal. Bus. & Prof. Code § 650(b). In Colorado, by contrast, a royalty fee for a franchise agreement is specifically exempted from an otherwise broad fee sharing prohibition so long as the franchise agreement does not affect the exercise of independent professional judgment of the dentist or dental hygienist. Col. Rev. Stat. § 12-35-129(1)(v)(II). In New York, fee sharing other than with a partner, employee, associate in a professional firm or corporation, professional subcontractor, or consultant authorized to practice the same profession, or a legally authorized trainee practicing under the supervision of a licensed practitioner, is considered unprofessional conduct in any circumstances, and specifically includes any arrangement or agreement whereby the amount received in payment for furnishing space, facilities, equipment, or personnel services used by a professional licensee constitutes a percentage of, or is otherwise dependent upon, the income or receipts of the licensee from such practice. (8 CRR-NY 29.1).

Some state laws may require your clinical staff to obtain a state certification in order to administer some of the services. Some states and other agencies may require the oversight of a licensed medical, dental, or other technician in providing the services. You must comply with all laws, rules, ordinances, and regulations governing the operation of the Franchised Business and obtain all permits and licenses necessary for the full and proper conduct of the Franchised Business. Some states may require that only physicians, dentists, or other licensed medical professionals own dental and endodontics practices offered therein. We recommend that you consult your own legal counsel to confirm what requirements you must satisfy for the full and proper conduct of a One Endo Practice.

You must comply with all federal, state, and local laws and regulations applicable to the operation and licensing of dental practices, and businesses generally, including obtaining health, sanitation, no smoking, EEOC, OSHA, insurance, discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people and may affect your building construction, site design, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You should consider the cost and time required to comply with these laws and regulations, including any annual or other periodic license renewals, when evaluating a One Endo franchise.

The U.S. Food and Drug Administration and the Occupational Safety and Health Administration, and state and local health departments administer and enforce regulations that govern dental practices (or the products offered therein), their sanitary conditions, and their disposal of medical waste. State and local agencies may inspect dental practices to ensure that they comply with these laws and regulations. Compensation of employees (including minimum wage and overtime requirements) is governed by both federal and state laws.

You must comply with all applicable federal, state and local laws pertaining to the privacy of patient/consumer, employee, and transactional information, including and especially the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"). The requirement to safeguard data privacy also applies to any credit card data or transactions as may be applicable. The Payment Card Industry Data Security Standard ("**PCI**") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data.

ITEM 2: BUSINESS EXPERIENCE

Nicholas Mastroianni, DDS, Managing Member / Co-Founder/Director: Nicholas Mastroianni, D.D.S., is one of our co-founders. He has served as Managing Member since our inception in September 2022. Dr. Mastroianni also serves as Co-Founder and Owner of our Affiliates OECT and OENY and has done so since October 2019. From March 2018 to 2019, Dr. Mastroianni practiced dentistry at Dental 365 in Bethpage, New York, at North Salem Dental Care in Croton Falls, New York, and at Long Beach Dentist in Long Beach, New York. From 2019 to present, Dr. Saccomanno has worked at our affiliate owned One Endo practices in Connecticut and New York.

Dean Saccomanno, DDS, Managing Member / Co-Founder/Director: Dean Saccomanno, D.D.S., is one of our co-founders. He has served as one of our Managing Members since our inception in September 2022. Dr. Saccomanno also serves as Co-Founder and Owner of our Affiliates OECT and OENY and has done so since October 2019. From March 2018 to 2019, Dr. Saccomanno practiced dentistry at Pelham Bay Dental Associates, at New York Total Dental and at the dental offices of Dr. Ghalili Kambiz DDS, all in New York City, New York. From 2019 to present, Dr. Saccomanno has worked at our affiliate owned One Endo practices in Connecticut and New York.

Carolyn Bolton, Consultant: Ms. Bolton has been a consultant for us since September 2022. Ms. Bolton has served on the Advisory Board for Titus Center for Franchising Education at Palm Beach Atlantic College from March 2018 to 2021. Prior to joining us, Ms. Bolton served as Chief Strategy Officer for Dental Whale during the period of March 2018 through February 2021 in Sunrise, Florida. Ms. Bolton also currently serves as Chief Strategy Officer for SurfCT and has done so since May 2021.

Paul Vigario, Co-Founder/Director: Mr. Vigario is one of our co-founders. He has served as Manager of our parent OEGE and since August 2022. Recognized as a pioneer and leader in the dental technology field, Mr. Vigario founded our affiliate SurfCT and has served as its Chief Executive Officer during the period March 2018 to present. Mr. Vigario serves in his capacities for us, our parent OEGE, and for our affiliate SurfCT from OEGE's principal place of business in Naugatuck, Connecticut.

ITEM 3: LITIGATION

No litigation information 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 FRANCHISE FEE

You must pay us an initial franchise fee (the "Initial Franchise Fee") of $75,000 when you sign your Franchise Agreement (Exhibit C) for your Franchised Business.
The Initial Franchise Fee is fully earned by us when paid and is not refundable under any circumstances. We may reduce, defer or waive the Initial Franchise Fee if and when we determine, it is warranted by a unique or compelling situation.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	$6,000, plus annual percentage increases based on prior year's	Monthly, payable the first Monday for the preceding month	Royalty Fees are payable by automatic debit, and funds must be made

Type of Fee	Amount	Due Date	Remarks
	percentage increase in U.S. Consumer Price Index.		available in your account for withdrawal when they are due. See Note 2.
Marketing Fund	$1,000 per month, not to exceed $1,500	Same as Royalty Fee.	See Note 3.
Local Advertising and Marketing (including digital)	$1,000 per month, not to exceed $1,500	Monthly	The amount you spend on local advertising and marketing must be reported to us on a quarterly basis or upon our request. This is in addition to your Marketing Fund contributions. Any advertising you propose to use must be approved by us. All advertising submitted to us for our review will become our property.
Business Engine Fee	Optional Currently ranges from $1,500 to $10,500 per month, depending on factors such as revenue, service level, and business needs.	Monthly	Should you elect to utilize Business Engine Services provided by Vita Practice Services LLC or an affiliate, this fee covers centralized operational and administrative support services for your Franchised Business. See Note 4.
Annual Conference Fee	$500	If established, upon demand at least 30 days before the date of the Annual Franchise Conference.	Not yet established, but we reserve the right to require Franchisees to attend an Annual Franchise Conference.
Insurance Reimbursement	Actual cost	On demand	Payable if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Insurance Procurement Administrative Fee	$2,500	On demand	If we are required to procure insurance on your behalf, we will charge you an administrative fee of $2,500 for our administrative costs in

Type of Fee	Amount	Due Date	Remarks
			procuring such coverage for you.
Transfer Fee	$37,500	Prior to consummation of the transfer	See Note 5.
Late Fee	$100	On demand	Payable if any check, draft, electronic or other payment is unpaid because of insufficient funds or if any sums due to us are not paid promptly when due. See Note 6.
Interest on Late Payments	5% per annum from due date, or maximum allowed by law, whichever is greater	Continues to accrue until paid.	
Non-Sufficient Funds Fee	$250	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, for each occurrence we may charge you a Non-Sufficient Funds Fee. See Note 7.
Renewal Fee	50% of the then current initial franchise fee.	When you deliver a renewal notice to us for your Franchise Agreement.	Payable if you renew your franchise.
Initial Training	$2,500 per additional trainee.	On demand	We will provide an initial training program for you and up to 3 supervisorial or managerial personnel you select. If you send more than 3 supervisorial or managerial personnel to initial training, you must pay $2,500 per additional trainee per week.
Additional Training	$2,000 per instructor per day, plus our expenses.	On demand	See Note 8.
Examination of Books, Records and Licensures	Cost of examination plus related expenses.	On demand	See Note 9.

Type of Fee	Amount	Due Date	Remarks
Evaluation / Testing Fee of Unapproved Item or Supplier	Actual cost of inspection and/or testing	On demand	See Note 10.
Technology Fee	$1,000 per month, subject to increase.	On demand	See Note 11.
Music Program	$50 per month, subject to increase	Monthly	Payable to One Endo Approved suppliers. See Note 12.
Relocation Fee	$1,500 plus actual costs and expenses.	As incurred	See Note 13.
Liquidated Damages	Equal to the value of the Royalty Fees due during the 12 months before the termination multiplied by the number of months remaining during the term of the Franchise Agreement.	If we terminate the Franchise Agreement for cause.	See Note 14.
Non-Compliance Fine	$1,000 to $4,000	On demand	See Note 16.
Reimbursement of Costs and Expenses for Correction of Non-Compliance	Actual costs and expenses.	On demand	See Note 17.
Reimbursement of legal fees and expenses	Actual costs and expenses.	On demand	See Note 18.
Confidential Operations Manual Replacement Fee	$500, subject to change	On demand	Payable if you misplace the Manual or fail to return them to us upon demand.
Violation of Non-competition Covenant	Actual damages.	On demand	Payable only if you violate an enforceable covenant not to compete after expiration, transfer or termination of your Franchise Agreement.
On-Site Location Evaluation	$2,000 per diem, plus our representative's expenses	On demand	See Note 19.
Lease Review Fee	$500	Within 15 days after we consent to your proposed site	You must provide us a copy of the lease for your proposed restaurant premises for our review and consent before you sign it. Our review is limited to brand protection provisions

Type of Fee	Amount	Due Date	Remarks
			only. We do not review and negotiate lease terms on your behalf.
Prohibited Non-Clinical product or service Fee	$500 per day of use of unauthorized products or services.	On demand	See Note 20.
Refurbishment of Franchised Business	Up to $50,000	Not more than once every five years	We may require you to refurbish your Franchised Business to meet our then-current image for all practices in the System.
Practice Management System Service and Upgrades	Approximately $1,500	At installation and as incurred thereafter	You must maintain a contract for service and upgrades with a Practice Management System vendor that we require. See Note 21.

1. All fees are uniformly imposed by us. All fees are payable to us and are non-refundable. We may require that you participate in an electronic funds transfer program by which payments due us are paid or directed electronically from your bank.

2. The Royalty Fee is currently $6,000 per month plus an annual increase in each of this amount at the anniversary of the Effective Date of your Franchise Agreement, by an amount equal to the percentage increase in the Consumer Price Index, published by the U.S. Department of Labor Statistics or any successor Index, for the metropolitan area surrounding the Franchised Location for the period most comparable to the yearly anniversary date.

3. The Marketing Fund will be used for media development, public relations, content development and advertising that generally will be placed in national or regional media and online. We may use an independent regional advertising agency to prepare marketing materials. Marketing Fund contributions are payable by automatic debit, and funds must be made available in your account for withdrawal when they are due.

We reserve the right to increase the monthly Marketing Fund contribution to $1,500 after the first 24 months of the franchise term.

4. The Business Engine Fee is for a centralized operational system designed to support and streamline core business functions of your Franchised Business. These services are intended to promote consistency, efficiency, and quality across the franchise network and may include, without limitation, operations and administrative support; patient access and communication services; credentialing and payer relations; revenue cycle support; and procurement and supply-chain coordination.

Should you choose to utilize this service, the specific services, fee structure (including any tiered pricing), calculation methodology, and payment terms will be set forth in a separate Managed Services Agreement with our affiliate Vita Practice Services LLC. Such services and fees may vary based on your Franchised Business and may be modified from time to time in accordance with the terms of that agreement.

5. If you transfer or assign any interest in Franchisee or the Franchised Business, we may impose a Transfer

Fee.

6. If you fail to pay us the Royalty Fee, Marketing Fund Fee, or Technology Fee when due, we may charge you $100 for each late submission in addition to any interest charges.

7. We may impose this fee, payable to us, if you request additional training at your premises from time-to-time, or if you are operating below our standards and we require you to have additional training. You must also pay all costs of our trainer, which include but are not limited to, airfare, transportation, hotel and meals.

8. We may offer mandatory and/or optional additional training programs from time to time. If we require it, you must participate in additional training for up to 5 days per year, at a location we designate. We reserve the right to impose a reasonable fee, payable to us, for all additional training programs. You are responsible for all incidental expenses incurred by you and your personnel in connection with additional training, including, without limitation, costs of travel, lodging, meals, and wages.

9. We have the right under the Franchise Agreement to examine your books, records, licensures, and tax returns (see Business Associate Agreement, attached as Exhibit I to Franchise Agreement). If you fail to voluntarily provide updated licensures or certification verification as requested by us, we may be required to independently verify that information and you must pay us the cost of our doing so, including all travel and related expenses as may reasonably be required.

10. If you desire to purchase or lease products or equipment, or obtain services, from unapproved suppliers, you must first submit to us a written request for approval, together with such information and samples as we may require. We have the right to require periodic inspections of the products or equipment or services as will be provided. You must pay a charge not to exceed the actual cost of any evaluation or testing. We will notify you of our approval or disapproval within 30 days after our receipt of your request and completion of such evaluation and testing (if required by us). We may deny such approval for any reason, including our determination to limit the number of approved suppliers. We may from time to time revoke our approval of particular products or equipment if we determine that the products or equipment no longer meet our standards or we determine that the products or equipment are no longer appropriate for your Franchised Business. We reserve the right to designate a single supplier for any required purchase, and such supplier may be us or one of our affiliates.

11. The technology fee must be paid to an approved third party provider, currently our Affiliate SurfCT.

12. We may require you to engage with an approved or designated supplier to provide music streaming services for play during the operating hours of your Franchised Business. This fee is an estimate based on our knowledge of the industry and is subject to change.

13. The $1,500 fee is due if we approve your request to relocate your Franchised Business. Actual costs and expenses relating to our review of your relocation request are due regardless of whether your request is approved.

14. If your Franchise Agreement is terminated due to your default, we reserve the right to require you to pay us Liquidated Damages equal to the average monthly Royalty Fees that were due to us during the 12 months preceding termination multiplied by the number of months remaining in your Franchise Agreement's Initial or Renewal Term.

15. Upon non-compliance of the Franchise Agreement, any material provision of the Confidential Operations Manual, or any other agreement between Franchisor and Franchisee, and upon notice from Franchisor to Franchisee, Franchisee shall pay to Franchisor $1,000. If the violation is not corrected within 30 days of notice from Franchisor, and upon subsequent notice of continued non-compliance, Franchisee shall pay to Franchisor an additional non-compliance fine equal to $3,000. Any non-compliance fine imposed hereunder is non-exclusive of any other rights and remedies we may have upon any event of non- compliance by Franchisee.

16. If you fail to do so, in our sole and absolute discretion, we may correct any deficiency in the Franchised Business and/or your operation of the Franchised Business or take steps to modify, alter, or de- identify the Franchised Location of the Franchised Business upon the termination or expiration of the Franchise Agreement. You will reimburse us for our costs and expenses incurred to correct any deficiency or to modify, alter, or de-identify the Franchised Business location.

17. You must reimburse us for our costs and expenses, including, but not limited to, attorneys' fees, incurred by your failure to pay amounts when due or failure to comply in any way with the Franchise Agreement, including such costs and expenses, including, but not limited to, attorneys' fees, for any remedy we may elect, including termination of the Franchise Agreement, in response to such non-compliance

18. You must reimburse us for any taxes we must pay to any taxing authority on account of either the operation of your Franchised Business or payments that you make to us, including, but not limited to, any sales or income taxes imposed by any authority.

19. At your request, we will perform an on-site evaluation of Franchised Location, for which you shall pay us a per diem fee of $2,000, plus actual costs for our representative's travel, lodging, meals, and other expenses.

20. In the event you use or sell non-clinical products or perform or subscribe to any non-clinical services we have not prescribed, approved, or authorized, you shall, upon notice from us, pay us a fine equal to $500 for each day such unauthorized or unapproved product or service is provided by you. This fine shall be in addition to all other remedies available to us under the Franchise Agreement or at law.

We currently require you to use Practice Management System ("**PMS**") from Dentrix Ascend which allows for cloud-based management and periodic reporting (See Item 8). You will pay the monthly fee to Dentrix Ascend.

ITEM 7: YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low	High	Method of Payment	When due	To whom payment is to be made
Initial Franchise Fee[1]	$75,000	$75,000	Lump Sum	When you sign your Franchise Agreement	Us
Site Selection Assistance[2]	$0	$1,500	As arranged	As incurred	Third Party
Rent and Security Deposit – 3 months[3]	$15,000	$30,000	As arranged, monthly	As agreed	Landlord
Leasehold Improvements[4]	$200,000	$500,000	As arranged	As required	Contractors & Third Parties
Other Construction costs, including Architect, Engineer, Drawings[5]	$15,000	$25,000	As arranged	As required	Contractors & Third Parties
Dental Equipment[6]	$200,000	$300,000	As arranged	As incurred	Approved Suppliers, Distributors, Third Parties
Furniture & Décor	$20,000	$50,000	As arranged	As incurred	Us & Third Parties

Type of Expenditure	Low	High	Method of Payment	When due	To whom payment is to be made
Office equipment, phones, IT systems, and hardware[7]	$83,000	$103,000	As arranged	As incurred	Our Affiliate and Approved Suppliers
Initial Supplies[8]	$5,000	$10,000	As arranged	As incurred	Third Parties
Signage[9]	$2,500	$10,000	As arranged	As required	Third Parties
Pre-Opening Training Expenses[10]	$0	$1,500	As arranged	As incurred	Third Parties
Local Advertising (first 2-3 months)[11]	$0	$10,000	As arranged	As incurred	Third Parties
Insurance & other deposits[12]	$4,000	$5,000	As arranged	As incurred	Insurance carriers
Professional Fees[13]	$2,000	$7,500	As arranged	As incurred	Accountant, attorney, other professionals
Additional Funds (3 months)[14]	$50,000	$70,000	As arranged	As incurred	Various
TOTAL[16]	**$671,500**	**$1,198,500**			

Notes: All payments to us are non-refundable unless otherwise stated.[1]

1. This is the initial franchise fee for a single One Endo Practice. The table above is reflective of only one One Endo Practice.

2. The low end of the range assumes you already have a suitable location for the Franchised Business. The high end of the range assumes that you will engage a real estate professional to help you determine an appropriate site for your Franchised Business. We have limited expertise in selecting sites in markets outside of Connecticut and New York, but, upon request, we may provide guidance on conditions, size, and type of location appropriate for your Franchised Business provided you provide local demographic analysis, we can provide additional, more detailed guidance. We estimate the cost for site selection assistance provided by a real estate professional is about $1,500.

3. This estimate assumes that your Franchised Location will be a leased medical office in a building and is based on the assumption that the Franchised Location will be rented and that the landlord will require 1 to 2 months' rent as a security deposit. In highly desired neighborhoods or when franchisees elect to lease spaces larger than our standard recommended space, rent might be higher. The size of a One Endo Practice is generally 1,500 square feet. The lease payments for a One Endo Practice of this size usually range from $5,000 to $10,000 per month. The low estimate assumes a monthly lease payment of $5,000 and a lease security deposit equal to 2 months' rent. The high estimate assumes a monthly lease payment of $10,000 and a lease security deposit equal to 2 months' rent.

4. This amount is based on our prior experience and is the estimated cost to convert a leased space for use as a Franchised Business. Leasehold improvements, construction, and remodeling costs vary widely depending upon the condition of the premises, size, geographic location, and design. The condition of facilities, including HVAC, plumbing, electrical, etc., also affects these costs. Our estimate takes into consideration contractor fees, materials, supplies, and labor. **Your landlord may provide allowances for some of these costs, but our estimate does not reflect any such allowances**. The amounts you pay for leasehold improvements are typically nonrefundable.

5. Our estimate is based on our affiliates prior experience and is the estimated cost for architect and engineer

drawings and designs. Your costs may vary based on the market for the location where you are locating your Franchised Business, the architect and engineer you choose, and whether redesign is needed based on the space you choose for your Franchised Business.

6. Our estimate for dental equipment costs takes into account the costs of equipment for four complete operatories, with consideration to recommended brands on specific equipment. The low end of the estimate presumes only purchase of required equipment, and the high end of the estimate presumes purchase of the minimum level of equipment needed for the full and proper conduct of the Franchised Business, and the high end presumes purchase of both the minimum level of equipment and recommended equipment. Our equipment recommendations to supplement your Franchise Business include, but are not limited to, the following components in four operatories: microscopes (required), CBCT (required), sensors (required), vacuums (required), compressors (required), handpiece lubricators (required), autoclave/sterilizers (required), nitrous units (recommended), and nomads (recommended). This estimate also assumes that you purchase GentleWave equipment, which we recommend but do not require. Also included in this estimate are costs for acquiring furniture and décor suitable for use in the Franchised Business. Your actual costs will vary depending on the size and layout of the space you choose for the Franchised Business and the design of the buildout.

7. The estimate includes an iMac, Denticon software, phones, and audio/visual and technology systems and the cost for installation and integration of such systems. This estimate also includes Dentrix Ascend software implementation and training. This estimate does not include monthly subscription costs . Additional hardware and software may be added at an additional cost at your sole discretion.

8. You must purchase an initial inventory as described in the Confidential Operations Manual of supplies and other equipment that meets our specifications. The size of your initial inventory will depend on factors such as the size of your Franchised Location and your expected customer base. The estimates provided are the cost to purchase required inventory in the 3 months of operations. We have relied on our prior experience from our Affiliates' operation of practices similar to the Franchised Business. Your initial inventory may include supplies for cleaning and sterilization, burs, anesthesia, disposables, personal protective equipment, irrigation, isolation, restoration, instruments, instruments and hand tools, and miscellaneous other supplies.

9. This amount is based on our prior experience and is the estimated cost for obtaining signage for your Franchised Business that meets our specification. Your actual signage costs may vary depending on the size and layout of the space you choose for the Franchised Business, the design of the buildout, and local factors like location and costs of exterior signage.

10. Although the cost of the initial training for up to 3 of your managerial or supervisorial personnel is included as part of the Initial Franchise Fee, you must pay for the trainees' salaries and benefits, travel expenses, and other expenses while you and your managerial or supervisorial personnel attend the training program. These will vary based on your location, quality of accommodations, wages, per diem allotment, seasonality of travel expenses, and number of staff members. Additional trainees beyond the initial 3 will also incur an additional training fee cost per trainee. The estimate in this table includes expenses for 3 trainees. The low end of the range is the estimate for training that is local for the trainees and includes expenses for meals, but not travel or hotel costs.

11. Local Advertising may include marketing efforts to general dentists and may be primarily an outreach effort, often face-to-face with other dental professionals in the area designated with the targeted audience and targeted demographics. Local advertising may also be advertising and marketing efforts to the community of households and may be digital or print. Content for social media channels, local and brand centric, should be used to promote the practice, the dental team, and the brand and are subject to our prior written approval. Website development and promotion will be upon our approval and should be consistent with our brand standards.

12. You must carry all insurance required by us. The amount set forth above represents an estimate of the deposits

and initial premiums required for comprehensive general liability (personal and business), dental/medical malpractice, workers' compensation, public liability and property damage, employee practice liability, employee disability, data breach and cyber risk, and other insurance requirements. This estimate assumes only one dentist is employed at the Franchised Business. Your employment of additional dentists would increase the dental/medical malpractice insurance costs (both for individual and business entity coverage) commensurately and is subject to your sole clinical discretion. See Item 8 for more details on required insurance coverages.

13. We recommend that you consult an attorney of your own choosing to review this disclosure document and the Franchise Agreement, as well as an independent accountant before signing the Franchise Agreement. The costs of these professional fees will vary depending on your location and the professionals that you select.

14. This is an estimate of the amount of additional operating funds that that you may need during the first three months after opening your Franchised Business. It is best to contact your accountant or financial advisor for further guidance. This category includes estimated payroll, utilities, vendor, advertising, promotion, Royalties, Marketing Fund fees and similar costs during the initial phase of a new Franchised Business. Your costs will depend on factors such as how much you follow our System and procedures, the extent of pre- opening activities, local market costs for purchasing products and equipment necessary to provide the services, the prevailing wage rate in your market you choose for your Franchised Business, competition, and the patient volume and clinical production reached during the initial period. It is best to contact your accountant or financial advisor for further guidance.

We relied on the experience we have from our Affiliates operating businesses similar to the Franchised Business in developing these estimates. Your costs may vary based on a number of factors discussed above, the size and condition of the space, your management skill, experience and business acumen, local economic conditions, the local market for the services and any products you may be required to purchase to operate your Franchised Business, the prevailing wage rate, competition, and the patient volume and clinical production reached during the start-up phase. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. You should review these figures with a business advisor before making any decision to purchase the franchise.

15. The estimated initial investment required to establish a ONE ENDO franchised business varies based on your starting point and how much of the practice infrastructure is already in place. The ranges below are intended to reflect a variety of common development paths, from new locations to different types of practice conversions. The primary drivers of investment variability are leasehold improvements and dental equipment, with additional variation based on site conditions, infrastructure, and professional services.

The higher end of the range generally reflects situations where a franchisee is developing a practice from the beginning. In these cases, a location has not yet been secured, and the franchisee may need to complete site selection, leasing or purchase, architectural and engineering work, installation of plumbing and electrical infrastructure, construction and leasehold improvements, and the purchase of all required equipment, technology, furnishings, and supplies.

The mid-to-higher portions of the ranges generally reflect situations where some elements are already in place, but significant investment is still required. This may include circumstances where a lease or property has already been secured, a space has usable infrastructure, or some equipment is already owned, but additional construction, improvements, equipment purchases, or system upgrades are needed to meet ONE ENDO brand and operational standards.

The lower end of the range generally reflects conversions of more recently built or renovated practices. These may include offices open or substantially updated within the past several years that already have modern improvements, compliant infrastructure, and newer equipment that may be reused or updated with more limited additional investment.

Some conversion scenarios fall between the mid and lower ends of the ranges. These may include older practices that have

usable core infrastructure, such as basic plumbing and electrical, but still require renovation, modernization, and partial replacement or upgrading of equipment to align with ONE ENDO standards.

Whether existing space, infrastructure, or equipment can be reused depends on site specific conditions and compliance with ONE ENDO brand, clinical, and operational requirements. We do not guarantee that any existing improvements or equipment will be approved for use.

Because leasehold improvements and dental equipment typically represent the largest components of the initial investment, your total investment may vary significantly depending on the condition, age, and usability of any existing improvements and equipment.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Obligation to Purchase or Lease products or services from One Endo Franchise Development, LLC, or an Affiliate

You must purchase technology services from SurfCT. We may also require you to purchase additional equipment, products, or other materials from us or our affiliates in the future. We will provide a written list of products, equipment, or other materials which you must purchase from us or our affiliates and will notify you of any revisions to such list in due course. We reserve the right to derive profit from the sales of such items to you. One of our co-founders has an ownership interest in SurfCT. Other than Paul Vigario's ownership interest in SurfCT, none of our officers own an interest in any unaffiliated, designated, or approved suppliers.

Obligation to Purchase or Lease products and services under the One Endo Restrictions

There are certain products and equipment that are selected by us for consistency in quality and other considerations. These items, such as certain brand name products, are manufactured or produced only by manufacturers or producers approved by us in writing. To ensure that you adhere to the uniformity requirements and quality standards associated with all the One Endo franchises, you must purchase these items for your Franchised Business but you may purchase them from any approved distributor that can supply them. We will provide a written list of these selected products. We will also notify you of any additions to or deletions from this list.

You must purchase certain products and equipment that satisfy the written standards and specifications established by us. This requirement is necessary to ensure that you adhere to the uniformity requirements and quality standards associated with all the One Endo franchises. We will provide you with written standards and specifications for the layout of your One Endo premises, your equipment and signs, the décor and trade dress of your Franchised Business, and certain products. We determine our uniformity and quality standards and specifications, in our sole discretion. We may modify our written standards and specifications, and you must comply with any modifications. You will be responsible for ensuring that all the products selected by you will continue to conform to the standards and specifications established by us.

You must purchase or lease equipment, supplies, and products required for your One Endo franchise from suppliers approved by us. We will provide a written list of approved suppliers and the equipment and products subject to approved supplier requirements and will notify you of any additions or deletions from this list. We reserve the absolute right to update or otherwise modify this list from time to time, in our sole discretion, upon written notice to you. If you want to purchase equipment or products subject to our approved supplier requirements from a supplier who has not been previously approved by us, then you must, at your expense, pay the actual cost of testing/sampling the proposed product or service including the cost to send to us representative samples or specifications of that supplier's products or services, and certain other information about the supplier's products and business that we may request, and the actual expenses we incur to inspect and evaluate the proposed supplier and its products or services, including the expense we incur to inspect the supplier's facilities and otherwise evaluate the proposed supplier and its products or services. Within 30 days after receiving the necessary samples and information, we will notify you in writing as to whether the supplier's products or services comply with the

uniformity requirements, quality standards and specifications established by us, and whether the supplier's business reputation, delivery performance, credit rating and other relevant information are satisfactory. If we do not respond in this time period, the supplier shall be deemed disapproved. The criteria for supplier approval are available to franchisees upon request. We reserve the right to approve or disapprove any requested supplier for any reason or no reason in our sole discretion.

In the future, you may be required to purchase other equipment, supplies, merchandise, leasehold improvements, and/or decorations from us or our affiliates.

Revenue from Franchisee Purchases

Presently we do not negotiate purchase arrangements, including price terms, with any of your direct suppliers for your benefit. We reserve the right to derive benefits from purchases made by One Endo franchisees from approved suppliers in the form of volume discounts or rebates. If we do, we may use any amounts that we receive from suppliers for any purpose we deem appropriate.

Approximately 60% - 65% of your start-up expenses and 70 - 80% of your ongoing expenses will be for purchases from One Endo approved suppliers or purchases according to our specifications. We did not receive any commissions or rebates from One Endo approved suppliers for purchases made by franchisees for fiscal year ended December 31, 2025. We had no revenue from franchisees' purchases of products or services from us for fiscal year ended December 31, 2025. For the fiscal year ended December 31, 2025, our affiliate did not receive any revenue in purchases or leases of required products or services from One Endo franchisees

You will not receive material benefits from us (for example, renewal or granting additional franchises) or any approved supplier other than as described above. Except for volume discounts and rebates from One Endo approved suppliers, we do not expect to receive benefits from One Endo approved suppliers; however, we reserve the right to do so in the future. Presently there are no purchasing or distribution cooperatives.

Insurance

You must obtain and maintain at your own expense the insurance coverage that we and your landlord (if applicable) periodically require, and you must meet the other insurance-related obligations in the Franchise Agreement. Currently, we require you to maintain the following coverages:

a. comprehensive general liability insurance with contractual liability coverage for bodily injury, death and property damage caused by your operation of the Franchised Business (not less than $1,000,000 each occurrence for bodily injury, death, or property damage; not less than $1,000,000 each occurrence for personal and advertising injury; and $2,000,000 general aggregate);

b. "all risk" coverage for the full cost of replacement of the Franchised Business premises and all other property in which the we may have an interest, with a replacement cost clause attached, agreed amount endorsement equal to 100% of the value of the property; property and casualty insurance, including fire coverage;

c. workers' compensation, and other such insurance as may be required by statute or rule of the state or locality in which the Franchised Business is located and operated;

d. business interruption insurance in sufficient amounts, but not less than $100,000, which names us as additional insured and loss payee in an amount equal to the royalties that would have been paid for the preceding 12 month period, or prorated for such shorter period (if the Franchised Business has not been in

operation for 12 months), and shall expressly provide that any interest of the same therein shall not be affected by any breach by you of any policy provisions for which such certificates evidence coverage;

e. data breach and cyber risk coverage with a minimum coverage of $1,000,000;

f. employment practices liability coverage with a minimum coverage of $100,000.

g. individual and employee disability insurance with minimum coverage of $2,000,000;

We may require you to obtain insurance coverage for other risks or increase the required amount of coverage and require different or additional insurance during the Franchise Agreement term. Premiums will depend upon the insurance carrier's charges, terms of payment and your loss history. Each insurance policy must: (1) name us and our affiliates as an additional named insureds and contain a waiver of all subrogation rights against us; (2) provide for 30 days' prior written notice to us of any material modification, cancellation, or expiration of the policy; (3) provide that coverage applies separately to each insured against whom a claim is brought; (4) contain no provision which limits coverage in the event of a claim by a party who is indemnified under the Franchise Agreement; (5) be primary; and (6) extend to and provide indemnity for all obligations assumed by you under the Franchise Agreement. You must provide satisfactory evidence of coverage as and when we may require. We reserve the right to designate an insurance agency or broker that you must use in order in order to comply with your insurance obligations.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Articles I, II and Exhibits A and D	Item 11
b. Pre –opening purchase/leases	Articles II, VII, VIII and IX	Items 7 and 8
c. Site development and other pre-opening requirements	Articles II, VII, VIII and XI	Items 7 and 11
d. Initial and ongoing training	Articles VI and VII, and Exhibit I	Item 11
e. Opening	Articles II, VII and VIII	Item 11
f. Fees	Articles V, VIII, IX, XVII, XX and XXIX	Items 5 and 6
g. Compliance with standards and policies/ Manual	Articles VI, VIII, XI, XV and XIX	Items 8, 11 and 14
h. Trademarks and proprietary information	Articles III, VII, and XI	Items 13 and 14
i. Restrictions on products/services offered	Articles VII and VIII	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Article I and Exhibit A	Item 12
l. Ongoing product/service purchases	Article III	Item 8
m. Maintenance, appearance, and remodeling requirements	Articles II, VIII and XV	Item 17
n. Insurance	Article XII	Items 7 and 8

Obligation	Section in Franchise Agreement	Disclosure Document Item
o. Advertising	Article IX	Items 6 and 11
p. Indemnification	Article XIII	Item 6
q. Owner's participation/management/staffing	Articles VIII and XIX	Item 15
r. Records and reports	Article X	Item 6
s. Inspections and audits	Articles VII and X	Items 6 and 11
t. Transfer	Article XX	Items 6 and 17
u. Renewal	Article IV	Item 17
v. Post-termination obligations	Article XVIII	Item 17
w. Non-competition covenants	Article XIV	Item 17
x. Dispute resolution	Article XXVI	Item 17
y. Guaranty of franchisee obligations	Exhibit B	Item 15

ITEM 10: FINANCING

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

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 Assistance

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

(1) and you will agree on a designated Territory (Section 1.1 of the Franchise Agreement);

(2) review the site you select for your franchise to determine if it complies with our stated requirements for the Franchised Business (Sections 1.2 & 1.5 of the Franchise Agreement; Site Location Addendum to the Franchise Agreement);

(3) provide an initial training program. Initial training is described in more detail below and will be provided after you sign the franchise agreement (Section 6.1 of the Franchise Agreement);

(4) provide you with guidelines and specifications for construction and build-out, installation, repair, maintenance and safety procedures, record keeping, sales and marketing (Articles II, VIII, X and XI of the Franchise Agreement);

(5) loan a copy of the Confidential Manual, which will include standards and specifications for procedures, management, and non-clinical operation of the Franchised Business (Section 11.1 of the Franchise Agreement);

(6) provide you with a written or electronic schedule of all products, furniture, fixtures, supplies, and equipment required and/or recommended for your Franchised Business, subject to Applicable Law (Sections 7.1, 7.8, 8.6 and 8.7 of the Franchise Agreement). If a service contract is executed, our affiliate, SurfCT.com, Inc., provides and installs all the computer systems needed for the operation of the franchised business.

(7) provide a list of approved suppliers for equipment, products, and services we may require for use or sale in

your Franchised Business, subject to Applicable Law (Section 8.7 of the Franchise Agreement); and

(8) license to you the right to use the Marks in connection with the Franchised Business during the term of your Franchise Agreement (Section 3.11 of the Franchise Agreement).

Post-Opening Assistance

During the operation of the Franchised Business, we will:

(1) continue to provide you with guidelines, and assist you in the acquisition of items required to operate your Franchised Business (Sections 7.5, 7.8, 8.6, and 8.7 of the Franchise Agreement);

(2) provide general advisory assistance, which may include site visits, as to help you in the ongoing operation, advertising and promotion of the Franchised Business (Sections 7.5 and 7.6 of the Franchise Agreement);

(3) provide knowledge, as we deem appropriate, to help improve the performance of your Franchised Business (Section 7.5 of the Franchise Agreement);

(4) provide you with the specifications for advertising and marketing materials you may use to promote your Franchised Business. You may not use advertising and marketing materials sourced from any supplier without first obtaining our written approval (Article IX of the Franchise Agreement);

(5) provide you with content for posting on Social Media pages, if we permit you to have a Social Media page. You may not make any social media posts without our consent, and you must give us administrator rights for all social media accounts associated with the Franchised Business. (Section 9.6 of the Franchise Agreement);

(6) provide you with revisions to the Manual as we deem necessary (Section 11.3 of the Franchise Agreement);

(7) provide the names and addresses of newly approved and designated suppliers for the supplies, equipment, and products required by us to be used or sold in your Franchised Business (Section 8.7 of the Franchise Agreement);

(8) administer and maintain the Marketing Fund (Section 9.1 of the Franchise Agreement); and if requested, we will send a consultant to train, assist and advise you on operations issues at the Franchised Business, as applicable (Section 7.3 of the Franchise Agreement). You will reimburse us for travel expenses and pay the then-current per diem training fee for such consulting assistance.

Marketing Fund

We administer and maintain a system-wide proprietary Marketing Fund (the "**Marketing Fund**") for national and global advertising programs with monies collected from franchisees and Affiliate owned and operated stores. We will determine, in our sole discretion, when, how and where the payments deposited into the Marketing Fund will be spent. We select the types of media used and the location of the advertising campaigns administered through the Marketing Fund. We use or may use the following media: print, radio, television, telephone, smart phone, social media and Internet. We may also use the funds for general public relations and to otherwise obtain and build brand awareness. The focus is on national and international coverage and marketing development and will be handled in-house or outsourced to a professional advertising or public relations firm. We will not receive any compensation for providing services to the Marketing Fund, other than the reimbursement of ordinary and necessary expenses, which may include in- house staff.

Initially, you must contribute $1,000 monthly to the Marketing Fund. We reserve the right to increase your monthly contribution up to $1,500 after the first 24 months of the term of your Franchise Agreement. Except as otherwise described herein, all franchisees and franchisor-affiliate owned operations will contribute on the same basis. At your request, we will make available to you an annual unaudited financial statement of the Marketing Fund. As of our last fiscal year ended December 31, 2025, the Marketing Fund was not yet established, and we do not yet have expenditures to disclose.

We are not obligated to spend any amount of the Marketing Fund on marketing in your specific area. Any unspent amounts in the Marketing Fund will be saved for later spending. No percentage of the Marketing Fund will be used for the solicitation of franchisees; however, our advertising and marketing material may contain contact numbers for obtaining information about One Endo franchises.

Regional and Local Advertising

We reserve the right to require you to spend $1,000 monthly but no more than $1,500 monthly on local advertising and marketing ("**Local Marketing Expenditure**"). If required to make Local Marketing Expenditures, you must, quarterly or at our request, provide invoices or other supporting documentation to us to substantiate your Local Marketing Expenditures. If you fail to meet this minimum requirement, you will pay the difference between what you should have spent and what you actually spent into the Marketing Fund. You will not establish a website or social media page for your Franchised Business including social media accounts or pages without our prior consent.

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

If other Franchised Businesses are located in your area, you will be required to participate in any local advertising cooperative that we establish, if we require your participation. Your participation may include paying a pro rata share of any directory listing(s), which will count towards your local advertising requirement. We do not currently have or currently have plans for a local or regional advertising cooperative.

You will be required to participate in marketing campaigns under the terms we establish which we may change in our sole discretion. Your participation may include a requirement that you provide free consultations or products as incentives and rewards.

If you desire to use materials from sources other than us, you must send us for our review samples of any advertising, promotional and marketing material which we have not prepared or previously approved before you use them. If you do not receive written approval within 15 days after we receive the materials, they shall be deemed disapproved. You may not use any advertising or promotional materials that we have disapproved.

We do not have a franchisee advisory or advertising council.

Website

We will maintain a website to advertise, market and promote the One Endo business, as well as franchise opportunities (the "**One Endo Website**"), which we periodically may update and modify. We will list your One Endo location and other information related to your Franchised Business on our One Endo Website. You may not use any other Internet or mobile site, account or web pages in connection with the Franchised Business or otherwise containing or displaying the Marks, including but not limited to, YouTube, Facebook, Twitter, Snapchat, LinkedIn or Instagram without our approval and written consent.

In addition, you cannot operate or build a website through other electronic media that provides content in the areas of the

business that we operate even if the site does not mention One Endo or contain any of its information or branding, even if said site is not in connection with the One Endo business without our written consent.

We have the right to designate, approve, control or limit all aspects of your Franchised Business that you conduct over the Internet ("**e-commerce**") including, without limitation, the URLs, domain names, website addresses, metatags, links, key words, e-mail addresses, bulletin boards, social media, chat rooms and any other means of electronic identification or origin ("**e-names**") used in connection with your One Endo business. We have final control and approval over all content and information on the One Endo Website as well as franchise subpages. We will own all intellectual property and other rights on the One Endo Website and all information they contain (including but not limited to, the domain name or URL for Your Website, the log of "hits" by visitors, and any personal or business data that visitors supply, but excluding your proprietary information).
You agree to comply with any additional policies and standards we issue periodically with respect to the Internet and e-commerce. Should we consent in writing to you advertising or usage of the Internet for your Franchised Business, you must supply us with the current usernames, passwords, credentials and other account information that you have used in connection with any accounts relating to any approved Internet usage of the Marks and we must have co-administrative rights to all web pages.

Social Media Policy

You must comply with our Social Media Policy for all social media profiles or accounts related to the Franchised Business. Your compliance will include but not be limited to granting us full administrative rights and providing us password access to all social media profiles or accounts relating to the Franchised Business, obtaining our written consent before establishing or terminating any social media profiles or accounts relating to the Franchised Business, and conforming with our guidelines regarding content.

Computer Requirements

You must keep your books and business records according to our prescribed formats. We will specify an approved practice management system ("**PMS**") you must purchase or lease in our Manual. Currently, we use Dentrix Ascend. You must also use our designated cloud-based scheduling and patient management system which will be handled by a third party or third parties. The principal function of the system is to capture, track, and organize the patient visits, procedures, and financial information including sales, taxes, inventory, and transactions. All services provided and items sold must be entered in the PMS.

The computers and software used in your Franchised Business must meet the standards, specifications, and requirements established by us in the Manual or otherwise in writing. You must purchase, equip, install and utilize in your Franchised Business computers and software obtained from us or our designated suppliers. The estimated initial cost for your computers and software ranges from $83,000 to $103,000.

You are responsible for all maintenance costs associated with the computer hardware and computer software at your sole expense. We may require you to enter into software or computer maintenance contracts with third parties or our affiliate(s). We estimate that the cost of this obligation with generally range from $400 to $1,500. There is no contractual limitation on the frequency and cost of this obligation.

You will arrange for broadband Internet service to facilitate electronic communication between us and you and maintain a high-speed internet connection attached to the PMS system with a static IP address at all times, at your sole cost. We shall have the free and unfettered right to retrieve any data and information from your computers as we deem appropriate, including electronically polling the daily information and other data of the Franchised Business. Unless a service agreement is signed with our affiliate, SurfCT.com, Inc., we will not have access to patient records stored on the PMS System. You must obtain, provide to us, and maintain an email address in order to allow us to communicate with you electronically and

you must immediately advise us of any change in your email address.

All data that you provide, that we download from your system, and that we otherwise collect from you is owned exclusively by us, and we will have the right to use that data in any way that we deem appropriate without compensating you.

You must make such additions, upgrades, changes, modifications, substitutions and replacements to your computer hardware, software, telephone and power lines or other computer-related facilities as we may direct, and on the dates and within the times we specify. There are no contractual limitations on our right to require you to obtain upgrades and/or modifications, or the cost of these upgrades and/or modifications to you. Unless a service agreement is executed with our affiliate, SurfCT.com, Inc., we are not required to provide ongoing maintenance, repairs, upgrades or updates to the computer system.

Upon termination or expiration of the Franchise Agreement, any computer software, discs, drives and other storage media we provide must be returned to us in good condition, excepting normal wear and tear.

You must ensure that you are maintaining the security of Protected Health Information ("**PHI**") as required to protect patient confidentiality under HIPAA and other federal, state, and local laws and regulations. If we designate a vendor to ensure PHI encryption and confidentiality, we will inform you in the Manual or by notifying you of such designation in writing.

You must ensure that you are maintaining a Payment Card Industry ("**PCI**") compliant security service subscription to protect the confidentiality of information gathered from customers' credit cards and other payment cards. The POS vendor may offer this service, however, if it does not or it discontinues this service you must enroll in a new service. We will designate the PCI compliant vendor that you must use and the security service subscription that you must subscribe to in the Manual.

Confidential Manual

We will loan you a manual (the "**Manual**"), which is confidential and remains our property. We may modify the Manual, but the modification will not alter your status and rights under the Franchise Agreement. The table of contents is attached as Exhibit F. There are over 49 total pages in the Manual.

Initial Training

Our initial training program consists of a total of approximately 5-7 days of instruction before your Franchised Business opens concerning certain aspects of the operation and management of the Franchised Business, including review and discussion of the Manual; building and opening your Franchised Business; hiring and training your supervisorial or managerial personnel on non-clinical services; day-to-day management of your Franchised Business; technology and software; understanding financials, key performance indicators, and setting related goals pertaining to your Franchised Business; marketing; and other detailed aspects of the operation of your business. You and up to 3 from your management team must attend training and complete training to our satisfaction. Our training program will consist of approximately 5-7 days of training prior to the opening of your Franchised Business that must be completed at least 30 days before the Franchised Business opens for business. The cost for training your management team (up to 3) managerial or supervisorial personnel is included in the Initial Franchise Fee. If you request that we provide our initial training program to additional trainees, whether before your Franchised Business opens or additional training while it is operating, and we agree to your request, you must pay our then-current training fee for each additional trainee, currently $2,500 per trainee per week. The training will take place at our corporate headquarters or a location we designate. If we require additional training, we will provide it for up to 5 days per year, at a location we designate. If we require it, you must pay us a reasonable fee for additional training and refresher courses. Additional training and refresher courses are conducted on an "as-needed" basis. All training must be completed to our satisfaction. You must pay all expenses that you and your managerial or supervisorial personnel incur while attending our training program and any refresher training program that we require, including travel, lodging,

meals, and applicable wages. If you fail to complete our training programs to our satisfaction, we have the right to terminate your Franchise Agreement without providing you a refund of the initial franchise fee. The materials that we use in our initial training program include our Manual and other instructional materials that we believe are beneficial to the training process. Currently, we project the following training schedule, which is subject to change:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Recommended Human Resources	8	0	Our Corporate Headquarters or Virtual Communication Platform
Recommended Accounting	8	0	Our Corporate Headquarters or Virtual Communication Platform
Systems & Software	8	0	Our Corporate Headquarters or Virtual Communication Platform
Fee Schedules and Insurance Credentialing	6	0	Our Corporate Headquarters or Virtual Communication Platform
Revenue Cycle Management	8	0	Our Corporate Headquarters or Virtual Communication Platform
Scheduling	6	0	Our Corporate Headquarters or Virtual Communication Platform
Recommended Inventory	6	0	Our Corporate Headquarters or Virtual Communication Platform
Recommended Management and Procurement of Supplies	6	0	Our Corporate Headquarters or Virtual Communication Platform
Building Your Referral Network	8	0	Our Corporate Headquarters or Virtual Communication Platform

n our discretion, we may vary the length and content of the initial training program based on the experience and skill level for each individual attending the initial training program. The primary instructional material for the initial training program will be the Manual. There will be no additional charge for training material. The Initial Training Program will be supervised by Dr. Saccomanno, Dr. Mastroianni, or any other qualified subject matter expert(s) designated by One Endo that have at

least 7 years' experience in endodontics, and will take place at our headquarters in Mamaroneck, New York or remotely over a virtual communication platform designated by us. Both Dr. Saccomanno and Dr. Mastroianni have at least 7 years' experience in the field of their expertise. Each of them has worked for us since our inception in September 2022.

Your owners and/or other supervisorial or managerial personnel must faithfully attend all phases of the Initial Training Program and complete it to our satisfaction, as certified by us in writing. Your or their failure to successfully complete any aspect of the Initial Training Program, as we determine in our sole discretion, constitutes grounds for termination of your Franchise Agreement. (Franchise Agreement, Article VI and VII). We may allow you to retake the Initial Training Program in our sole discretion. You must pay expenses of travel, lodging, meals and wages incurred by you and your managerial or supervisorial personnel while attending any of our training programs.

Site Selection

You must operate the Franchised Business from the Franchised Location within the Territory, which should be no less than 1,500 square feet, although we in our sole discretion may approve a smaller site, and include sufficient space for among other things an administrative office, and access to parking facilities. You must obtain our approval of the site you select for location of your Franchised Business. When you have found a site which you believe to be suitable for your Franchised Business, you must submit a completed site approval package to us (the "**Site Approval Package**"), which includes a market feasibility study and other materials which we may reasonably require. We will have 30 days to approve or disapprove the site that you propose.

We do not provide assistance with conforming to local ordinances and building codes, and obtaining any required permits or construction, remodeling or redecorating the premises. Our site selection and/or acceptance is based on residential population, traffic counts and patterns, competing establishments, median income levels, availability of parking, rental and lease terms, physical configuration of the site and growth trends in the area. We are not obligated to approve any site selected, but we will not unreasonably withhold our approval of a site that meets the minimum criteria for your business premises. If you do not find a suitable site within the time period set forth in the Franchise Agreement, we can terminate the Franchise Agreement and keep the Initial Franchise Fee. Franchisor neither generally owns nor generally leases the site to or for the Franchisee.

Opening

You may not open the Franchised Business until you and your staff (as required) have completed Initial Training and satisfied all of the other pre-opening obligations, including, securing all required licenses and insurance, hiring sufficient staff, ordering and receiving your Fixture Package and Initial Inventory, build out of the space in accordance with our System standards, and completing a grand opening campaign that we have approved.

You must be ready to open within 450 days of the signing of the Franchise Agreement unless we agree to a later date in writing. This is the typical length of time required to open a Franchised Business. Your ability to obtain a lease, financing, or building permits; zoning and local ordinances; or delayed installation of equipment, fixtures, and signs may also affect when you open the Franchised Business. If you fail to open your Franchised Business by the required opening date designated on Exhibit A to the Franchise Agreement, we can terminate the Franchise Agreement.

We may require you to obtain a loan commitment for a working capital line of credit in an amount to support your Franchised Business as described in your business plan. If we impose this requirement, you must provide documentation that the loan commitment has been secured at least 30 days prior to opening.

ITEM 12: TERRITORY

Franchise Agreement

You will be permitted to operate your Franchised Business at a specific location that we approve, as described in your Franchise Agreement. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. The territory granted to you is not dependent upon the achievement of a certain sales or patient volume, market penetration or other contingency. Your territory will be delineated at the time you sign the Franchise Agreement and shall be based on zip codes, or metes and bounds, or a radius surrounding the Franchised Location from which you will operate your One Endo Practice with the practice as the central point, or other territory delineations we may utilize. The actual geographic extent of the area of protection for your Franchised Business is subject to our analysis of available population density data and may be based on the number of people or number of endodontist offices or both (the "**Protected Territory**").

The relocation of your Franchised Business will be subject to our prior written approval, which may be withheld on whatever basis we determine is in our best interests. If we approve your request to relocate the Franchised Business, the new location will be within the Protected Territory.

If you are in compliance with the Franchise Agreement and any other agreement you have with us or our affiliates, we will not establish or authorize anyone except you to establish a One Endo Practice in the Protected Territory during the term of your Franchise Agreement except that we and our affiliates retain the following rights to:

(a) develop and establish other business systems using the Marks, or other names or marks, and grant licenses to use those systems without providing any rights to you;

(b) advertise and promote the System in the Protected Territory; and

(c) operate, and license to others to operate, One Endo franchised businesses at universities, educational, medical and government facilities in the Protected Territory.

No restrictions exist on us, our affiliates or any of our franchisees as to the areas from which they may solicit or accept patients and we and all our franchisees are free to advertise or solicit business from any area desired, subject to the general controls on advertising contained in the Franchise Agreement. We are not required to pay you any compensation if we exercise any of the rights specified above.

Except for the One Endo outlets currently operated by our affiliates and possibly up to 3 additional outlets that our affiliates presently intend to establish in New Jersey, New York and/or Connecticut, neither we nor any parent or affiliate has established, or presently intends to establish other Company-Owned Outlets or franchised businesses which sell our proprietary products or services under a different trade name or trademark, but, as stated above, we reserve the right to do so in the future, without first obtaining your consent or any compensation to you.

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

We do not place any restrictions on you accepting patients outside your Protected Territory. However, you must comply with the anti-kickback provisions in the federal social security act which prohibits the payment or receipt of any consideration either in return for the referral of patients' care opportunities paid by a federal health care program such as the VA or in return for the purchase of goods or services paid by a federal health care program such as the VA. This federal anti-kickback law has been interpreted to cover a wide range of activities. In addition, some states have anti-kickback laws that may apply to patients regardless of their health insurance coverage. You must comply with all applicable laws. You must keep abreast of the latest changes to applicable laws. you should also familiarize yourself with more generalized federal,

state, or local laws and regulations which relate to or affect the operation of your franchised business. You should consult with your attorney to determine the applicability of such laws to your One Endo Practice.

ITEM 13: TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks for the purposes of the Franchised Business, during the term of the Franchise Agreement. You may not use any of the Marks as part of your corporate or other entity name. You must also follow the instructions we provide for identifying yourself and for filing and maintaining the requisite trade name of fictitious name registrations.

We license the right to use Marks from our affiliate MASA IP LLC. MASA IP LLC has granted us a nonexclusive perpetual license pursuant to a License Agreement (the "**MASA IP License Agreement**") dated March 23, 2023. In the License Agreement, MASA IP LLC authorized us to use the Marks in connection with the offer, sale, and support of Franchise Businesses. The License Agreement does not contain any significant limitations on our right to use or license the Marks to you. Additionally, MASA IP LLC previously has licensed the right to use the Marks to MASA Group LLC, which owns and operates One Endo Practices in Connecticut and presently intends to operate up to 3 additional One Endo Practices in New York, Connecticut and/or New Jersey. The License Agreement may be terminated unilaterally by either party only upon a material breach of the License Agreement. Termination does not affect rights granted by us to One Endo franchisees prior to termination. Those rights shall continue to be in effect, and we maintain all rights necessary to continue to perform any rights or obligations under all franchise agreements subsequent to and regardless of termination of the License Agreement, until expiration without opportunity to renew and/or termination of each such agreement.

Masa IP LLC owns and has filed all required affidavits for the following Marks that have been registered on the Principal Register of the USPTO:

Proprietary Marks	Date of Filing	Registration Number	Registration Date
ONE ENDO	May 10, 2021	6723218	May 24, 2022
	May 10, 2021	6723219	May 24, 2022

Because Masa IP LLC has filed all required affidavits for the above Marks, we have not filed any required affidavits. There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. There are no agreements currently in effect which significantly limit our right to use or license the use of the Marks in any manner material to you.

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

use by and licensed to you after you sign the applicable agreement.

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

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

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

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

As of the date of this disclosure document, we are not aware of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks in any state. All registrations are currently active, and we shall renew all registrations as required.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any patents. There are no pending patent applications that are material to our business. We have no registered copyrights, but we claim copyright protection for the Manual, the training materials, the One Endo Website, and all marketing material that may be distributed by us. We will loan you one copy of or provide you with electronic access to the Manuals for confidential use in your One Endo Franchise Business. You may not disclose, publish, sell, show, or reproduce the Manuals and must return it to us intact upon termination or expiration of your Franchise Agreement.

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

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

You must immediately notify us of any actual or apparent infringement of or challenge to any of the copyrighted works or claim by any person of any rights in the copyrighted works and may not communicate with any person other than us and our counsel in connection with any infringement, challenge or claim. We shall have the sole discretion to take any action as we deem appropriate and the right to control exclusively any settlement, litigation, arbitration or administrative proceeding arising out of any alleged infringement, challenge or claim or otherwise relating to the copyrighted works. If it becomes advisable at any time in our sole judgment for you to modify or discontinue use of any of the copyrighted works and/or for you to use one or more additional or substitute copyrighted or copyrightable items, you agree to immediately comply with our directions to modify or otherwise discontinue the use of the copyrighted materials and/or to use one or more substitute materials.

Confidential Information

We possess and will further develop and acquire certain confidential and proprietary information and trade secrets including, but not limited to, the following categories of information, methods, techniques, procedure, technologies, and knowledge that we, our affiliates, or our franchisees have developed or will develop (the "**Confidential Information**") including: (1) methods, techniques, specifications, standards, policies, procedures, information, concepts and processes relating to knowledge of and experience in the development, operation, and franchising of the Franchised Business; (2) marketing and promotional programs for the Franchised Business and customer information; (3) methods of operation; (4) knowledge of specifications for and knowledge of suppliers of certain materials, equipment and supplies for the Franchised Business; (5) operating results and financial performance of the Franchised Business; (6) the Operations Manual; and (7) the terms of the Franchise Agreement.

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

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

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

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

You must designate a principal owner acceptable to us who will be responsible for the operational decisions of your One Endo Practice. Your principal owner must devote his or her full time to the One Endo Practice to operate the Franchised Business, to develop and expand the market for the products and services offered by your Franchised Business, and to cooperate with us to accomplish the purposes of the Franchise Agreement. In that regard, you must not engage in any other business or activity that conflicts with your obligations under your Franchise Agreement. You must operate your Franchised Business in accordance with our System standards of service, advertising, promotion and management. You must comply with all our business policies, practices and procedures, including the operating times of your Franchised Business, as we prescribe in the Manual, or otherwise in writing from time to time.

Your owners must be identified in the Franchise Agreement or on an exhibit thereto. Each owner must have satisfactorily completed Initial Training and must be licensed to practice dentistry in the state in which the Franchised Business is located.

Subject to your clinical judgment, you must hire and maintain an adequate number and level of management and other personnel required for the conduct of the Franchised Business. You are responsible for ensuring that your trainers, coaches, and other personnel are properly trained to perform their duties. As described in Item 14, we may require you to obtain confidentiality and non-competition agreements from your dental associates you employ and certain of your supervisorial or managerial employees.

Each owner must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement according to the Guaranty attached to the Franchise Agreement.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Offering non-clinical services that have not been specified or approved by us under the Marks is a material default of the Franchise Agreement and, if not cured, is grounds for termination of the Franchise Agreement. You are in no way limited to whom you may offer the clinical services. Presently we do not require you to sell any goods.

We do not and will not impose any restrictions or conditions that limit your access to customers or your clinical discretion. The practice of dentistry and endodontics at your One Endo Practice, including the tools and equipment needed to practice of dentistry and endodontics is subject to your sole clinical discretion, except that you may only offer the clinical and non-clinical services only from the Franchised Location.

ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Provision	Article in the Franchise Agreement	Summary
a. Length of the franchise term	IV	20 years.
b. Renewal or extension	IV	5 or 10 years.
c. Requirement for franchisee to renew or extend	IV	You have been in substantial compliance with agreement. You may have to remodel your location, at your expense. You may be required to sign a contract with materially different terms and conditions than your original contract, comply with any new training requirements and serve notice of intention to renewal not less than six months nor more than ninety days prior to the expiration of the agreement. You may be required to sign a general release in favor of us.
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	XVIII	We can terminate only if you commit any one of several listed violations.
g. “Cause” defined—curable defaults	XVIII	No less than thirty (30) days for operations or monetary defaults.
h. “Cause” defined—non- curable defaults	XVIII	Conviction of a felony, suspension or revocation, suspension, expiration or termination of your dentistry license; abandonment; repeated defaults, unapproved transfers, bankruptcy, assignment for benefit of creditors, repeated violations, even if cured; termination for cause of another contract between us and you.
i. Franchisee’s obligations on termination/non-renewal	XVII	Pay outstanding amounts, de-identification, return of confidential information and assign telephone numbers; pay liquidated damages.
j. Assignment of contract by franchisor	XX	No restriction on our right to assign.
k. “Transfer” by franchisee—defined	XX	Includes transfer of contract, of assets or any ownership change.
l. Franchisor approval of transfer by franchisee	XX	We have the right to approval all transfers.
m. Conditions for franchisor approval of transfer	XX	Transferee qualifies, all amounts due are paid in full, you sign a general release in

Provision	Article in the Franchise Agreement	Summary
		substantially the form attached as Exhibit G in our favor, transferee completes training, transfer fee paid, then-current contract signed.
n. Franchisor's right of first refusal to acquire franchisee's business	XX	On 30 days' written notice and in our sole discretion, we have the option to designate an affiliate to purchase the Franchised Business at its then current valuation, appraisal, or price offered in a written contract for sale, whichever is higher. Royalties owed to us may be used to reduce the purchase price we owe you.
o. Franchisor's option to purchase franchisee's business	XVII	We have the option to designate an affiliate to purchase your One Endo Practice on termination or non- renewal for the practice's then current valuation, appraisal, or written contract price offered to you. Royalties owed to us may be used to reduce the purchase price.
p. Death or disability of franchisee	XXI	Franchise must be assigned to approved buyer within 12 months or transferred to an heir or representative.
q. Non-competition covenants during the term of the franchise.	XIV	You are prohibited from owning or having an interest in a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	XIV	For 2 years following the expiration or termination of your Franchise Agreement, you cannot own or have any interest in a competitive business within 5 miles of the Franchised Location or any other Franchised Business. If you violate the post-term covenant not to compete, we reserve the right to require you to pay us monetary damages.
s. Modification of agreement	XXVII	The Agreement cannot be changed except by written agreement signed by Franchisee and an officer or director of Franchisor. The Manual is subject to change.
t. Integration/merger clause	XXVII	Only the terms of the Franchise Agreement and exhibits are binding (subject to applicable state law). No other representations or promises will be binding. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable."
u. Dispute resolution by mediation	XXVI	We must first attempt to resolve all disputes by mediation in Hartford, Connecticut, except for certain matters that

Provision	Article in the Franchise Agreement	Summary
		may be brought in court.
v. Choice of forum	XXVI	All proceedings will be held in Connecticut (subject to state law, see State Specific Addenda in Exhibit A).
w. Choice of law	XXVI	Connecticut, subject (subject to state law, see State Specific Addendum in Exhibit A).

TEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of Company-Owned Outlets or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting us at (914) 777-9465, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
Systemwide Outlet Summary
For years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company-Owned	2023	3	3	0
	2024	3	5	+2
	2025	5	5	0
Total Outlets	**2023**	**3**	**3**	**0**
	2024	**3**	**5**	**+2**
	2025	**5**	**5**	**0**

TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2023	0
	2024	0
	2025	0
Totals	**2023**	**0**
	2024	**0**
	2025	**0**

TABLE NO. 3
Status of Franchised Outlets
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Florida	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Totals	**2023**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**	**0**

TABLE NO. 4
Status of Company-Owned Outlets*
For years 2023 to 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Licensee	Outlets Closed	Outlets Sold to Licensee	Outlets at End of the Year
Connecticut	2023	2	0	0	0	0	2
	2024	2	1	0	0	0	3
	2025	3	0	0	0	0	3
New York	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
	2025	2	0	0	0	0	2
Totals	**2023**	**3**	**0**	**0**	**0**	**0**	**3**
	2024	**3**	**2**	**0**	**0**	**0**	**5**
	2025	**5**	**0**	**0**	**0**	**0**	**5**

***The Company-Owned Outlets in the above table are owned and operated by our affiliates.

TABLE NO. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-Owned Outlets in Next Fiscal Year
Florida	0	1	0
Massachusetts	0	1	0
New York	0	0	1
Totals	**0**	**2**	**1**

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. During our last three fiscal years, none of our franchisees has signed confidentiality clauses restricting their ability to speak openly about their experience with our system. There are currently no trademark- specific franchisee organizations associated with our system.

ITEM 21: FINANCIAL STATEMENTS

The financial statements as of December 31, 2025, December 31, 2024, and December 31, 2023, are contained as Exhibit E to this document.

Our fiscal year end is December 31.

ITEM 22: CONTRACTS

Exhibit A State Specific Addenda
Exhibit C Franchise Agreement
Exhibit G General Release

ITEM 23: RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document appear on the last two pages. Please return one signed copy to us and retain the other for your records.

EXHIBIT A

STATE SPECIFIC ADDENDA

Each provision of these Addenda to the Disclosure Document and Amendments to the Franchise Agreement is effective only to the extent (with respect to each provision) that that state franchise law would apply to your franchise or development rights, without reference to the Addenda or Amendments.

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

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

1. 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.

2. OUR WEBSITE, www.oneendo.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND
INNOVATION AT www.dfpi.ca.gov.

3. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

4. The following sentence is added to Item 6: The highest interest rate in California is 10%.

5. The following paragraph is added at the end of Item 3 of the Disclosure Document:

Except as disclosed above, neither we nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. Section 78a et seq., suspending or expelling such person from membership in such association or exchange.

6. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer or nonrenewal of the franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, and the law applies, then the law will control.

Termination Upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. These provisions might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)

Covenant not to Compete. The Franchise Agreement contains a covenant not to compete which extend beyond the termination of the franchise. This provision may not be enforceable under California law.

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

Cartwright Act. The Antitrust Law Section of the Office of the California Attorney General views certain resale price maintenance agreements as per se violations of the Cartwright Act.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Connecticut. This provision might not be enforceable under California law.

Litigation. The Franchise Agreement requires litigation in Connecticut. Prospective franchisees are encouraged to consult

private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281) to any provision of the Franchise Agreement restricting venue to a forum outside the State of California.

Releases. The Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

In registering this franchise, the California Department of Financial Protection and Innovation has not reviewed, and makes no statements concerning, the franchisor's compliance with state and federal licensing and regulatory requirements relating to the practice of dentistry. You should consult with your attorney concerning these laws, regulations, and ordinances that may affect the operation of your business. If the California Board of Dentistry, or any other agency overseeing the practice of dentistry in this state, determines that the operation of the franchise fails to comply with state law, the franchisor may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment.

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

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

In recognition of the requirements of the California Franchise Registration and Disclosure Law, the parties to the One Endo Franchise Development LLC Agreement (the "Agreement') agree as follows:

1. For purposes of Cal. Bus. & Prof. Code Section 20022, Franchisor and Franchisee agree that:

a. For the purposes of Section 20022(h), Franchisor's right of offset will include the following amounts owed by Franchisee to Franchisor or Franchisor's Affiliates: (i) Royalty Fees; (ii) Marketing Fund Fees; (iii) Transfer Fees; and (iv) any other type of fee owed by Franchisee to Franchisor or Franchisor's Affiliates.

2. For purposes of Cal. Bus. & Prof. Code Section 20035, Franchisor and Franchisee agree that:

a. "Fair market value of the franchise assets" means the value of Franchisee's Assets, valued according to the declining-balance method of depreciation. The purchase price by Franchisor for the Assets will not include the cost of removal and transportation of those assets, which will be Franchisee's responsibility.

b. "Fair market value of the franchised business" means the "fair market value of the franchise assets" as defined above, plus goodwill. The parties agree that the value of goodwill is the amount of Royalty Fees paid by Franchisee to Franchisor within the twelve (12) month period immediately before Franchisor's termination or failure to renew if Franchisor is in violation of the California Franchise Relations Act.

3. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

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

5. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

FRANCHISOR:
ONE ENDO FRANCHISE DEVELOPMENT, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____
[Print Name of Franchisee Entity]

By: _____
Name_____
Title:_____

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The Initial Franchise Fee is not due until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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.

FRANCHISOR: **ONE ENDO FRANCHISE DEVELOPMENT, LLC**	**FRANCHISEE:** _____ [Print Name of Franchisee Entity]
By:_____ Name:_____ Title:_____	By: _____ Name_____ Title:_____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44 (the "Act'), the parties to the attached One Endo Franchise Development LLC Franchise Agreement (the "Agreement') agree as follows:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The Initial Franchise Fee is not due until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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

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

FRANCHISOR: **ONE ENDO FRANCHISE DEVELOPMENT, LLC**	**FRANCHISEE:** _____ [Print Name of Franchisee Entity]
By:_____ Name:_____ Title:_____	By: _____ Name_____ Title:_____

EXHIBIT B

LIST OF STATE ADMINISTRATORS, AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Dept. of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677	Commissioner of the Dept. of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677
HAWAII	Business Registration Division Dept. of Commerce and Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities, Dept. of Commerce & Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division, Attn: Franchise Section 525 West Ottawa, G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6546 Mercantile Way Lansing, Michigan 48909 (517) 241-6345
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEBRASKA	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Ste. 300 Lincoln, Nebraska 68508-2723 (402) 471-2171	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, Nebraska 68508- 2723 (402) 471-2171
NEW YORK	NYS Department of Law Investor Protection Bureau	Secretary of State 99 Washington Avenue

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
	28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	Albany, New York 12231 (518) 473-2492
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept. 401 Bismarck, ND 58505 (701) 328-2910	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept. 401 Bismarck, ND 58505 (701) 328-2910
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387
RHODE ISLAND	Securities Division State of Rhode Island Department of Business Regulation Bldg. 69, First Floor, John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462 9582	Director, Securities Division Department of Business Regulation Bldg. 69, First Floor, John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462 9582
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Ninth Floor 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Franchise Registration Division of Securities Wisconsin Department of Financial Institutions 201 West Washington Street, Suite 300 Madison, Wisconsin 53703 (608) 266-1064	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Street, Suite 300 Madison, Wisconsin 53703 (608) 266-1064

EXHIBIT C

FRANCHISE AGREEMENT

ONE ENDO FRANCHISE DEVELOPMENT LLC
FRANCHISE AGREEMENT

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ONE ENDO FRANCHISE DEVELOPMENT, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**"), is effective _____, (the "**Effective Date**"), between One Endo Franchise Development, LLC, a Connecticut limited liability company ("**Franchisor**"), on the one hand, and _____, a _____ ("**Franchisee**"), on the other hand, who are individually referred to in this Agreement as a "Party", and collectively referred to in this Agreement as "Parties."

WITNESSETH:

A. Franchisor and its affiliates have developed the "**System**" for developing and promoting dental and endodontic practices ("**One Endo Practice**") that offer full endodontic care to the public under the trade name and service mark "**One Endo**" (the "**Marks**").

B. Franchisee wants to obtain a license and franchise to develop, own and operate a One Endo Practice (the "**Franchised Business**"), under the Marks and the System and the standards established by Franchisor from time to time, and Franchisor is willing to grant Franchisee a license and franchise under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE:

ARTICLE I
GRANT OF FRANCHISE

1.1 Grant

Franchisor grants the right, and Franchisee undertakes the obligation to use the Marks and the System solely in connection with the operation of one Franchised Business at, and only at, the address set forth on Exhibit A ("**Franchised Location**"), upon the terms of this Agreement. Franchisee will use the Franchised Location only for the operation of the Franchised Business. Franchisee may not sublicense, sublease, subcontract or enter any management agreement providing for the right to operate the Franchised Business or to use the System..

1.2 Protected Territory

Except as provided in Section 1.3, during the Initial Term, if Franchisee is not in Default (as defined below) under this Agreement or any other agreement between Franchisor or its Affiliates and Franchisee, Franchisor shall not own, operate sell or license or issue a franchise for any other One Endo Practice within geographic area designated on Exhibit A ("**Protected Territory**"). Except as provided in this Section 1.2, the license granted to Franchisee under this Agreement is nonexclusive and Franchisee shall have no territorial or protective rights and Franchisor and its Affiliates all have the right to place a company-owned or franchised One Endo Practice anywhere Franchisor desires without notice to Franchisee and without any obligation to pay any compensation to Franchisee.

(a) Under this Agreement, "**Affiliate**" means any individual or entity that controls, is controlled by, or is under common control with, a party to this Agreement. Control of a Person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of the individual or entity whether by contract or otherwise.

(b) Under this Agreement, "**Default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

1.3 Rights Reserved by Franchisor

Franchisor and its Affiliates reserve all other rights with respect to the System, the Marks and the One Endo Practices, including the exclusive right in their discretion, directly or indirectly, without paying Franchisee any compensation or granting Franchisee any rights in the same to:

(a) develop, own and operate, and grant licenses and franchises to third parties to develop, own and operate, One Endo Practices at any location outside of the Protected Territory regardless of its proximity to the Franchised Business;

(b) develop, own or operate and to grant licenses or franchises to third parties to develop, own or operate One Endo Practices at educational, medical, governmental and other types of institutional facilities within and outside of the Protected Territory regardless of their proximity to the Franchised Business;

(c) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at One Endo Practices and to franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating;

(d) to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business providing products and services similar to those provided at One Endo Practices, or by another business, even if such business operates, franchises and/or licenses competitive businesses; and

(e) to engage in all other activities that this Agreement does not expressly prohibit.

ARTICLE II
DEVELOPMENT AND OPENING OF THE FRANCHISED BUSINESS

1.1 Franchised Location

Franchisee shall operate the Franchised Business at, and only at, the Franchised Location. If the address of the Franchised Location has not been inserted in the blank space on Exhibit A on the Effective Date. Franchisee shall, within thirty (30) days after the Effective Date, locate at least one (1) proposed site that meets Franchisor's then-current standards and specifications for the Franchised Location unless Franchisor extends the date for the required site identification date in writing.

1.2 Lease for Franchised Location

Franchisee shall not create any obligations on Franchisor's behalf or grant the landlord any rights against Franchisor, or agree to any term, condition or covenant in the Lease which are inconsistent with any provision of this Agreement. Franchisee shall deliver a fully executed copy of the Lease to Franchisor promptly following its execution, in the form and on the terms previously accepted by Franchisor, without further request by Franchisor. Franchisee shall, no later than sixty (60) days from the Effective Date unless Franchisor agrees in writing to a later date, have a fully executed lease for the Franchised Location (the "**Lease**"). Franchisor shall have the right in its sole discretion, to require Franchisee to:

(a) execute the Site Location Addendum attached as Exhibit D; and

(b) ensure to Franchisor's satisfaction that the Lease contains substantially the following provisions:

1. "Anything contained in this lease to the contrary notwithstanding, Lessor agrees that without its consent, this lease and the right, title and interest of the Lessee hereunder may be assigned by the Lessee to One Endo Franchise Development, LLC, a Connecticut limited liability company or its designee."

2. "Lessor shall give written notice to One Endo Franchise Development, LLC (concurrently with the giving of such notice to Lessee) of any default by Lessee under the lease and One Endo Franchise Development, LLC, shall have the right, in its sole discretion, to cure any such default. Such notice shall be sent to One Endo Franchise Development, LLC, at its headquarters, or such other address as One Endo Franchise Development, LLC, may from time to time specify in writing to Lessor."

1.3 Construction

Franchisor will provide Franchisor's specifications for the décor and layout of a prototype One Endo Practice. Franchisee will pay for the preparation of architectural, engineering and construction drawings and site and space layout and exterior signage plans for the Franchised Business. Franchisee shall, at its own expense, adapt the specifications for the prototype Franchised Business to conform to the characteristics of the Franchised Location and shall promptly submit the final plans to Franchisor after Franchisee obtains possession of the Franchised Location. Before commencing any renovation or construction, Franchisee shall employ a licensed architect approved by Franchisor to prepare preliminary and final architectural drawings and specifications for the Franchised Business in accordance with Franchisor's standard architectural plans and specifications for a prototype Franchised Business. Franchisee shall, at its own expense, obtain all zoning classifications, licenses, permits, and clearances for construction. If Franchisee fails to locate an acceptable site, enter a Lease and open the Franchised Business within the applicable time periods provided for in this Article 2 it will be a material Default under this Agreement and Franchisor may be entitled to terminate. Franchisee shall notify Franchisor of the anticipated construction completion date and, within a reasonable time after construction is completed Franchisor has the right and authority (but not the obligation) to conduct a final inspection of the Franchised Location.

1.4 Open for Business

The Franchised Business shall open for business no later than 450 days of the Effective Date, unless Franchisor extends the date for the required opening date of the Franchised Business in writing. Franchisor shall not unreasonably withhold its consent to Franchisee's request for additional time to open the Franchised Business without cause. To protect the System, the Marks, the Trade Secrets and the goodwill associated with the same, Franchisee shall not open the Franchised Business to the public without the express written authorization of Franchisor, which authorization may be conditioned upon Franchisee's strict compliance with the specifications of System standards, the completion of the Initial Training Program by the Franchisee's owners and certain managerial and/or supervisorial employees and Franchisee's compliance with staffing and other requirements. Franchisee shall open the Franchised Business for business following receipt of a temporary or permanent certificate of occupancy and no more than ten (10) days after receipt of Franchisor's written authorization to open. Following the Opening Date, Franchisor and Franchisee shall complete and execute an addendum to Exhibit A to designate the Opening Date.

1.5 Franchisee's Duties in Developing the Franchised Business

Franchisee shall do or cause to be done each of the following:

(a) obtain all required construction and sign permits and licenses;

(b) complete the construction of all required improvements to the premises and decorate the premises in accordance with Franchisor's specifications;

(c) purchase or lease and install all fixtures, furnishings, equipment, signs and the opening product inventory and operating supplies and required branded merchandising materials and other materials in accordance with Franchisor's specifications.

1.6 Fixtures, Equipment, Furniture and Signs

Franchisee shall use in the construction and operation of the Franchised Business only those brands, types or models of construction and decorating materials, fixtures, equipment, furniture and signs that the Franchisor has approved for the Franchised Business as meeting its specifications and standards for quality, design, appearance, function and performance. Franchisee shall maintain at the premises of the Franchised Business only such signs, emblems, lettering, logos and display materials that are from time to time approved in writing by Franchisor. Franchisee may purchase approved types or models of construction and decorating materials, fixtures, equipment, furniture and signs from any supplier approved or designated by the Franchisor (which may include Franchisor and/or its Affiliates). If Franchisee proposes to purchase any type or model of construction or decorating material, fixture, equipment, furniture or sign not then approved by the Franchisor, and/or any such item from any supplier which is not then approved by the Franchisor, Franchisee shall first notify the Franchisor in writing and shall submit to the Franchisor sufficient specifications, photographs, drawings and/or other information or samples for a determination by the Franchisor of whether such brand or type of construction or decorating material, fixture, equipment, furniture or sign complies with its specifications and standards. The Franchisor may, in its sole discretion, refuse to approve any such item(s) and/or supplier(s) that does not meet the Franchisor's standards or specifications.

2.10 Relocation of Franchised Business

If the Lease terminates without fault of Franchisee, or if the premises are damaged, condemned or otherwise unusable, or if in the reasonable judgment of the Franchisor and Franchisee there is a change in the character of the location of the Franchised Business sufficiently detrimental to its business potential to warrant its relocation, the Franchisor shall grant permission to Franchisee for relocation of the Franchised Business to a location approved by the Franchisor. Any such relocation shall be at Franchisee's sole expense, including payment of Franchisor's then-current relocation fee.

2.11 De-identification of Franchised Location

Franchisee agrees that in the event of a relocation of the Franchised Business, Franchisee shall promptly remove from the first Franchised Business premises, and discontinue using for any purposes, all signs, fixtures, furniture, posters, furnishings, equipment, advertising materials, stationery supplies, forms and other articles which display any of the Marks or any distinctive features or designs associated with One Endo Practices. Furthermore, Franchisee shall, at Franchisee's expense, immediately make such modifications or alterations as may be necessary to distinguish the first Franchised Business so clearly from its former appearance and from other One Endo Practices and to prevent any possibility of confusion therewith by the public (including, without limitation, removal of all distinctive physical and structural features identifying One Endo Practices and removal of all distinctive signs and emblems). Franchisee shall, at Franchisee's expense, make such specific additional changes as Franchisor may reasonably request for this purpose. If Franchisee fails to initiate immediately or complete such alterations within such period of time as the Franchisor deems appropriate, Franchisee agrees that the Franchisor or its designated agents

may enter the premises of the first Franchised Business and adjacent areas at any time to make such alterations, at Franchisee's sole risk and expense, without responsibility for any actual or consequential damages to the property of Franchisee or others, and without liability for trespass or other tort or criminal act. Franchisee acknowledges that Franchisee's failure to make such alterations will cause irreparable injury to the Franchisor and consents to entry, at Franchisee's expense, of an ex-parte order by a court of competent jurisdiction authorizing the Franchisor or its agents to take such action, if the Franchisor seeks such an order. Compliance with the foregoing shall be a condition subsequent to the Franchisor's approval of any relocation request by Franchisee, and in the event complete de-identification of the first Franchised Business premises is not promptly and completely undertaken, the Franchisor may then revoke its permission for relocation and declare a Default under this Agreement

ARTICLE III
PROPRIETARY MARKS AND GOODWILL

3.1 Definition of "Marks"

When used in this Agreement, "Marks" mean the trademarks and service marks which are used to identify One Endo Practices and to distinguish them from that of any other business, and the trademarks, service marks, trade names, logos and commercial symbols as may be designated by the Franchisor from time to time for use in connection with the System.

3.2 Authorized Use of Marks

Franchisee is authorized to use the Marks, goodwill and trade secrets in the operation of the Franchised Business only at the location specified in Article I. Nothing in this Agreement shall be construed as authorizing or permitting their use at any other location or for any other purpose except as may be authorized in writing by Franchisor. Franchisee understands and agrees that the limited license to use the Marks granted hereby applies only to such proprietary marks as are designated by Franchisor, and which are not subsequently designated by Franchisor as being withdrawn from use, together with those which may hereafter be designated by Franchisor in writing. Franchisee expressly understands and agrees that he/she is bound not to represent in any manner that he/she has acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted hereunder, or by virtue of Franchisee's use of any of the Marks.

3.3 Ownership of Marks

Franchisee acknowledges that an Affiliate of Franchisor owns the Marks and that Franchisee shall not register or attempt to register the Marks, or challenge Franchisor's and its Affiliates rights in and to the Marks, or to assert any rights in the Marks other than as specifically granted in this Agreement.

3.4 Additional Rights

At Franchisor's request, Franchisee shall assign to Franchisor, in writing, all additional rights, if any, that may be acquired by Franchisee as a result of its owners' use of the Marks.

3.5 Rights to Use Marks

Franchisee may use the Marks, logos, trade styles, color combinations, designs, signs, symbols and slogans only in the manner and to the extent specifically permitted by this Agreement or in any manuals, directives or memos (collectively, the "**Confidential Operations Manual**") prepared by Franchisor. Franchisee shall not use any confusingly similar Marks in connection with its Franchised Business or any other business.

3.6 Approval of Items Using the Marks

Franchisor reserves the right to approve all signs, memos, stationery, business cards, advertising material forms, and all other objects and supplies using the Marks. All advertising, publicity, signs, decorations, furnishings, equipment, or other materials employing the word "One Endo" shall be in strict accordance with this Agreement and the Confidential Operations Manual, and Franchisee shall obtain Franchisor's approval prior to such use.

3.7 Modification of Marks

If it becomes advisable at any time, in the discretion of Franchisor, to modify or discontinue use of any Mark or to adopt or use one or more additional or substitute proprietary marks or both, then Franchisee shall comply with any such instruction by Franchisor. In such event and at Franchisor's direction, Franchisee shall adopt, use and display only such new or modified Marks and shall promptly discontinue the use and display of outmoded or superseded marks, at Franchisee's expense. Franchisee waives any other claim arising from or relating to any proprietary mark change, modification or substitution. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any proprietary mark addition, modification, substitution or discontinuation, except that Franchisor will reimburse Franchisee for Franchisee's direct, reasonable expenses related to changing the Franchised Business's signage. Franchisee covenants not to commence or join in any lawsuit or other proceeding against Franchisor for any of these expenses, losses or damages.

3.8 Expiration or Termination of this Agreement

Upon the expiration, termination or non-renewal of this Agreement, Franchisee shall immediately cease using the Marks, color combinations, designs, symbols or slogans; and Franchisee shall execute such documents and take such action as may be necessary to demonstrate compliance with this Section 3.8. In addition, Franchisee shall refrain from taking any action might indicate or imply that Franchisee was a franchisee of Franchisor or had any relationship with Franchisor. To this end, Franchisee irrevocably appoints Franchisor or its nominee to be Franchisee's attorney-in-fact to execute, on Franchisee's behalf, any document or perform any legal act necessary to protect the Marks from unauthorized use. Franchisee acknowledges and agrees that any unauthorized use of the Marks will result in irreparable harm to Franchisor for which Franchisor may obtain injunctive relief, monetary damages, reasonable attorneys' fees and costs.

3.9 Notification of Infringement

Franchisee shall immediately notify Franchisor of any apparent infringement of or challenge to Franchisee's use of the Marks, or any claim, demand, or suit based upon or arising from the unauthorized use of, or any attempt by any other person, firm, or corporation to use, without authorization, or any infringement of or challenge to, any of the Marks. Franchisee will immediately notify Franchisor of any other litigation instituted by any person, firm, corporation or governmental entity against Franchisor or Franchisee.

3.10 Franchisor to Defend

Franchisor and/or Franchisor's Affiliate shall undertake the defense or prosecution of any litigation concerning Franchisee that relates to any of the Marks or that, in Franchisor's or the licensor's judgment, may affect the goodwill of the System; and Franchisor may, in such circumstances, undertake any other action which it deems appropriate. Franchisor shall have sole and complete discretion in the conduct of any defense, prosecution or other action it chooses to undertake. In that event, Franchisee shall execute those documents and perform those acts which, in the opinion of Franchisor, are necessary for the defense or prosecution of the litigation or for such other action as may be undertaken by Franchisor.

3.11 Limited License

In order to develop and maintain high uniform standards of quality and service and to protect the reputation and goodwill of Franchisor, Franchisee agrees to do business and advertising at the location of the Franchised Business using only the Marks designated by the Franchisor. Franchisee shall not do business at the location for the Franchised Business or advertise the Franchised Business using any other name. Franchisee is not authorized to and shall not use the word "One Endo" by itself, as a part of the legal name of any corporation, partnership, proprietorship or other business entity to which Franchisee is associated, or with a bank account, trade account or in any legal or financial connection.

3.12 Franchisor's Right to Inspect

In order to preserve the validity and integrity of the Marks, and the goodwill associated with the same and to assure that Franchisee is properly employing them in the operation of the Franchised Business, Franchisor and its agents shall have the right and authority at all reasonable times to inspect Franchised Business, financial books and records, and operations. Franchisee shall cooperate with and assist Franchisor's representative in such inspection.

3.13 Trademark Notices

Franchisee shall be required to affix the ^{SM}, ™ or ® symbol (as applicable) upon all advertising, publicity, signs, decorations, furnishings, equipment or other printed or graphic material employing the word "One Endo," or any other of the Marks, whether presently existing or developed in the future.

3.14 No Right to Deny Use

Franchisee acknowledges that it does not have any right or basis to deny the use of the Marks to any other franchisees. In consideration therefor, Franchisee shall execute all documents and take such action as may be requested to allow Franchisor or other One Endo franchisees to have full use of the Marks.

3.15 Claim of Prior Use

If, during the Initial Term of this Agreement, or any Renewal Term, there is a claim of prior use of the "One Endo" name or any other Marks in the Protected Territory or in another area or areas, Franchisee shall so use any of Franchisor's other Marks in such a way and at Franchisor's discretion in order to avoid a continuing conflict.

3.16 Indemnification by Franchisor

The Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee for, all damages for which Franchisee is found liable in any proceeding in which Franchisee's use of any Mark pursuant to and in compliance with this Agreement is held to constitute trademark infringement, unfair competition or dilution, and for all costs reasonably incurred by Franchisee in the defense of any such claim brought against him or in any such proceedings in which he is named as a party, provided that Franchisee has timely notified the Franchisor of such claim or proceedings, has otherwise complied with this Agreement and has tendered complete control of the defense of such to the Franchisor. If the Franchisor defends such claim, the Franchisor shall have no obligation to indemnify or reimburse Franchisee with respect to any fees or disbursements of any attorney retained by Franchisee.

3.17 Identification of Franchisee

During the Initial Term of this Agreement, or any Renewal Term, Franchisee shall identify itself as the owner of the Franchised Business in conjunction with any use of the Marks, including, but not limited to, on invoices, order forms, receipts, business stationery, contracts with all third parties or entities, as well

as the display of such notices in such content and form at such conspicuous locations as the Franchisor may designate in writing. **In addition, Franchisee shall ensure that all employees understand that they are employees of Franchisee and have no relationship, employment or otherwise, with the Franchisor.**

ARTICLE IV
TERM AND RENEWAL

4.1 Initial Term

The Initial Term ("**Initial Term**") shall commence on the Effective Date and shall expire on the twentieth (20th) anniversary of the Effective Date ("**Expiration Date"**).

4.2 Renewal Right

Upon expiration of the Initial Term, Franchisee shall have the right (the "**Renewal Right**") to enter into a new franchise agreement in the then-current form then generally being offered to prospective One Endo franchisees (a "**Renewal Franchise Agreement**") for one Renewal Term ("**Renewal Term**" means a five (5) or ten (10) year period from the Expiration Date). Sole discretion rests with the Franchisor on setting the Renewal Term. If Franchisee desires to exercise the Renewal Right for a Renewal Term, Franchisee shall, no later than 12 months prior to the Expiration Date, notify Franchisor in writing (the "**Renewal Notice**") that Franchisee desires to extend the Initial Term for a Renewal Term. Sole discretion rests with the Franchisor on setting the Renewal Term. "Renewal Term Expiration Date" means the fifth or tenth anniversary of the commencement date of the Renewal Term. This Agreement is not otherwise renewable.

4.3 Conditions to Renewal

The Renewal Rights may be exercised by Franchisee only if all the conditions precedent set forth in this Article 4 are satisfied prior to the Expiration Date or Renewal Term Expiration Date, as the case may be:

(a) Franchisee shall be in Good Standing under the Lease on the date of the Renewal Notice, on the date of Franchisor's execution of the Renewal Franchise Agreement and on the Expiration Date, as the case may be this Agreement nor the Lease Agreement shall have been terminated for any reason, and that the Lease Agreement is renewable;

(b) Franchisee shall fully perform all of its obligations under this Agreement and all other agreements binding Franchisor and Franchisee and shall be in Good Standing on the date of the Renewal Notice, on the date of Franchisor's execution of the Renewal Franchise Agreement and on the Expiration Date, as the case may be;

(c) Ensure that Franchisee has complied with all the requirements in Article VIII;

(d) Franchisee shall have served a Renewal Notice not less than twelve (12) months and no more than eighteen (18) months prior to the Expiration Date;

(e) Franchisee shall, prior to the commencement of the Renewal Term, undertake and complete at its expense, the remodeling, renovation, modernization and refurbishing of the Franchised Location to comply with Franchisor's then-current specifications and non-clinical standards for new One Endo franchises ;

(f) Franchisee has satisfied all monetary obligations due and owing to Franchisor or

its Affiliates or both and Franchisee has timely met these obligations throughout the term of this Agreement and any other agreement in effect and any renewals thereof;

(g) Franchisee shall execute Franchisor's then-current form of Franchise Agreement, which agreement shall supersede this Agreement in all respects and terms, and which may contain terms and conditions that are materially different from this Agreement, including, without limitation, a higher royalty fee and higher Marketing Fund contribution;

(h) Franchisee shall execute and deliver to Franchisor a general release in substantially the form of Exhibit G to the Franchise Disclosure Document on all claims against Franchisor and its Affiliates, and their respective officers, directors, members, shareholders, agents and employees;

(i) Franchisee shall satisfy Franchisor's then-current qualifications and training requirements; and

(j) Franchisee shall, prior to the commencement of the Renewal Term, pay Franchisor a renewal fee. Franchisor will determine in its sole discretion the amount of the renewal fee but in no event will the renewal fee exceed fifty (50%) of the then-current initial franchise fee.

4.4 Renewal Report

Upon receipt of a Renewal Notice from the Franchisee pursuant to Section 4.2 hereof, the Franchisor will prepare a renewal report which report within three (3) months of the receipt of said notice and shall specify the modifications and improvements and repairs, if any, required by the Franchisor and which Franchisee must make to the Franchised Business which must conform to Franchisor's then-current standards and specifications pertaining to the Franchised Business. All amounts spent on reports are subject to annual increases based upon increases in the U.S. Consumer Price Index, published by the U.S. Department of Labor Statistics.

4.5 Franchisor's Right to Deny Renewal

Franchisor reserves the right to deny Franchisee's renewal in the event that Franchisee abandons its Franchised Business or in the event Franchisee ceases to operate and maintain its Franchised Business in accordance with the terms of this Agreement.

4.6 Month-to-Month Agreement

If Franchisee does not sign Franchisor's then-current Franchise Agreement prior to the Expiration Date of this Agreement and Franchisee continues to accept the benefits of this Agreement after it expires, then at Franchisor's option, this Agreement may be treated either as (i) expired as of the Expiration Date with Franchisee then operating without a license to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Month-to-Month Agreement**") until one party provides the other with written notice of such party's intent to terminate the Month-to-Month Agreement, in which case the Month-to-Month Agreement will terminate thirty (30) days after receipt of the notice to terminate the Month-to-Month Agreement, or such longer notice period as is required by Applicable Law (as that term is defined in Section 8.12). In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Month-to-Month Agreement as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Month-to-Month Agreement.

4.7 Notice of Expiration

If Applicable Law requires Franchisor to give notice to Franchisee prior to expiration of the Initial Term or Renewal Term, as the case may be, this Agreement shall remain in effect on a week-to-week basis until Franchisor has given the notice required by Applicable Law. If Franchisor is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or franchise disclosure document, or is not lawfully able to offer Franchisee its then-current form of franchise agreement, at the time Franchisee delivers a Renewal Notice, Franchisor may, in its discretion, either: (i) offer to renew this Agreement upon the same terms set forth in this Agreement for a Renewal Term determined in accordance with Section 4.2; or (ii) offer to extend the Term on a week-to-week basis following the expiration of the Term for as long as it deems necessary or appropriate so that it may lawfully offer its then-current form of franchise agreement.

ARTICLE V
INITIAL AND CONTINUING FEES PAYABLE TO FRANCHISOR

5.1 Initial Franchise Fee

On the Effective Date, Franchisee shall pay Franchisor the Initial Franchise Fee of Seventy-Five Thousand Dollars ($75,000) (the "**Initial Franchise Fee**") in the manner provided in Section 5.3. The Initial Franchise Fee shall be nonrefundable, in whole or in part, when paid.

5.2 Royalty Fee

Franchisee shall pay a monthly royalty fee equal to Six Thousand Dollars ($6,000.00) ("**Royalty Fee**"), in the manner provided in Section 5.3 without deduction, abatement or offset. The Royalty Fee is subject to annual increases by an amount equal to the percentage increase in the U.S. Consumer Price Index, published by the U.S. Department of Labor Statistics. The Royalty Fee commences upon the earlier of (i) twelve (12) months after you sign the lease for the Franchised Location or (ii) eighteen (18) months after the Effective Date (the "**Royalty Commencement Date**").

5.3 Payment Date and Manner of Payment

Following the Royalty Commencement Date, Royalty Fees are due and payable according to the schedule and in the manner provided in the Confidential Operations Manual or otherwise prescribed in writing by Franchisor. Presently, Royalty Fees are due and payable on a monthly basis on the first Monday of any given month ("**Payment Date**"). Franchisee shall make all payments due to Franchisor or its Affiliates from Franchisee's bank account by electronic funds transfer or other comparable means as Franchisor may designate. Promptly upon Franchisor's request, Franchisee shall deliver and execute to Franchisor the Electronic Payment / ACH Origination Authorization form attached hereto as Exhibit "G" and all pre-authorized check forms and other instruments or drafts required by Franchisor's bank, payable against Franchisee's bank account, to enable Franchisor to draw the Royalty Fees and other sums payable under the terms of this Agreement. Franchisee shall maintain a single bank account for all payments and shall, at all times, maintain adequate reserves and working capital sufficient for Franchisee to fulfill all of Franchisee's obligations under this Agreement and to cover the risks and contingencies of the Franchised Business for at least three (3) months in order to ensure that all payments due to Franchisor and its Affiliates can be paid in full when drawn from the account. Franchisee shall not alter or close this account except with Franchisor's prior written approval. Any failure by Franchisee to implement an electronic funds transfer system in strict accordance with Franchisor's instructions will be a material Default of this Agreement. All payments by Franchisee shall be free and clear of any tax, deduction, offset or withholding of any kind. Franchisee shall register for and collect and report sales tax in compliance with all Applicable Laws. All taxes and penalties presently or in the future levied on the payments due to Franchisor under this Agreement shall be fully borne by Franchisee.

5.4 Interest on Overdue Amounts

If Franchisee fails to pay any amount due under this Agreement within 15 days of the date payment is due, or if any electronic payment is unpaid because of insufficient funds or otherwise, Franchisee shall be subject to interest on a daily basis at the lesser of 5% per annum or the maximum commercial contract interest rate permitted by Applicable Law.

5.5 Acceptance by Franchisor

Acceptance by Franchisor of any and all payments provided for in this Agreement shall not be conclusive or binding on Franchisor with respect to the accuracy of the amount of such payment until two (2) years after the termination, expiration or non-renewal of this Agreement. Acceptance of any payment on account of Royalty Fees or all other payments provided for in this Agreement does not constitute any waiver of Franchisor's rights under Article XVII or XVIII hereof.

5.6 Application of Payments

If Franchisee shall be delinquent in the payment of any obligation to Franchisor under this Agreement, or under any other agreement with Franchisor, Franchisor shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to application.

5.7 Franchisee May Not Withhold or Offset Payments

Franchisee's obligations for the full and timely payment of the Royalty Fees and all other amounts provided for in this Agreement shall be absolute, unconditional and fully earned by Franchisor, except in those instances where Franchisor is in breach hereunder and has failed to cure such breach although obligated to do so. Franchisee shall not delay or withhold the payment of all or any part of the fees for any reason, put the same in escrow or set-off same against all purported claims Franchisee may allege against Franchisor.

5.8 Set Off Option

Franchisor shall have the right to set off against any money owed by Franchisor or Franchisor's Affiliate(s) to Franchisee or Franchisee's Affiliate(s) pursuant to this Agreement or otherwise. This right to set off will continue until Franchisee has paid, satisfied or discharged all monies, debts or liabilities due or owing to Franchisor and Franchisor's Affiliates. Franchisee hereby irrevocably authorizes Franchisor or Franchisor's Affiliate to deduct from any monies payable by Franchisor or Franchisor's Affiliate to Franchisee or Franchisee's Affiliate(s) pursuant to this Agreement or otherwise any monies due or owing to Franchisor or Franchisor's Affiliates by Franchisee or Franchisee's Affiliate from time to time. If in Franchisee's jurisdiction set-off is not possible due to the local laws Franchisor or Franchisor's Affiliate(s) will hold monies due to Franchisee or Franchisee's Affiliate as a lien, free from interest, until such time as Franchisee or Franchisee's Affiliate(s) have paid all monies owed by Franchisee or Franchisee's Affiliate to Franchisor or Franchisor's Affiliate(s).

ARTICLE VI
TRAINING AND COMMENCEMENT OF BUSINESS

6.1 Initial Training Program

Prior to opening the Franchised Business, at least two (2) and up to three (3) supervisorial or managerial personnel of Franchisee, at least one of whom shall be a partner from the ownership group or

Designated Principal, if required, shall attend Franchisor's initial training program, which shall have classroom training conducted at the Franchisor's current corporate headquarters, or at another location designated by Franchisor, and on-site training at a franchisor or affiliate-owned and operated One Endo Practice. Such initial training shall last at least two (2) weeks, and Franchisee's representatives, including, if required, the Designated Principal shall complete said training course to Franchisor's satisfaction, within six (6) weeks of the opening of the Franchised Business to the general public. All training must be completed to Franchisor's satisfaction. If this Agreement is for Franchisee's second or subsequent Franchised Business, Franchisor may reduce at its sole discretion, the number of supervisorial or managerial personnel required to complete training and/or not require a member of the ownership group to attend training, but in any event a trained and approved manager must be on duty at all times that your Franchised Business is open. Franchisee may only reserve spots for the initial training program after its submission, and Franchisor's approval, of its grand opening advertising and marketing plan.

The initial pre-opening training is included in the Initial Franchise Fee. However, without regard to the number of managerial or supervisorial personnel trained prior to opening the Franchised Business, all trainings subsequent to opening the Franchised Business shall be subject to Franchisor's then-current training fees.

Franchisee shall be responsible for all travel and living expenses which Franchisee and Franchisee's supervisorial or managerial personnel incur in connection with the initial training program and any refresher classes, as well as wages and expenses for its supervisorial or managerial personnel. If Franchisee fails to complete the initial pre-opening training program to Franchisor's satisfaction, Franchisor shall have the right to terminate this Agreement without providing a refund of the Initial Franchise Fee.

During the training program, Franchisee shall receive instruction, training and education in the operation of the Franchised Business and indoctrination into the System.

If Franchisee requests that Franchisor provide its training program to additional supervisorial or managerial personnel, whether before the Franchised Business opens or while it is operating, Franchisee shall pay Franchisor's then-current training fee not later than 7 days prior to the commencement of the training session, in addition to paying all trainees' out-of-pocket expenses and applicable wages.

In addition, the Franchisor may, in its sole discretion, assign one or more representative who will travel to Franchisee's location for a period of up to 7 days to conduct a pre-opening and/or post-opening training program. Franchisee agrees to reimburse Franchisor for the expenses incurred by such representatives while providing opening training and assistance, including, but not limited to, travel, lodging and meals. In addition, Franchisee shall pay the Franchisor's then-current training fee (currently $2,000) for any training at Franchisee's location.

6.2 Refresher Training

Franchisee shall attend such periodic refresher and supplemental training programs or meetings at such locations as Franchisor may from time to time direct. Franchisor may designate that attendance at such program is mandatory for Franchisee's owners or new owners . All expenses of Franchisee incurs in connection with attendance at any such refresher or supplemental training programs or meetings shall be borne solely by Franchisee.

6.3 Franchised Business Staff

Franchisee shall maintain a competent, conscientious and trained staff, and shall take the steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous and knowledgeable service; and meet the minimum *non-clinical* standards as Franchisor may

establish from time to time in the Confidential Operations Manual or otherwise in writing. **All employees hired by or working for Franchisee shall be the employees of Franchisee, and Franchisee alone, and shall not, for any purpose, be deemed to be employees of Franchisor or subject to Franchisor's direct or indirect control, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any Governmental Authority. Franchisee and Franchisor will each file their own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation insurance payments with respect to their respective employees and operations. Franchisee acknowledges and agrees that Franchisor will not have the power to hire or fire Franchisee's employees. Franchisee expressly agrees, and will never contend otherwise, that Franchisor's authority under this Agreement to certify Franchisee's supervisorial or managerial personnel for qualification to perform certain non-clinical functions at the Franchised Business does not directly or indirectly vest in Franchisor the power to hire, fire or control any of Franchisee's personnel. Franchisee alone shall be solely for all hiring and employment decisions and functions relating to the Franchised Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. Franchisee acknowledges and agrees that any guidance Franchisee receives from Franchisor regarding employment policies should be considered as examples, that Franchisee alone is responsible for establishing and implementing its own employment policies, and that Franchisee understands that Franchisee should do so in consultation with local legal counsel experienced in employment law. Franchisee shall indemnify, defend, reimburse and hold Franchisor harmless from any direct and indirect losses, costs and expenses, including attorney's fees, arising out of any claim made by or for the benefit of any employee of Franchisee against Franchisor regarding employment decisions and employee functions of the Franchised Business, including, without limitation, those relating to hiring, firing, training, wages and hour requirements, record keeping, supervision, and discipline of employees. Nothing in this section is intended to be (nor shall it be construed to be) interference with or substitution for the independently exercised clinical judgment of a licensed dentist. Franchisee acknowledges and agrees that Franchisee shall be solely responsible for the exercise of Franchisee's considered clinical judgment regarding the practice of dentistry in the operation of the Franchised Business.**

6.4 Franchisee's Owners

Franchisee's owners must be licensed at all times during the Term or Renewal Term, as the case may be, to practice dentistry within the Protected Territory. Each owner of Franchisee must complete Franchisor's training program to Franchisor's satisfaction. Franchisee shall pay the Franchisor's then-current training fee for any new owner training, i.e., if the previously assigned owner leaves the ownership group of Franchisee for any reason.

ARTICLE VII
OBLIGATIONS OF FRANCHISOR

7.1 Prototype Plans and Specifications

In order to assist Franchisee in constructing Franchisee's Franchised Business, once Franchisee provides a set of current as-built drawings, Franchisor shall furnish to Franchisee a set of prototype or protostyle plans and specifications for the Franchised Business, including requirements for exterior and interior design, layout, equipment and sign placement and décor scheme, all as included in the System.

7.2 Construction Assistance

Franchisee shall, at Franchisee's expense, cause to be prepared all construction and build-out plans

required for construction of all leasehold improvements at the Franchised Business. Franchisee shall engage a contractor, of which Franchisor reserves the right to approve, to construct the leasehold improvements at the Franchised Business according to the plans prepared for Franchisee and approved by Franchisor.

7.3 Pre-opening Assistance; Additional Assistance

Franchisor shall make available to Franchisee any further assistance that Franchisor may deem is required, based on the experience and judgment of Franchisor, in pre-opening, opening and initial business operation of the Franchised Business, which assistance shall conform to that furnished to other existing franchisees. If Franchisee requests that Franchisor provide additional post-opening assistance on-site at the Franchised Business, Franchisee shall pay Franchisor's then-current per diem fee for each representative/trainer that Franchisor sends to the Franchised Business, and Franchisee shall reimburse each representative's expenses, including, but not limited to, travel, lodging and meals.

7.4 Grand Opening Advertising

Franchisor shall assist Franchisee with the grand opening advertising program and ongoing local marketing programs.

7.5 Continuing Non-Binding Advice

Franchisor shall maintain an advisory relationship with Franchisee including ongoing telephone consultation to aid in the proper and effective operation of the System. Such operating assistance may consist of advice and non-binding recommendations with respect to:

(a) Methods and operating procedures of a Franchised Business;

(b) Additional services authorized for sale by the Franchised Business;

(c) Selection, purchasing and storage of medical and dental products, equipment, and other approved products, materials, and supplies;

(d) The establishment and operation of administrative, bookkeeping, accounting, inventory control, sales and general operating procedures for proper operation of the Franchised Business; and

(e) Marketing and promotion for the Franchised Business.

7.6 Inspection

Franchisor or its designee shall have the right to visit and inspect, from time to time, the Franchised Business and evaluate the proper execution of the System, and confer with Franchisee and Franchisee's supervisorial or managerial personnel in connection therewith in order to assist in the proper business operation of the Franchised Business. Franchisor or its designees or agents shall have the absolute right to make inspections at such times and frequencies, during normal business hours, as Franchisor or its designee may determine. Franchisee and Franchisee's supervisorial or managerial personnel shall cooperate with Franchisor's representatives in such inspections, render such assistance to them as they may reasonably request and immediately correct any failure to comply with the System and this Agreement as brought to Franchisee's attention by such representative.

7.7 Maintenance of Non-Clinical Standards

Franchisor shall use its reasonable efforts to require maintenance of high and uniform non-clinical standards in the execution of the System at all Franchised Businesses utilizing the System, thus protecting

and enhancing the reputation of Franchisor and the Marks. However, because complete and detailed uniformity under many varying conditions might not be possible or practical, Franchisee acknowledges that Franchisor specifically reserves the right and privilege, as Franchisor may deem appropriate, to vary the System for, and to provide different levels of service to, any franchisee or Affiliate owned location, based upon the peculiarities of any condition or factors that Franchisor considers important to that franchisee's successful operation.

7.8 Proprietary Items

In order to insure that the distinguishing characteristics of the System are uniformly maintained, Franchisor may establish from time to time standards for certain proprietary products, equipment, commodities, and supplies for the use of same by Franchisee in the execution of the System and may, in conjunction therewith, develop new proprietary products, services, technologies, and programs and develop new equipment and new techniques which Franchisee shall be required to use and/or purchase in the operation of his/her Franchised Business.

7.9 No Representation of Success

Neither Franchisor's approval of a specific location for Franchisee's Franchised Business, nor any other service provided by Franchisor pursuant to this Article shall be deemed a representation, warranty or judgment by Franchisor as to the likely success of the Franchisee's Franchised Business at such location with the specified personnel or as to the relative desirability of such location in comparison to others that might have been available to Franchisee.

7.10 Sale of Proprietary Items

Franchisor or its designees may sell to franchisees all of Franchisor's requirements of certain proprietary items, as is stated in Article VIII hereof, unless prevented from so doing by Force Majeure (as described in Article XXV below), governmental restrictions, labor disputes, inability to obtain or manufacture supplies or products, or other contingency or situation. Under these circumstances, the Franchisor will not be responsible or liable for any business losses or interruption, and Franchisee, during these situations, may seek alternate, but approved, sources of supply, provided such products meet Franchisor's specifications as to quality and availability.

7.11 Minimum and Maximum Prices

With respect to the offer and sale of all Services, Franchisor may from time to time offer guidance with respect to the selling price for such services; however, Franchisee is in no way bound to adhere to any such recommended or suggested price. Franchisee shall have the right to provide services at any price that Franchisee may determine. Franchisee shall execute any instruments or other writings required by Franchisor to facilitate the provision of such products and services. If Franchisee elects to sell any or all its products or merchandise at any price recommended by Franchisor, Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering such products or merchandise at the recommended price will enhance Franchisee's sales or profits.

ARTICLE VIII
OBLIGATIONS AND DUTIES OF FRANCHISEE

To protect the System, the Marks, the One Endo trade secrets and the goodwill associated with the same:

8.1 Management and Operation of the Franchised Business

(a) Franchisee shall operate the Franchised Business in compliance with the terms of this Agreements and the Confidential Operations Manual. Franchisee acknowledges and agrees that Franchisee alone shall exercise day-to-day control over all operations, activities and elements of the Franchised Business, including over Franchisee's employees, and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees that the various requirements, restrictions, prohibitions, specifications and procedures of the System with which Franchisee must comply under this Agreement, the Confidential Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchised Business, which Franchisee alone controls, but only constitute standards to which Franchisee must adhere when exercising Franchisee's control over the day-to-day operations of the Franchised Business consistent with the policies of Franchisor.

(b) Franchisee shall, at Franchisee's sole expense, retain at all times during the Initial Term or any Renewal Term a certified public accountant to actively oversee management the books of the Franchised Business. Upon request from Franchisee, Franchisor will assist in locating a suitable certified public accountant. Franchisor shall have the right and authority to contact Franchisee's certified public accountant to request reports and information that Franchisor has the right under this Agreement to request from Franchisee.

(c) Franchisee shall, at Franchisee's sole expense, ensure that all of its employees maintain any and all licenses required for the scope of such employees' employment at the Franchised Business and shall timely renew such licenses as may be required.

8.2 Maintenance of the Franchised Business

Franchisee shall maintain, at its own expense, at all times, the interior and exterior of its Franchised Business and all fixtures, furnishings, signs and equipment in the highest degree of cleanliness, orderliness, sanitation and repair, as determined by Franchisor, and to make no material alteration, addition, replacement or improvement in or to the interior or exterior of the Franchised Business without the prior written consent of Franchisor, except that Franchisee shall be required to periodically renovate, refurbish and update the Franchised Business so that it is in substantial conformity with the Franchisor's then-current design. Franchisor shall not require Franchisee to renovate, refurbish and/or update the Franchised Business more frequently than once every 5 years during the term of this Agreement, and shall not require Franchisee to expend greater than Fifty Thousand Dollars ($50,000.00) on each such periodic renovation, refurbishment and/or updates.

8.3 Standards of Operation

Franchisee agrees to maintain a high moral and ethical standard in the operation and conduct of Franchisee's Franchised Business so as to create and maintain goodwill among the public for the name "One Endo" and supervise and evaluate the performance of its staff to insure that each renders competent, efficient and quality service to the general public.

8.4 Approved Services

Franchisee recognizes that it is essential to the proper marketing of the Services, and to the preservation and promotion of its reputation and acceptance by the public at large, that non-clinical - standards of quality be maintained. Franchisee therefore agrees, as part of the consideration for this Agreement, that Franchisee will at all times render the non-clinical Services only in a manner as shall meet the reasonable specifications and standards from time to time approved in writing by Franchisor, as permitted by law, and as permitted under the Lease Agreement.

8.5 Approved Suppliers

(a) In connection with the operation of the Franchised Business, the Franchisee may be recommended to purchase certain items of equipment, if applicable, and also certain tools, supplies, disposable hygienic goods, and other product service items for the provision of the non-clinical Services from sources designated or approved by the Franchisor.

(b) In the event that Franchisee proposes to purchase any brand, type, and/or model of products, supplies, or services which are not then approved by Franchisor, Franchisee will first notify Franchisor and will submit to Franchisor, on Franchisor's request, sufficient written specifications, photographs, drawings, samples, and/or other information for a determination by Franchisor of whether the brand, type, and/or model of products, supplies, or services complies with Franchisor's specifications and standards, which determination will be made and communicated to Franchisee in writing within thirty (30) days after receipt of the necessary samples and information. In the event Franchisor does not respond within thirty (30) days Franchisee's request is deemed denied. Franchisor does not make the criteria for approving suppliers available to franchisees. Franchisor may approve or disapprove a supplier or item in Franchisor's sole discretion. Franchisor may charge the Franchisee a reasonable testing fee and will decide within a reasonable time after receiving the required information whether Franchisee may purchase items from such supplier. Upon Franchisor's approval of your proposed item and/or supplier, Franchisor will permit Franchisee to contract with the alternative supplier. Franchisor may revoke approval of a supplier or a particular item at any time in Franchisor's sole discretion by notifying Franchisee and/or the supplier in writing of the revocation of approval.

(c) In connection with the operation of his/her/its Franchised Business, the Franchisee may be recommended or required to purchase certain other products, equipment, tools, supplies, and other items for use in providing the Services to the patients as stated in the Confidential Operations Manual. Franchisee's obligation under this Section 8.5 shall be satisfied so long as Franchisee purchases the stated products, equipment, tools, supplies, or other items from sources of supply designated by Franchisor. Although it shall not be construed as an attempt to unreasonably limit the sources from which Franchisee may procure certain products, equipment, and other similar items, it is the intention of the Franchisor that such items strictly conform to the Franchisor's standards and specifications of consistent quality and uniformity. Therefore, Franchisor requires Franchisee to purchase such products and other items from sources designated by the Franchisor. Franchisor shall not be obligated to approve any suppliers.

(d) Franchisor and its Affiliates may receive payments from suppliers on account of their actual or prospective dealings with Franchisee and other franchisees and to use all amounts received without restriction for any purposes Franchisor deems appropriate. Franchisee also understands that, if Franchisor or Franchisor's affiliates sell items to Franchisee, Franchisor and Franchisor's affiliates may make a profit on the items.

(e) Notwithstanding the foregoing, nothing in Sections 8.5(a)-(d) is intended to replace or supplant the exercise of independent clinical judgment of a licensed dentist. Our approval, recommendation, or requirement of a specific product, tool, supply, or piece of equipment is based on our Affiliates' experience in operating practices similar to the Franchised Business.

8.6 No Representation or Warranty

Franchisee acknowledges that in purchasing or leasing supplies, equipment and/or materials from suppliers approved by Franchisor, **FRANCHISOR EXPRESSLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF SAME, INCLUDING WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR ANY INTENDED PURPOSE. FRANCHISEE AGREES TO LOOK SOLELY TO THE MANUFACTURER OR SUPPLIER OF SAME IN THE EVENT OF ANY DEFECTS**

THEREIN.

8.7 Independent Professional Judgment

The Parties acknowledge and agree that the System standards, Confidential Operations Manual, and any other training, specifications, standards and operating procedures related to the services provided by the Franchised Business are not intended to limit or replace Franchisee, Franchisee's Designated Principal's or Franchisee's Manager's professional and clinical judgment in supervising and operating the Franchised Business. The Confidential Operations Manual, System Standards, and other training, specifications, standards and operating procedures represent only the minimum non-clinical standards and Franchisee's Designated Principal, Manager, and other professionals are solely responsible for ensuring that the Franchised Business performs in accordance with all applicable requirements and standards of care. Nothing in this Agreement shall obligate Franchisee's Designated Principal, Manager or other professionals to perform any act that is contrary to Franchisee's or his/her/its professional or clinical judgment, applicable standards of care, or any laws or regulations; provided, however, that you must notify us immediately upon your determination that any specification, standard, or operating procedure is contrary to Franchisee's or his/her/its professional or clinical judgment.

8.8 Changes in Approved Services

Franchisee shall only sell or offer for sale such services as described by the Franchisor, from time to time; and Franchisee must obtain Franchisor's written approval for all contemplated changes and all additions to and/or deletions of Services sold or offered in the Franchised Business.

8.9 Compliance with Terms of Agreement

Franchisee shall comply with all the terms, conditions, requirements, covenants and agreements in this Agreement and any renewals thereof and promptly supply Franchisor with such information (in addition to that otherwise provided for in this Agreement) as may be reasonably requested by Franchisor.

8.10 Signage

Franchisee shall use the signage as required by Franchisor. Franchisee shall only employ Franchisor's designated supplier to reproduce Franchisee's signage using Franchisor's format and specifications. This provision shall not constitute a license of any copyright or trademark to the prospective printer of such signage. Any changes in the Services advertised or used at the Franchised Business shall be approved in writing by Franchisor prior to use. At the Franchisor's discretion the signage format may contain advertising reference to other franchises.

8.11 Taxes

Franchisee shall promptly pay, when due, all taxes levied or assessed, including without limitation federal income taxes, sales taxes, unemployment taxes and all indebtedness to Franchisor incurred by Franchisee in the conduct of the business licensed by this Agreement.

8.12 Compliance with Laws

Franchisee shall comply with Applicable Laws in connection with the operation of the Franchised Business including all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business.

8.13 Notification of Claim

Franchisee shall notify Franchisor, in writing, within five (5) days of the commencement of any

violation, action, claim, suit or proceeding, and of the issuance of any order, writ, injunction, suit or proceeding, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of the Franchised Business.

8.14 No Right to Bind Franchisor

Franchisee shall not pledge Franchisor's credit or bind Franchisor to any obligation, nor shall it hold itself out as being authorized to do so.

8.15 Uniforms

Franchisee shall be responsible for having all personnel employed by Franchisee wear standard related uniforms and attire during business hours in order to further enhance Franchisor's format. Franchisee shall be permitted to purchase such uniforms and attire from manufacturers or distributors approved by Franchisor, which uniforms and attire, to the extent they use or impact the Marks and their related goodwill, must be in strict accordance with Franchisor's design and other specifications.

8.16 Compliance with Applicable Governmental Authorities

Franchisor and Franchisee understand and agree that the operation of the Franchised Business, maintenance of its premises and equipment, conduct and appearance of its personnel, and the preparation and sale of products therefrom are all regulated by governmental statutes and regulations. To this end, the Franchisor and Franchisee agree that Franchisee owes an obligation to the patients of his/her/its Franchised Business, Franchisor, and to himself/herself/itself to fully and faithfully comply with all those applicable governing authorities, and all of the same are made a part of this Franchise Agreement as if fully described herein. It is further agreed that in the event any product dispensed at the Franchised Business evidences adulteration from the standards of Franchisor's products or is in violation of applicable law or regulations or in the event the product, premises, equipment, personnel or operation of the Franchised Business fail to be maintained in accordance with the governmental requirements incorporated in this Franchise Agreement as aforesaid, Franchisee shall immediately close his/her Franchised Business, terminate selling operations thereat, destroy all contaminated or adulterated products and eliminate the source thereof and remedy all unsanitary conditions present, reopening for business only after Franchisor's inspection and laboratory analysis from samples obtained for that purpose by Franchisor, evidence a compliance with the applicable governmental requirements and with the standards of Franchisor. In the event Franchisee or its agents or employees fails or refuses to comply with all of the foregoing remedial measures or in the event of any repetition of any adulteration or palming off or failure of sanitation in the Franchised Business:

(a) The prevailing Party shall be entitled to recover from the non-prevailing Party an award of attorney's fees and costs, including attorneys' fees, of both parties, incurred in enforcing the provisions of this Subsection. The remedies presented herein are in addition to and not in substitution for those stated in Article XXIII of this Franchise Agreement.

(b) In furtherance of the foregoing, Franchisee must submit copies of all health, sanitation or other regulatory agency inspection reports to Franchisor immediately upon receipt thereof.

8.17 Market Research

Franchisor may, from time to time, conduct market research and testing to determine consumer trends and the salability of new products and services. Franchisee agrees to cooperate by participating in the Franchisor's market research programs, test marketing new products and services in the Franchised Business and providing the Franchisor with timely reports and other relevant information regarding such market research. In connection with any such test marketing, Franchisee shall purchase a reasonable quantity of the tested products and effectively promote and make a reasonable effort to sell such products.

8.18 Prohibited Non-Clinical Service Fee

In the event Franchisee performs any non-clinical services that Franchisor has not prescribed, approved or authorized, Franchisee shall, upon notice from Franchisor: (i) cease and desist offering or performing such services and (ii) pay to Franchisor, on demand, a prohibited service fee equal to Five Hundred Dollars ($500.00) per day for each day such unauthorized or unapproved service is provided by Franchisee. The prohibited service fee shall be in addition to all other remedies available to Franchisor under this Agreement or at law.

8.19 Non-Compliance Fee

In the event that Franchisee breaches any provision of this Agreement, the Confidential Operations Manual, or any other agreement between Franchisor Franchisee and Franchisor or its Affiliates, and upon notice from Franchisor, Franchisee shall pay to Franchisor, on demand, a non-compliance fee equal to One Thousand Dollars ($1,000). If the violation is not corrected within thirty (30) days of Franchisor's notice, and upon subsequent notice of continued non-compliance from Franchisor, Franchisee shall pay to Franchisor, on demand, an additional non-compliance fee equal to Three Thousand Dollars ($3,000). Franchisee shall not be obligated to pay Franchisor any fee under this provision where Franchisee previously has paid a Prohibited Service Fee under Section 8.18 for the same violation. The Non-Compliance Fee shall be in addition to all other remedies available to Franchisor under this Agreement or at law.

8.20 Information Security

Franchisee shall implement all administrative, physical, and technical safeguards necessary to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, biometric or health data, government-issued identification numbers, and credit report information ("**Personal Information**") in accordance with applicable law and industry best practices. It is entirely your responsibility (even if we provide you any assistance or guidance in that regard) to confirm that the safeguards you use to protect Personal Information comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 1936 ("**HIPAA**") all applicable laws and industry best practices related to the collection, access, use, storage, disposal, and disclosure of Personal Information. If you become aware of a suspected breach or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately and specify the extent to which Personal Information was compromised or disclosed. Franchisee shall exert Franchisee's best efforts to protect its customers against a cyber-event, including, without limitation, a data breach or other identity theft or theft of personal information (collectively, a "**Cyber Event**"). If a Cyber Event occurs, regardless of whether the Cyber Event affects only the Franchised Business, Franchisor reserves the right, but shall not have any obligation, to perform and/or control and/or cause its third-party consultants to perform and/or control all aspects of the response to the Cyber Event including, without limitation, the investigation, containment and resolution of the Cyber Event and all communications within the One Endo franchise system and with vendors and suppliers, Governmental Authorities and the general public. Franchisor's control of the response to a Cyber Event may potentially affect or interrupt operations of the Franchised Business but shall not create any liability for Franchisor or additional rights for Franchisee, entitle Franchisee to damages or relieve Franchisee of Franchisee's indemnification obligations under this Agreement. Franchisee shall reimburse Franchisor for all of Franchisor's out-of-pocket costs and expenses incurred in responding to and remedying any Cyber Event caused solely by Franchisee or the Franchised Business. Franchisee shall at all times be compliant with (i) the NACHA ACH Security Framework; (ii) the Payment Rules; (iii) Applicable Law regarding data privacy, data security and security breaches; and (iv) Franchisor's security policies and guidelines, all as may be adopted and/or amended from time to time (collectively, "**Data Security**

Safeguards"). Franchisee shall obtain advice from Franchisee's own legal and security consultants to ensure that Franchisee operates the Franchised Business at all times in full compliance with the Data Security Safeguards.

8.21 Music and Music Selection. Franchisee shall play only the music and music selections approved by Franchisor as set forth in the Confidential Operations Manual or otherwise in writing. Franchisee shall install the equipment necessary to receive and play all approved music.

8.22 Innovations

All ideas, concepts, techniques, or materials relating to a Franchised Business, whether or not protectable intellectual property and whether created by or for Franchisee or Franchisee's Owners or employees, must be promptly disclosed to Franchisor and will be deemed to be Franchisor's sole and exclusive property, part of the System, and works made-for-hire for Franchisor. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, by this Section 8.22 Franchisee assigns ownership of that item, and all related rights to that item, to Franchisor and agrees to sign, and cause Franchisee's employees and other agents to sign, whatever assignment or other documents Franchisor requests to evidence Franchisor's ownership or to help Franchisor obtain intellectual property rights in the item.

ARTICLE IX
ADVERTISING AND PROMOTIONAL ACTIVITIES

9.1 Marketing Fund Contributions

Recognizing the value of marketing and the importance of the standardization of promotions and public relations programs to the furtherance of the goodwill and public image of the System and the Marks, Franchisee agrees to contribute to a system-wide proprietary marketing fund (the "**Marketing Fund**") during the term of this Agreement, and on a monthly basis payable at the same time and in the same manner as the Royalty Fee, an amount Franchisor determines that will be a minimum of One Thousand Dollars ($1,000). Franchisor may change the amount that is owed by providing Franchisee a minimum of thirty (30) days written notice, but in no event shall Franchisor increase the Marketing Fund to an amount greater than One Thousand Five Hundred Dollars ($1,500). At your request, we will make available to you an annual unaudited financial statement of the Marketing Fund.

9.2 Local Advertising

Franchisor reserves the right to require Franchisee to do local advertising and marketing. If Franchisor exercises this right, Franchisee would be required to spend up to One Thousand Five Hundred ($1,500) each month on local advertising and marketing. Franchisee's advertising should be tailored to its specific Territory. This local advertising obligation is in addition to the Marketing Fund contributions Franchisee must pay to Franchisor. At our request or, at the very least, each quarter, you shall provide invoices or supporting documentation to us to substantiate your compliance with this local advertising requirement. Franchisee must not solicit business through the use of an 800 (or other toll-free) number, direct mail, internet advertising or other advertising method without Franchisor's prior written consent.

9.3 Cooperative Marketing Programs.

Franchisor may, from time to time may, upon 90 days' notice to Franchisee, establish programs for co-operative marketing ("**Cooperative Marketing Programs**") to coordinate marketing efforts and programs, to serve as a conduit for the collection and expenditure of the contributed funds and to maximize the efficient use of local and/or regional marketing media. If Franchisor creates a Cooperative Marketing Program for the a marketing coverage area (an "**Marketing Coverage Area**") in which the One Endo

Practice is located, Franchisee (and, if Franchisor or an Affiliate of Franchisor owns a One Endo Practice in the Marketing Coverage Area, then Franchisor or such Affiliate of Franchisor), will become a subscriber and member of the Cooperative Marketing Program and will participate in the Cooperative Marketing Program in the manner prescribed by Franchisor. The size and content of a Marketing Coverage Area, if established by Franchisor, is binding upon Franchisee, and all other similarly situated One Endo franchisees and Franchisor or an Affiliate of Franchisor, if it operates One Endo Practices in the Marketing Coverage Area. Each participating One Endo franchisee, as well as Franchisor (or its Affiliate), if applicable, will be entitled to one vote for each One Endo Practice located within the Marketing Coverage Area as may reasonably be determined by Franchisor, but in no event may any One Endo franchisee and/or its Affiliates have more than 25% of the vote, regardless of the number of One Endo Practices owned.

(a) Franchisee and all other members of the Marketing Coverage Area whose Franchise Agreements require their participation in the Cooperative Marketing Program, must contribute to the Cooperative Marketing Program the amounts that are determined by Franchisor and 50% or more of the participating One Endo Practices in the Cooperative Marketing Program (not to exceed $500 of the Gross Sales of each participating One Endo Practice located in the Marketing Coverage Area). Franchisee's contribution to the Cooperative Marketing Program will be credited towards the satisfaction of the Local Marketing Expenditure required by Section 9.2.

(b) If Franchisor creates a Cooperative Marketing Program for a Marketing Coverage Area, Franchisor will administer the Cooperative Marketing Program and will determine the policies of the Cooperative Marketing Program and the usage of the available funds for media time, production of media materials, radio, television, newspapers or for any other type of advertising or marketing use. Franchisor reserves the right to establish general standards concerning the operation of the Cooperative Marketing Program, advertising agencies retained by the Cooperative Marketing Program, and marketing conducted by the Cooperative Marketing Program. Any disputes (other than pricing) arising among or between Franchisee, other One Endo franchisees, and/or the Cooperative Marketing Program shall be resolved by Franchisor, whose decision shall be final and binding on all Parties.

9.4 Franchisor Must Approve Advertising Materials

Franchisee must submit to Franchisor, for its approval, all materials to be used for local advertising, unless they have been approved before or they consist only of materials Franchisor provided. All materials containing the Marks must include the designation trademark ™, registered trademark ®, service mark ^{SM}, copyright ©, as applicable, or any other designation Franchisor specifies. If Franchisee does not receive written or oral disapproval of any materials submitted within 15 days from the date Franchisor receives the materials, the materials are disapproved. Any materials submitted to Franchisor for its approval will become Franchisor's property, and there will be no restriction on Franchisor's use of such materials. Franchisor may require Franchisee to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved. Franchisor must make this requirement in writing, and Franchisee has five (5) days after receipt of Franchisor's notice to withdraw and/or discontinue use of the materials or advertising. Franchisee's submission of advertising for approval does not affect his/her right to determine the prices at which Franchisee sells his/her services or products. Franchisee must include in any significant display advertisements, and in marketing materials for the Franchised Business, in conformance with standards in the Confidential Operations Manual, a notice that the Franchised Business is individually owned and operated. Subject to any legal restrictions, Franchisee also must display or make available, in the reception area of the Franchised Business, marketing materials that Franchisor provides to Franchisee about the purchase of One Endo franchises, but Franchisee has no responsibility or authority to act for Franchisor in franchise sales.

9.5 Website

Franchisee shall not maintain a World Wide Website or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the Franchised Business without Franchisor's prior written approval, which Franchisor may withhold for any reason or no reason. Franchisee agrees to submit to Franchisor for approval before use, true and correct printouts of all Website pages Franchisee proposes to use in his/her Website in connection with the Franchised Business. Franchisee understands and agrees that Franchisor's right of approval of all such Web materials is necessitated by the fact that such Web materials will include and be inextricably linked with Franchisor's Marks. Franchisee may only use materials which Franchisor has approved. If Franchisor grants approval for a Website, Website shall conform to all of Franchisor's Website requirements, whether stated in the Confidential Operations Manual or otherwise. Franchisee shall provide all hyperlinks or other links that Franchisor requires. If Franchisor grants approval for a Website, Franchisee may not use any of the Marks at the site except as Franchisor expressly permits. Franchisee may not post any of Franchisor's proprietary, confidential or copyrighted material or information on his/her Website without Franchisor's prior written consent. If Franchisee wishes to modify the approved site, all proposed modifications must also receive Franchisor's prior written approval. Franchisee explicitly understands that he/she may not post on his/her Website any material which any third party has any direct or indirect ownership interest in (including, without limitation, video clips, photographs, sound bites, copyrighted text, trademarks or service marks, or any other text or image which any third party may claim intellectual property ownership interests in). Franchisee agrees to list on his/her Website any Website maintained by Franchisor, and any other information Franchisor requires in the manner Franchisor dictates. Franchisee agrees to obtain Franchisor's prior written approval for any internet domain name and/or home page address.

9.6 Social Media

Franchisee shall comply with any Social Media policy that is instituted by the Franchisor, whether incorporated into the Manual as an addendum or otherwise communicated from Franchisor in writing at any time. Franchisor has absolute discretion to grant Franchisee the right to maintain, or may require Franchisee to maintain, or may prohibit the franchisee from maintaining an independent social media presence for the Franchised Business through websites such as Facebook, Twitter, Instagram, TikTok, Foursquare, and the like. Any such account shall be the exclusive property of Franchisor. If granted the right to operate such an account, Franchisee must grant Franchisor permanent access to all such social media accounts, including the right to edit, post, delete, and revise content. Franchisee shall provide and update a list of all passwords necessary for such access to Franchisor. Unless otherwise stated in a social media policy, all Franchisee content on such social media websites shall constitute local marketing materials for purposes of Section 9.2 above.

9.7 Participation in Promotions

Franchisor may, at its discretion, institute promotional programs to include franchised locations. Franchisee is required and agrees to participate in any promotional program instituted by the Franchisor, at Franchisor's sole discretion. Such promotional programs may be regional, national, or international, and Franchisee is required to participate as directed by Franchisor. Franchisee may be required to purchase materials, provide free products to guests, or to otherwise incur expenses as part of a promotional program or programs, and Franchisee shall bear these costs. Franchisor shall have full discretion to initiate, continue, modify, or cancel any promotional program at any time.

ARTICLE X
REPORTS TO FRANCHISOR

10.1 Books and Records

Franchisee shall use the accountant that Franchisor designates to keep full, complete and accurate books and accounts in accordance with generally accepted accounting principles and in accordance with the System. Franchisor requires that Franchisee maintain its records based on accounting Periods as defined in the Confidential Operations Manual. Currently, Franchisor operates on twelve (12) periods in the year coinciding with calendar months (“**Period”)** and Franchisee shall:

(a) Submit to Franchisor within ten (10) days after the end of each Period, a Period profit and loss report for the Franchised Business for such Period;

(b) Submit to Franchisor within sixty (60) days after the close of each fiscal year an annual profit and loss statement for the Franchised Business for such year and a balance sheet for the Franchised Business as of the end of such year, reviewed by an independent certified public accountant. Franchisor may randomly select a franchisee or franchisees who will be required to have an audited financial statement prepared by a certified public accountant selected by the franchisee, but who shall be acceptable to Franchisor, which opinion may be qualified only to the extent reasonably acceptable to the Franchisor;

(c) Submit to Franchisor within fourteen (14) days of filing, a copy of all of Franchisee’s Federal, State and Local tax returns of any kind or nature; and a certificate from said accountant that all Social Security payments, taxes and fees required to be paid by Franchisee have been paid and that there is no reason to believe that Franchisee’s corporate status, if Franchisee is a corporation, limited liability company or other entity, has been impaired; and

(d) Submit to Franchisor such other periodic forms and reports as may be reasonably prescribed by Franchisor.

10.2 Maintenance of Accounting Records

Franchisee shall preserve for a period of not less than three (3) years all accounting records and supporting documents relating to the Franchisee’s business under this Agreement.

10.3 Practice Management System

In order to develop and maintain high uniform standards of quality and service and to protect the reputation and goodwill of Franchisor, Franchisee shall only use a point of management system of a specific type designated by Franchisor.

Franchisee shall maintain an internet connection of adequate connectivity, speed, and capacity to permit Franchisee’s access and use of the point of management system and shall allow Franchisor access to such computerized point of management system at such times as Franchisor may request in order to provide additional support or guidance at the request of Franchisee.

10.4 Audit

In order to determine whether Franchisee is complying with this Agreement, the Franchisor or its designated agents shall have the right, at any time during reasonable business hours, to examine at its expense the books, records, cash control devices, income tax returns, bank statements, sales records of the Franchised Business, and the books and records of any corporation, limited liability company or partnership which owns the franchise. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee. The foregoing remedies shall be in addition to any other remedies Franchisor may have hereunder or under Applicable Law.

ARTICLE XI
CONFIDENTIALITY

11.1 Loan of Confidential Operations Manual

Franchisor will loan to Franchisee, during the Initial Term or any Renewal Term, a copy of the Confidential Operations Manual.

11.2 Franchisee's Acknowledgments

Franchisee acknowledges and agrees that:

(a) The Confidential Operations Manual is the exclusive property of Franchisor;

(b) The Confidential Operations Manual contains Confidential Information which Franchisee will protect as a trade secret, and that its loss will cause substantial damage to Franchisor and other franchisees, although the amount of such loss would be incalculable with any degree of accuracy;

(c) Franchisee shall not reprint or reproduce any portion of the Confidential Operations Manual for any reason whatsoever;

(d) Franchisee shall pay Franchisor a fee of Five Hundred Dollars ($500.00) if the Confidential Operations Manual is lost, misplaced or stolen; and

(e) Upon termination, expiration, or transfer of this Agreement, Franchisee shall immediately return the Confidential Operations Manual, including all paper and electronic copies to Franchisor.

11.3 Modifications to Confidential Operations Manual

Franchisor may revise the Confidential Operations Manual, from time to time, in exercise of its judgment however Franchisor believes is appropriate in a given circumstance without limitation, subject to the use of that discretion in any reasonable way.

11.4 Incorporation of Confidential Operations Manual

From the date of execution of this Agreement by Franchisor, the specifications, standards and operating procedures prescribed by Franchisor and communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully described herein. All references herein to this Agreement shall include the provisions of the Confidential Operations Manual and all such mandatory specifications standards and operating procedures.

11.5 Receipt of Confidential Information

Franchisee acknowledges that prior to or during the term, Franchisor may disclose in confidence, either orally or in writing, certain trade secrets, know-how, and other confidential information relating to the System, Franchisor's business, Franchisor's vendor relationships, or the construction, management, operation, or promotion of the Franchised Business (collectively, "**Confidential Information**"), including (i) site selection criteria and methodologies; (ii) methods, formats, systems, processes, System Standards, sales and marketing techniques, knowledge and experience used in developing and operating One Endo franchises, including information in the Confidential Operations Manual; (iii) marketing research and promotional, marketing, advertising, public relations, customer and patient relationship management and other brand-related materials and programs for Franchised Businesses; (iv) knowledge of specifications for

and suppliers of, and methods of ordering, certain items that Franchised Businesses use and/or sell; (v) knowledge of the operating results and financial performance of other franchises; (vi) patient communication and retention programs, along with data used or generated in connection with those programs; and (vii) any other information Franchisor reasonably designates from time to time as confidential or proprietary. "Confidential Information" does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of Franchisee, (ii) information disclosed to Franchisee by a third party having legitimate and unrestricted possession of such information, or (iii) information that Franchisee can demonstrate by clear and convincing evidence was within Franchisee's legitimate and unrestricted possession when the Parties began discussing the sale of the franchise.

11.6 Non-Disclosure of Confidential Information

Franchisor and its Affiliates own all right, title, and interest in and to the Confidential Information. Franchisee will not, nor will Franchisee permit any person to, use or disclose any Confidential Information (including without limitation all or any portion of the Confidential Operations Manual) to any other person, except to the extent necessary for Franchisee's professional advisors and Franchisee's supervisorial or managerial personnel to perform their functions in the operation of the Franchised Business. Franchisee acknowledges that the unauthorized use of the Confidential Information in any other business would constitute an unfair method of competition with Franchisor and Franchisor's franchisees. Franchisee will be liable to Franchisor for any unauthorized use or disclosure of Confidential Information by any employee or other person to whom Franchisee discloses Confidential Information. The foregoing is not consent to disclose Confidential Information to any person unless disclosure is reasonably necessary for the performance of their job. Franchisee shall take reasonable precautions to protect the Confidential Information from unauthorized use or disclosure and will implement any systems, procedures, or training programs that we require. Franchisee will require anyone who may have access to the Confidential Information to execute non-disclosure agreements in a form satisfactory to Franchisor that identifies Franchisor as a third-party beneficiary of such covenants with the independent right to enforce the agreement.

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under a Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to an attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

ARTICLE XII
INSURANCE

12.1 Insurance Coverages

Franchisee shall maintain at its sole cost and expense, with an insurer rated "A+" as set forth in the most recent edition of A.M. Best and Company, Inc.'s Directory who is authorized to do business in the state in which the Franchisee's Franchised Business is located, and to keep in full force and effect during the initial term and any renewal term of this Agreement, insurance coverage on an "occurrence basis" naming Franchisor, its affiliates, partners, officers, directors, shareholders employees, and any designated primary and secondary lessor as co-insureds (such insurance policies hereinafter referred to collectively as "**Insurance**") as follows:

(a) Comprehensive general liability insurance and product liability insurance with limits of One Million Dollars ($1,000,000.00) combined single limit coverage and Two Million Dollars ($2,000,000.00) general aggregate including broad form contractual liability and personal and advertising injury coverage (employee and contractual inclusion deleted), provided that the required amounts may be modified periodically by us to reflect inflation or future experience with claims;

(b) "All Risks" coverage for the full cost of replacement of the Franchised Business premises and all other property in which the Franchisor may have an interest, with a replacement cost clause attached, agreed amount endorsement equal to one hundred (100%) percent of the value of the property;

(c) Employer's Liability insurance with One Million Dollars ($1,000,000.00) combined single limit coverage;

(d) Workers' Compensation insurance in compliance with local laws and regulations;

(e) Loss of income insurance in sufficient amounts but not less than One Hundred Thousand Dollars ($100,000.00). Franchisor shall be named as an additional insured and loss payee in an amount equal to the minimum royalty payments that would have been paid for the preceding twelve (12) month period, or prorated for such shorter period (if the Franchised Business has not been in operation for twelve (12) months), and shall expressly provide that any interest of same therein shall not be affected by any breach of Franchisee of any policy provisions for which such certificates evidence coverage; and

(f) Data breach and Cyber Risk coverage (minimum coverage of One Million Dollars ($1,000,000.00));

(g) Individual and employee disability insurance (minimum coverage of Two Million Dollars ($2,000,000.00));

(h) Individual and dental practice malpractice insurance (not less than One Million Dollars ($1,000,000.00) each occurrence and Three Million Dollars ($3,000,000.00) general aggregate);

(i) Employment practices liability insurance with a minimum coverage of One Hundred Thousand Dollars ($100,000.00), with a co-defendant endorsement in favor of Franchisor;

(j) Loan repayment insurance in a sufficient amount (at least One Hundred Thousand Dollars ($100,000.00)) to cover rents and other fees due to Landlord under the lease or payments to lenders during any period of business interruption or inability to operate the Franchised Business or any greater amounts of insurance as required by the Lease for the Franchised Location;

(k) Any other insurance coverage as required by the State, Federal or local municipality in which the Franchised Business is located, as required by Franchisor, or as required by the terms of any lease for the Franchised Business premises;

(l) Franchisee may, with the prior written consent of Franchisor, elect to have reasonable deductibles in connection with the coverage required under Section 12.1(a) and Section 12.1(b);

(m) Commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages (comprehensive general liability, loss of income, products liability and employer's liability) to not less than Five Million Dollars ($5,000,000.00) total limit liability. This umbrella liability will provide at a minimum those coverages and endorsements required in the underlying policies.

12.2 Additional Provisions

The insurance shall cover the acts or omissions of each and every one of the persons who perform services of whatever nature at the Franchised Business, and shall protect against all acts of any persons who patronize the Franchised Business and shall contain a waiver of subrogation against Franchisor.

12.3 Certificates of Insurance

Prior to opening the Franchised Business, Franchisee shall deliver to Franchisor certificates of the Insurance, together with the copies of the actual policies issued including amendments and endorsements, and shall promptly pay all premiums thereon as and when the same become due. All policies shall provide that they are non-cancelable as to Franchisor in the absence of thirty (30) days' written notice to Franchisor. Franchisor shall have the right, but shall not be obligated, to pay premiums due and unpaid by Franchisee or else to obtain substitute coverage in the case of cancellation. Any cost thereof to Franchisor shall be added to the Royalty Fees otherwise payable to Franchisor under this Agreement, provided, however, that same shall be due and payable to Franchisor by the Franchisee within five (5) days of demand therefor.

12.4 Changes in Insurance Coverages

Franchisor reserves the right to demand that Franchisee obtain Insurance from time to time which is different in coverage, risks, amount or otherwise from the foregoing in order to protect fully the Parties having insurable interests in the Franchised Business.

12.5 Notification of Claim

Franchisee shall immediately notify Franchisor, in writing, of any accidents, injury, occurrence or claim that might give rise to a liability or claim against Franchisor or its Affiliates which could materially affect the Franchise Business, and such notice shall be provided no later than the date upon which Franchisee notifies his/her insurance carrier.

12.6 Franchisor May Purchase Insurance

Should Franchisee, for any reason, fail to maintain the insurance required by this Agreement, as the requirements may be revised from time to time by Franchisor in the Confidential Operations Manual or otherwise in writing, Franchisor shall have the right and authority (but not the obligation) to immediately procure the insurance and to charge the same to Franchisee plus a two thousand five hundred dollar ($2,500) fee to defray Franchisor's administrative time and costs. Insurance reimbursement (including the $2,500 fee) shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Franchisor may have. In addition, interest shall begin to accrue upon the fifth day after demand if the Franchisee has not reimbursed Franchisor.

ARTICLE XIII
RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

13.1 Independent Contractor

The relationship between Franchisor and Franchisee is strictly that of a franchisor and franchisee, and Franchisee shall be deemed to be an independent contractor. This Agreement creates no fiduciary relationship between Franchisor and Franchisee, joint venture, partnership, limited partnership or agency relationship between Franchisor and Franchisee. No other facts or relations exist that would create any such relationship between them. Neither party has the right or authority to assume or create any obligation of or responsibly on behalf of the other party except as expressly stated in this Agreement.

13.2 Franchisee Has Full Responsibility

Franchisee recognizes that Franchisor has entered into this Agreement in reliance upon and in recognition of the fact that Franchisee will have full responsibility for the management and operation of the business and that the amount of profit or loss resulting from the operation of the business will be directly and solely attributable to the performance of Franchisee.

13.3 Franchisee's Independent Exercise of Clinical Judgment

Franchisee recognizes that Franchisor has entered into this Agreement in reliance upon and in recognition of the fact that Franchisee will have full independence and responsibility for the clinical judgment he/she/it will exercise in the management and operation of the business. Franchisee acknowledges and agrees that he/she/it will solely be responsible for making clinical judgments regarding patient care, and any consequences of that exercise of clinical judgment will be directly and solely attributable to the performance of Franchisee.

13.4 No Rights in the System, Marks, Etc.

Except as expressly granted herein, Franchisee recognizes that nothing contained in this Agreement shall be construed as giving to Franchisee or to any other person or entity any right or interest in the Franchisor's names, Marks, trade secrets, methods, procedures or techniques developed by Franchisor and used in the System. Further, except as specifically stated in Article I hereof, nothing contained herein shall be construed as limiting Franchisor's right, title or interest in the "**One Endo**" name, Marks, trade secrets, methods, procedures and techniques which are a part of the System or Franchisor's sole and exclusive right to register trade secrets, methods, procedures and techniques.

13.5 Identification of Independent Ownership

In all public records and prominently displayed at the Franchised Business and in Franchisee's relationship with third parties, including but not limited to, employees and vendors, as well as on letterheads and business forms, Franchisee shall indicate clearly the independent ownership of the Franchised Business, and that the operations of same are separate and distinct from the operation of Franchisor's business. Franchisor shall have the absolute right to approve and/or supply any sign displays containing the foregoing.

13.6 Taxes

Franchisor shall have no liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon Franchisee, the Franchised Business or its assets, or upon Franchisor in connection with sales made, services performed, or business conducted by Franchisee, except for any taxes Franchisor is required by Applicable Law to collect from Franchisee with respect to purchases from Franchisor or for Franchisor's own income tax liability.

13.7 Indemnification by Franchisee

Franchisee shall indemnify the Franchisor and its Affiliates, against, and to reimburse them for, any loss, liability, taxes or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any legal proceeding in which any of them is named or joined as a party (including, without limitation, reasonable accountants', attorneys' and expert fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) which any of them may incur by reason of, arising from or in connection with Franchisee's ownership or operation of the Franchised Business, which is due to Franchisee's negligence, breach of contract or other civil wrongs, unless such loss, liability or damage is solely due to the negligence of the Franchisor (or any of its Affiliates in producing, handling or storing the proprietary products sold to Franchisee (provided

Franchisor shall have established that Franchisee inspected such proprietary products in accordance with the procedures stated in the Confidential Operations Manual and could not have reasonably discovered the adulteration or other defect in such proprietary products which was the case of such loss, liability or damage). Franchisee acknowledges and agrees that any action or inaction by any third party in connection with handling or storing equipment or products used in the operation of the Franchised Business will not be attributable to or constitute negligence of the Franchisor.

ARTICLE XIV
COVENANTS NOT TO COMPETE

14.1 In-Term Covenants

Franchisee and each Owner covenants that during the Term, except as otherwise approved in writing by Franchisor, Franchisee and each Owner shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, or legal Entity: (i) divert or attempt to divert any present or prospective One Endo customer to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or (ii) own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business, provided, however, the restrictions stated in this Section 14.1 shall not apply to any Owner after two (2) years from the date the Owner ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee.

14.2 Failure to Comply

In the event Franchisee fails or refuses to comply with the in-term covenant of this Article, even if such failure or refusal is based upon a claim that the laws of any particular jurisdiction excuse such non-compliance or make the provision of said paragraph unenforceable in whole or in part, and provided that the jurisdiction in which the Franchised Business is located permits, Franchisee hereby separately covenants and agrees that while this Agreement is in effect and for two (2) years after its termination, except where termination occurs due to the fault or action of Franchisor and not due to Default of Franchisee, Franchisor shall be entitled to equitable relief and to recover monetary damages from Franchisee to maximum extent permitted by Applicable Law. The covenants of this Article shall survive the termination or expiration of this Agreement.

14.3 Confidential Information

Franchisee shall not, during the Initial Term or any Renewal Term or upon termination, expiration or nonrenewal, divulge to any other person or entity any information or knowledge concerning the methods of operation used in a Franchised Business nor shall Franchisee disclose or divulge any trade secrets of Franchisor or its Affiliates.

14.4 Unenforceability of Covenants

The Parties agree that the covenants in Sections 14.2 and 14.3 and this Section 14.4 are reasonable and independent of any other covenant in this Agreement. If a court having jurisdiction holds that a covenant in this Article is invalid or unenforceable in any unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed with the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated and made a part of this Article.

14.5 Injunctive Relief

Franchisee acknowledges that the foregoing restrictions are reasonable, are not vague or indefinite, and are designed to protect the legitimate business interests of Franchisor, and that in the event of a breach of the covenants contained in this Article XIV, the damage to Franchisor would be difficult to ascertain, and in addition to the liquidated damages payable to Franchisor as hereinafter provided for the breach of any or all of said covenants, Franchisor shall be entitled to seek injunctive and/or other equitable relief against the violation of any said covenants, together with reasonable attorneys' fees and costs without the requirement of posting a bond.

14.6 Enforceability

Covenants contained in this Article shall be construed as severable and independent and shall be interpreted and applied consistent with the requirements of reasonableness and equity. Any judicial reformation of these covenants consistent with this interpretation shall be enforceable as though contained herein and shall not affect any other provisions or terms of this Agreement.

ARTICLE XV
MODIFICATION OF THE SYSTEM

Franchisee understands and agrees that the System must not remain static if it is to meet, without limitation, presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends, other marketplace variables and the needs of customers, and to best serve the interests of Franchisor, its franchisees and Franchisee. Accordingly, Franchisee acknowledges and agrees that Franchisor may from time to time change the components of the System including but not limited to altering the products, equipment, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, changing those programs and services which the Franchised Business is authorized to offer; modifying the building, premises, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which Franchisee is required to observe hereunder; and changing the Marks. Subject to the other provisions of this Agreement, Franchisee must abide by any such changes.

Franchisor will not be liable to Franchisee for any expenses, losses or damages incurred by Franchisee as a result of any of the modifications contemplated hereby. Franchisee shall not to commence or join in any litigation or other proceeding against Franchisor or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. Finally, Franchisee waives any claims for breach of contract, breach of fiduciary duty, fraud, or negligence.

ARTICLE XVI
FRANCHISEE

The term "Franchisee" includes not only the entity defined as "Franchisee" in the introductory paragraph, but also includes owners of Franchisee owning more than a twenty 20%percent interest in the entity that executes this Agreement. By their signatures hereto, all partners, shareholders, officers, directors, members and managers of the entity that signs this Agreement as Franchisee acknowledges and accepts the duties and obligations imposed upon each of them, individually, by the terms of this Agreement. In this Agreement, the singular usage includes the plural.

ARTICLE XVII
TERMINATION

17.1 Events of Default

Franchisor may terminate this Agreement upon the occurrence of any of the following events of Default:

(a) If Franchisee fails to timely pay any fees and billings due Franchisor or its Affiliates;

(b) If Franchisee fails to comply with the reporting or record keeping requirements of this Agreement;

(c) If Franchisee knowingly makes a false or misleading statement of a material fact, or failure to disclose or the understatement of any material fact in any report furnished to the Franchisor pursuant to this Agreement or the Confidential Operations Manual;

(d) A breach by Franchisee of any provision of this Agreement, any provision of the Confidential Operations Manual, or any other agreement between Franchisor or its Affiliates and Franchisee;

(e) Franchisee's engaging in any conduct or practice that, in the sole discretion of Franchisor, is detrimental to the name, goodwill or reputation of Franchisor or other One Endo franchisees;

(f) Franchisee's engaging in any conduct or practice that is a fraud upon consumers or any insurer (including Medicare or Medicaid), or is an unfair, unethical, or deceptive trade, act or practice under Applicable Law;

(g) Any pledge or attempted pledge of Franchisor's credit by Franchisee, or an attempt by Franchisee to bind Franchisor to any unauthorized obligation;

(h) If Franchisee does not fully participate in any advertising, promotional, or marketing activities, services, and programs that are established by Franchisor or the Marketing Fund;

(i) Unauthorized use by Franchisee or its owners of the Marks;

(j) Unauthorized disclosure by Franchisee or its owners of the Confidential Operations Manual;

(k) Failure to use services to the exclusion of those of any competitors and the failure to perform the required non-clinical services , including but not limited to the forwarding of copies of all health or sanitation or other reports to Franchisor immediately upon receipt thereof;

(l) Failure to Open the Franchised Business within the time specified in this Agreement;

(m) Except as otherwise provided herein, failure by Franchisee to purchase its entire requirement of any of the items from sources of supply designated by Franchisor and to sell or provide the same using best efforts; or

(n) Failure to correct any local, state or municipal health or sanitation law or code violation within 24 hours after being cited for such violation, except if Franchisee cannot effect a cure within said time frame, but has, in good faith, initiated a cure of such violations.

17.2 Notice of Termination

To terminate Franchisee for Default of this Agreement pursuant to Section 17.1, Franchisor shall first provide Franchisee with written notice of termination. The notice will identify the Default and the Termination Date if the Default is not cured within the notice period. This Agreement will terminate on the Termination Date, which shall not be less than 30 days from the posted day of the notice (or such longer period as provided by Applicable Law), unless:

(a) Franchisee cures the Default during the notice period;

(b) Franchisee has in good faith, initiated a cure of the Default within the notice period, and such Default or reason cannot be cured during the notice period because of factors beyond the exclusive control of Franchisee, in which event Franchisor, by notice, shall permit Franchisee a reasonable opportunity to effect a complete cure; or

(c) Despite any language in Sections 17.2(a) and (b) to the contrary, this Agreement will automatically terminate if the Default has been stated in 2 prior notices of termination within any prior 12-month period, or if 2 or more safety code violations have been committed within any prior 12-month period.

17.3 Immediate Termination

Franchisee shall be deemed to be in Default and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the Default, effective immediately upon receipt of notice by Franchisor upon the occurrence of any of the following events:

(a) Any action by Franchisee or Franchisee's owners, which results in:

(i) An affirmative act of insolvency;

(i) Insolvency;

(ii) An assignment for the benefit of creditors;

(iii) The filing of a petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to, debtors, except with respect to any relief permitted under the Federal Bankruptcy Code; or

(iv) Violation of the Anti-Terrorism Laws

(b) The filing of any involuntary petition under any bankruptcy statute against Franchisee, any of its partners, stockholders owning at least 25% of any class of stock, or any of its members owning at least 25% of any class of membership interests, or the appointment of any receiver or trustee to take possession of property of Franchisee, any of its partners, or any of its stockholders owning 25% of any class of stock of Franchisee, or any of its members owning at least 25% of any class of membership interests;

(c) Failure by Franchisee to satisfy fully a civil judgment obtained against Franchisee for a period of more than 30 days after all rights of appeal have been exhausted, or execution of such a judgment, execution of a lien, or foreclosure by a secured party or mortgage against Franchisee's property, which judgment, execution of a lien, or foreclosure by a secured party or mortgage would have an adverse or detrimental effect upon Franchisee's franchised operation;

(d) Conviction or plea of nolo contendre of any partner of Franchisee, or any officer, director, stockholder or member owning at least 25% of any class of equity interest of Franchisee, or the manager of Franchisee's franchise, of any crime of moral turpitude which in the opinion of Franchisor would adversely affect the name, goodwill or reputation of Franchisor, its franchisees, the System or the Franchised Business;

(e) The uncured Default under any lease of the Franchised Location which could possibly result in the termination of the lease for any reason whatsoever;

(f) A final judgment or the unappealed decision of a court that results in the temporary or permanent suspensions or revocation of any required permits or licenses under Applicable Law;

(g) A purported assignment, transfer, sale or encumbrance by Franchisee of this Agreement or franchise or any of its rights or privileges contrary to this Agreement, or any attempt by Franchisee to sell, assign, transfer or encumber the Franchised Business contrary to the terms of this Agreement;

(h) Failure by Franchisee to remain open for business as required by this Agreement or as may be required by the Confidential Operations Manual, as may be limited by local law or the landlord, or the voluntary abandonment of the Franchised Business for 3 or more consecutive days in the same month; or

(i) Dissolution, judicial or otherwise, or liquidation of Franchisee.

17.4. Cross-Defaults, Non-Exclusive Remedies.

A Default by Franchisee under this Agreement may be regarded as a Default under any other agreement between Franchisor or any of its Affiliates and Franchisee. Any Default under any other agreement. Franchisor and its Affiliates are entitled to all remedies available to them by Applicable Law. No right or remedy which Franchisor may have is exclusive of any other right or remedy provided under Applicable Law .

17.5 Other Remedies

Franchisor may, at its sole election and upon delivery of written notice to Franchisee, take each of the following actions without terminating this Agreement:

(a) temporarily or permanently reduce the size of the Protected or temporarily or permanently suspend your protected rights within the Protected Territory; and

(b) suspend or terminate any temporary or permanent fee reductions to which Franchisor and Franchisee might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise).

17.6 Description of Default

The description of any Default in any notice of Default will in no way preclude Franchisor from specifying additional Defaults under this Agreement or any related agreements in any lawsuit relating to this Agreement.

17.7 Exercise of Other Remedies

Franchisor's exercise of its rights under Section 17.5. (Other Remedies) will not (a) be a defense for Franchisee to Franchisor's enforcement of any other provision of this Agreement or waive or release Franchisee from any of Franchisee's other obligations under this Agreement, (b) constitute an actual or constructive termination of this Agreement, or (c) be Franchisor's sole or exclusive remedy for Franchisee's Default. Franchisee must continue to pay all fees and otherwise comply with all of Franchisee's obligations under this Agreement following Franchisor's exercise of any of these rights. If Franchisor exercises any of Franchisor's rights under Section 17.5, Franchisor may thereafter terminate this Agreement without providing Franchisee any additional corrective or cure period, unless the Default giving rise to Franchisor's right to terminate this Agreement has been cured to Franchisor's reasonable satisfaction.

17.8 Continuance of Business Relations

Any continuance of business relations between Franchisee and Franchisor after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless Franchisee and Franchisor agree in writing to any such renewal, extension or continuation.

17.9 Notice Required by Applicable Law

If Applicable Law restricts Franchisor's rights to terminate this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by such Applicable Law. Franchisor will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

17.10 Franchisor's Right to Send Notifications of Termination

Before or on the expiration or termination of this Agreement, Franchisor may give notice that the Franchised Business is leaving the System and take any other action related to customers, suppliers and all other individuals or entities affected by such expiration or termination, or which require or desire an identification of our System locations.

ARTICLE XVIII
RIGHTS AND DUTIES OF THE PARTIES UPON EXPIRATION OR TERMINATION

18.1 Effective Date of Termination

For the purpose of this Agreement, the "Termination Date" shall be the date indicated in any notice of termination sent pursuant to Section 17.2 or 17.3.

18.2 Payment of Amounts Owed

Franchisee shall pay all sums of money due Franchisor or any of its Affiliates no later than 15 days of the Expiration Date, Termination Date, or Renewal Term Expiration Date, as the case may be.

18.3 Discontinue Use of Marks; Change of Corporate Name

On termination or expiration of this Agreement, Franchisee shall discontinue all use of the Marks and all similar names and marks, or any other designation or mark associated with the System. If Franchisee has used the name "One Endo" in its corporate or partnership name, Franchisee shall, no later than 15 days of the Expiration Date, Termination Date, or Renewal Term Expiration Date, as the case may be, take all necessary steps to remove "One Endo" from its corporate or partnership name, at Franchisee's sole cost and expense.

18.4 Signage

Upon termination or expiration of this Agreement, Franchisee shall cease and forever abstain from displaying and using all signs, stationery, letterheads, forms, manuals, printed matter, advertising, and other material containing the Mark, "**One Endo**" or any other confusingly similar names, marks, or designations tending to associate Franchisee with the System.

18.5 No Further Acts

Upon termination or expiration of this Agreement, Franchisee shall refrain from taking any action indicating or implying that Franchisee was a franchisee of Franchisor.

18.6 Financial Records and Reports

Franchisee shall maintain all financial records and reports required pursuant to this Agreement or the Confidential Operations Manual for a period of not less than 3 years after the Expiration Date or Termination Date. Franchisee shall permit Franchisor to make final inspection of Franchisee's financial records, books, tax returns, and other accounting records within 3 years of the Effective Date of Termination or expiration of this Agreement.

Franchisee shall transfer or make available to Franchisor all Franchised Business data (including but not limited to sales, labor, cost of goods, marketing, and all other business data) from any server or computer used in connection with the Franchised Business no later than 15 days after termination or expiration of this Agreement.

18.7 Vacate Premises

Upon termination or expiration of this Agreement, Franchisee shall obtain landlord consent and assign the lease to Franchisor, and thereafter vacate and surrender the Franchised Business premises.

18.8 Telephone Numbers and Listings

Upon termination or expiration of this Agreement, Franchisee shall cease all use of telephone numbers used by Franchisee while conducting business as a One Endo franchise and shall promptly execute such documents or take such steps necessary to remove Franchisee's listing as a One Endo franchise from the "Yellow Pages", all other telephone directories, and all other trade or other business directories.

18.9 Return of Confidential Operations Manual.

Within 15 days from the Effective Date of Termination or expiration of this Agreement, Franchisee shall immediately turn over to Franchisor all manuals, including the Confidential Operations Manual, records, files, instructions, correspondence, any and all materials relating to the operation of the Franchised Business in Franchisee's possession, and all copies of such written materials, including electronic copies (all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of any of the foregoing, except only Franchisee's copy of this Agreement and of any correspondence between the

Parties, and any other documents which the Franchisee reasonably needs for compliance with Applicable Law and the records described in § 18.6.

18.10 Franchisor's Right to Purchase

Franchisor shall have the right (but not the obligation) to be exercised by notice of intent to do so within 10 days after the termination date or expiration date of this Agreement, to purchase any or all signs, advertising material, supplies, equipment, and any items bearing the Marks at Franchisee's cost or fair market value, whichever is less. If the Parties cannot agree on fair market value within a reasonable time, an independent qualified appraiser shall be designated by each Parties and their determination shall be binding on the Parties. If these appraisers are unable to arrive at a fair market value, they will designate a third, approved appraiser whose determination shall be binding upon both parties. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee under this Agreement, and the cost of the appraisal, if any, against any payment therefor.

18.11 Rights are Cumulative

No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder.

18.12 Survival of Obligations

Nothing contained herein shall be deemed to relieve Franchisee of any obligations or responsibilities or liabilities incurred by Franchisee during the Term of this Agreement or any Renewal Term, or Franchisee's lease and which obligations, responsibilities or liabilities shall survive the termination, expiration or non-renewal of this Agreement or lease.

18.13 Liquidated Damages

If this Agreement terminates due to a Default by Franchisee, Franchisee shall pay Franchisor, within 30 days following the date of termination, liquidated damages equal to the value of the Royalty Fees Franchisee paid to Franchisor during the 12 months before the termination multiplied by the number of months remaining during the Term of this Agreement or any Renewal Term. The Parties acknowledge an agree that it would be impracticable to determine precisely the damages Franchisor would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, Franchisor might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The Parties consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

ARTICLE XIX
COMMENCEMENT AND HOURS OF OPERATIONS

Franchisee recognizes that continuous and daily availability of any of the Services to the public is essential to the adequate promotion of the Franchised Business and that any failure to provide such availability affects Franchisor both locally and nationally. Franchisee shall make at least one licensed dentist available to provide the Services to the public from at least 8:00 a.m. to 5:30 p.m., Monday through Friday ("**Regular Operating Hours**"), each week or as otherwise prescribed in the Confidential Operations Manual, or as required by any lease if different, except where prohibited or otherwise regulated by a governmental authority, including any state or local licensing authority, and shall otherwise conduct the business in accordance with generally accepted business standards. These requirements may be changed by Franchisor from time to time, and upon reasonable notice to Franchisee.

ARTICLE XX
TRANSFERABILITY OF INTEREST

20.1 No Transfer Without Franchisor's Consent

Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee, therefore neither this Agreement nor the franchise granted hereby shall be assignable or transferable by Franchisee, nor may the same be mortgaged, pledged or encumbered by Franchisee without obtaining the prior written consent of Franchisor, and any purported assignment, mortgage, pledge or encumbrance thereof, without the prior written consent of Franchisor, will be null and is void and will constitute a Default under this Agreement. The issuance or transfer of any stock (including by way of any public stock offering), membership interest or partnership interest in Franchisee, or its merger, a consolidation or dissolution, shall be deemed an assignment of this Agreement and of the franchise granted herein.

20.2 Franchisor's Designee's Right of First Refusal

In the event Franchisee, any stockholder, member or partner of a corporate, limited liability company or partnership Franchisee, or any legal heir or legatee of any deceased Franchisee, or of any deceased stockholder, member or partner of any corporate, limited liability company or partnership Franchisee, desires to effect any sale or assignment of any partnership, stock or other interest in this Agreement, or of Franchisee's rights and benefits under this Agreement, including, without limitation, the franchise granted hereby, and/or the ownership for the Franchised Business, Franchisee or such other authorized person or party shall give Franchisor or its designee written notice of all of the terms of any such bona fide offer within 15 days after receipt of such offer, including providing Franchisor or its designee with all other documents and data required prior to the Franchisor approving the sale. Franchisor's designee shall have the right of first refusal, for a period of 30 days after Franchisor's receipt of such notice, to notify of Franchisor's designee's desire to exercise such option under the same terms and conditions as the aforesaid bona fide offer. If Franchisor's designee fails to exercise such option in the time period allotted, then Franchisee shall be free to contract with the person who made such bona fide offer solely on the same terms and conditions thereof, subject to Franchisee's compliance with all of the other terms and provisions of this Agreement. In the event the terms of such bona fide offer change, then Franchisee shall be obligated to re-offer the franchise to Franchisor for the benefit of its designee for an additional thirty (30) day period.

20.3 Conditions to Transfer

In addition to all the conditions stated in Section 20.2, Franchisee agrees that any purported assignment, transfer or conveyance by Franchisee of this Agreement and the rights herein are conditioned upon strict compliance with each of the following:

(a) Any such assignment, transfer, or conveyance is subject to the approval by Franchisor of such assignee and of the moral and credit background of such assignee and any and all stockholders or partners thereof, which approval shall not be unreasonably withheld;

(b) The assignee, transferee, or purchaser, and all stockholders, members or partners thereof if same is a corporation, limited liability company or partnership, shall at Franchisor's option either personally assume in writing all of the obligations of Franchisee, past disclosed or undisclosed and under this Agreement, or execute the then-current Franchise Agreement, in the form used by Franchisor;

(c) Franchisee, such assignee, transferee or purchaser and any and all stockholders, members or partners thereof shall execute a general release in favor of Franchisor, its officers, directors, and employees of any and all claims and causes of action that they may have against Franchisor or its

subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by Franchisor;

(d) All prior obligations and debts of Franchisee or corporate assignee of Franchisee owed to Franchisor under or in connection with this Agreement shall be paid concurrently with such assignment;

(e) Franchisee must not be in Default under this Agreement or any renewals thereof or of any lease agreement to which Franchisee is a party;

(f) Assignee, transferee or purchaser shall not be in the same business as Franchisor either as a franchisor, licensor, independent operator or franchisee of any chain or network which is similar in nature or in competition with Franchisor except that the assignee, transferee or purchaser may be an existing franchisee of Franchisor;

(g) Prior to the effective date of the assignment, transfer or sale, the assignee, transferee, or purchaser must satisfactorily complete the Franchisor's training program required of all new franchisees;

(h) Assignee, transferee, or purchaser shall, prior to any such assignment, pay to Franchisor a non-refundable transfer fee equal to Thirty-Seven Thousand Five Hundred Dollars ($37,500.00) to reimburse Franchisor for its legal and accounting fees, credit investigation, training expenses, and other charges and expenses in connection with such assignment, transfer or sale; and

(i) Franchisee shall enter into an agreement with the Franchisor agreeing to subordinate such assignee's, transferee's or purchaser's obligations to the Franchisor, including, without limitation, any Royalty Fees and Advertising Fees, and any obligations of such assignee, transferee or purchaser to make installment payments of the purchase price to Franchisee.

20.4 Franchisor's Right to Transfer

Franchisor shall have the absolute right, without the need for Franchisee's consent, to assign, transfer or sell its rights under this Agreement to any person, partnership, corporation or other legal entity provided that the transferee agrees in writing to assume all obligations undertaken by Franchisor herein and Franchisee receives a statement from both Franchisor and its transferee to that effect. Upon such assignment and assumption, Franchisor shall be under no further obligation hereunder, except for accrued liabilities, if any. Franchisee further agrees and affirms that Franchisor may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor's name, Marks (or any variation thereof) and System and/or the loss of association with or identification of One Endo Franchise Development, LLC, as Franchisor under this Agreement. Franchisee specifically waives any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business, regardless of the location of that chain's or business's facilities, and to operate, franchise or license those businesses and/or facilities as "**One Endo**" operating under the Marks or any other marks following

Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, except that if such businesses are located within any Protected Territory granted to Franchisee, those businesses will not change their names to "**One Endo**".

If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the endodontics practice business or to offer or sell any products or services to Franchisee.

20.5 Notice of Offer

In addition to the requirements of this Article, Franchisee must promptly ("promptly" being herein defined as within 15 days of receipt of a written offer to buy) give Franchisor additional written notice whenever Franchisee has received a bona fide offer from a third party to buy the Franchised Business. Franchisee must also give Franchisor written notice simultaneously with any offer to sell the Franchised Business made by, for, or on behalf of Franchisee. The purpose of this Subsection is to enable Franchisor to comply with any applicable state or federal franchise disclosure law or rules. Franchisee agrees to indemnify and hold Franchisor harmless for Franchisee's failure to comply with this Subsection.

20.6 No Waiver of Claims

Franchisor's consent to an assignment of any interest subject to the restrictions hereof shall not constitute a waiver of any claims it may have against the assignor, nor shall it be deemed a waiver of the Franchisor's right to demand exact compliance with any of the terms or conditions of this Agreement by the assignee, transferee or purchaser.

ARTICLE XXI
DEATH OR INCAPACITY OF FRANCHISEE

Upon the death or permanent incapacity or of an owner of the Franchisee, the executor, administrator or personal representative of such deceased Owner must transfer, within six months after the date of death or the determination of permanent incapacity, the Owner's interest in Franchisee to an approved third party. If the interest is not disposed of within the six-month period and this failure to dispose of the interest results in there only being one practicing owner remaining, then Franchisor shall locate, with the assistance of the remaining owner, one or more additional owners acceptable to Franchisor. For purposes of this Agreement, an owner shall be deemed to have a "permanent incapacity" if the usual participation of the owner is significantly curtailed for a cumulative period of 14 days in any one month period during the term of this Agreement, including renewals, due to the physical and/or intellectual incapacity, as determined by a medical provider or as evidenced by the appointment of a guardian custodian, or trustee; or if the owner maintains a disability insurance policy, when such owner is deemed to be permanently incapacitated by the insurance company for purposes of the disability insurance policy.

Upon the death or permanent incapacity of an owner if Franchisee is comprised of only two dentists, Franchisor, at its option, shall have the right to operate or designate an operator of the One Endo Franchised Business for the account of the deceased or permanently incapacitated owner during the pendency of a transfer described above. Franchisor or its designee will be entitled to hire a contract dentist and to receive all net revenues from the contract dentist's billings prior to the transfer and be obligated only for the normal operating expenses incurred by the contract dentist's patient workload. Franchisor or its designee will only be obligated to exercise its reasonable supervision of the contract dentist and shall not have any liability to Franchisee or creditors.

ARTICLE XXII
INJUNCTIVE RELIEF

22.1 Franchisee acknowledges that failure to comply with the requirements of Article XI and XIV will result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without posting of any bond, an ex parte or other order for injunctive relief or other legal or equitable relief with respect to the requirements of Articles

22.2 Franchisee agrees that it is impossible to measure in money the damages which Franchisor will sustain in the event of Franchisee's breach of this Agreement and, therefore, Franchisee hereby waives the defense that Franchisor has an adequate remedy at law.

ARTICLE XXIII
FORCE MAJEURE

Neither party shall be responsible to the other for non-performance or delay in performance occasioned by causes beyond its control, including without limitation, the generality of the foregoing acts or omission of other party, acts of civil or military authority, strikes, lockouts, embargoes, insurrections or acts of God, inability of Franchisor to purchase, deliver and/or manufacture of any of the proprietary products, provided that inability of a party to obtain funds shall be deemed to be a cause within the control of such party ("**Force Majeure**"). If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost, provided that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay. An event of Force Majeure will not change Franchisee's obligation to pay any fees or payment owed to Franchisor or Franchisor's affiliates when due.

ARTICLE XXIV
WAIVER OF VIOLATION OR DEFAULT

Waiver by Franchisor or Franchisee of any violation or Default hereunder shall not alter or impair either party's right with respect to any subsequent violation or Default, nor shall any delay or omission on the part of either party to exercise any right arising from such violation or Default alter or impair such party's rights as to the same or any future violation or Default. An acceptance by Franchisor of any payment from Franchisee after the date on which such payment is due shall not operate as a waiver of Franchisee's Default or violation hereunder, nor alter or impair Franchisor's rights with respect to such violation or Default.

ARTICLE XXV
NOTICE AND TIME

25.1 All communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, by email or by fax if received before 5pm EST, if it is received after 5pm EST it shall be deemed duly given on the next business day; or one (1) business day after being sent by overnight commercial courier service for next business day delivery, or 5 days after being deposited in the United States mail, for certified or registered delivery, return receipt requested, postage prepaid. Notice to Franchisor shall be addressed to:

One Endo Franchise Development, LLC
ATTN: Managers
5 Edgewood Avenue, 1st FL

Greenwich, CT 06831

With a copy to (which shall not constitute notice):

Spadea Lignana LLC
232 North 2nd Street
Philadelphia, PA 19106
ATTN: Evan J. Harra, Esq.
Email: eharra@spadealaw.com

Notice to Franchisee shall be addressed to:

_____
_____
_____
FAX:_____
Email:_____

Either party may designate another address at any time by written notice to the other. Additionally, all reports required to be made by Franchisee shall be delivered to Franchisor at the above address, except that regular reports may be sent by regular mail or electronic mail.

25.2 Time is of the essence in this Agreement with respect to each and every provision in which time is a factor. Whenever this Agreement refers to a period of days, the first day to be counted shall be the first day following the designated action or event. For any period of 5 or fewer days, only business days (excluding Saturdays, Sundays and national holidays) shall be counted. Unless expressly stated otherwise, any period longer than 5 days shall be measured by calendar days, except that if the last day of any such period is not a business day, the period shall automatically be extended to the next business day.

ARTICLE XXVI
DISPUTE RESOLUTION

26.1 Choice of Law

Connecticut law applies to all matters arising under or relating to this Agreement without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws. But if any provision of this Agreement would not be enforceable under the laws of Connecticut, and if the Franchised Business is located outside of Connecticut and such provision would be enforceable under the laws of the state in which the Franchised Business is located, then the court shall apply the laws of that state to the provision.

26.2 Mediation

The Parties shall try to resolve any dispute pursuant to mediation conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association unless the Parties agree on alternative rules and a mediator within 15 days after either party first gives notice of mediation. Mediation shall be conducted in Hartford, Connecticut, and will be completed within 45 days following the date either party first gives notice of mediation unless otherwise agreed to in writing by the Parties. The fees and expenses of the mediator shall be shared equally by the Parties. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to the dispute and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under Connecticut and other Applicable Laws. The entire mediation process shall be confidential and the conduct, statements, promises,

offers, views and opinions of the mediator and the Parties shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation. The mediation provision in this Section 27.2 shall not apply to any action for injunctive or other provisional relief, including, without limitation, enforcement of liens, security agreements, or attachment, as Franchisor deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to Franchisor and/or to protect the One Endo Marks. Any claim or dispute involving or contesting the validity of any of the One Endo Marks shall not be subject to mediation.

26.3 Rights are Cumulative

No right or remedy conferred upon or reserved to the Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

26.4 Exceptions to Mediation

The mediation provision in Section 26.2 shall not apply to any action for injunctive or other provisional relief, including, without limitation, enforcement of liens, security agreements, or attachment, as Franchisor deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to Franchisor and/or to protect the Marks. Any claim or dispute involving or contesting the validity of any of the Marks shall not be subject to mediation.

26.5 Venue

Subject to Section 26.2 and Section 26.4 of this Agreement, all disputes arising under or relating to this Agreement or any other agreement between Franchisor and Franchisee, Franchisor's relationship with Franchisee, the scope and validity of this Agreement or any other agreement between Franchisor and Franchisee or any provision of those agreements, or the System, shall be brought exclusively in the United States District Court of the District of Connecticut or state courts in Middlesex County, Connecticut, or in federal or state courts with jurisdiction over the county in which Franchisor's principal place of business is located at the time any lawsuit is initiated. The Parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

26.6 RICO Statute Waiver

The Parties agree to waive, now and forever, all rights either may have under the "Racketeer Influenced and Corrupt Organizations Act".

26.7 Waiver of Punitive Damages and Jury Trial

Whatever the forum, the Parties waive all rights to punitive damages on any claim. Any dispute concerning the validity or interpretation of this Agreement must be decided by a judge without a jury.

26.8 Attorneys' Fees

In any litigation brought to enforce any provision of this Agreement, arising out of, or in connection with, this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs in addition to any other relief that may be awarded. The "prevailing party" means the party in whose favor a judgment, decree, or final order is rendered.

26.9 Franchisee May Not Withhold Payments

Franchisee agrees that Franchisee will not, on grounds of the alleged non-performance by Franchisor of any of its obligations hereunder, withhold payment of any Royalty Fee, Marketing Fund contributions or any other amounts due to Franchisor.

ARTICLE XXII
ENTIRE AGREEMENT

This Agreement, together with all exhibits and addenda attached hereto, constitutes the entire agreement between Franchisor and Franchisee with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between Franchisor and Franchisee in connection with the subject matter of this Agreement. Nothing in this or any related agreement, however, is intended to disclaim the representations made by Franchisor in the Franchise Disclosure Document that was furnished to Franchisee by Franchisor. In the event of any conflict between the terms of this Agreement and the terms of the Area Development Agreement, if applicable, or any other Franchise Agreement, the terms of this Agreement shall prevail. No officer, employee or other servant or agent of Franchisor or Franchisee is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon Franchisor or Franchisee unless in writing and signed by Franchisor and Franchisee.

ARTICLE XXIII
JOINT AND SEVERAL OBLIGATION

If the Franchisee consists of more than one (1) person, their liability under this Agreement shall be deemed to be joint and several.

ARTICLE XXIX
SECURITY INTEREST

Franchisee hereby grants to Franchisor a security interest in all of Franchisee's interest in all leasehold improvements, furniture, furnishings, fixtures, equipment, inventory and supplies located at or used in connection with the Franchised Business, now or hereafter leased or acquired, together with all attachments, accessions, accessories, additions, substitutions and replacements therefore, and all cash and non-cash proceeds derived from insurance or the disposition of such collateral, to secure payment and performance of all debts, liabilities and obligations of any kind, whenever and however incurred, of Franchisee to Franchisor. Franchisee authorizes Franchisor to file all Uniform Commercial Code financing statements and other documents necessary or desirable to evidence, perfect and continue the priority of such security interests under the Uniform Commercial Code. For such purposes, the address of Franchisee and Franchisor are stated in Article XXV of this Agreement.

ARTICLE XXX
COUNTERPART; PARAGRAPH HEADINGS; PRONOUNS

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument. The paragraph headings and captions in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number of genders.

ARTICLE XXXI
SEVERABILITY AND CONSTRUCTION

31.1 Each section, part, term and provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of, or affect the remaining portions, parts, terms or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the Parties, and said invalid sections, parts, terms or provisions shall be deemed not to be a part of this Agreement, provided, however, that if Franchisor determines that said finding of illegality adversely affects the basic consideration of this Agreement Franchisor and Franchisee may terminate this Agreement.

31.2 Despite anything in this Agreement to the contrary, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity, other than Franchisor or Franchisee and their respective successors and (where permitted) assignees, any rights or remedies under or by reason hereof.

31.3 Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by Applicable Law, which is subsumed within the terms of any provision hereof as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion which a court holds to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

31.4 Subject to Applicable Law, any act that requires Franchisor's approval, such approval shall be in Franchisor's sole and absolute discretion.

31.5 Faxed and scanned signatures are binding.

ARTICLE XXXII
MISCELLANEOUS

32.1 Compliance with Anti-Terrorism Laws

Franchisee and its owners agree to comply, and to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, Franchisee and its owners certify, represent, and warrant that none of its property or interests is subject to being blocked under, and that Franchisee and its 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 Franchisee or its owners, or any blocking of Franchisee's or its owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

32.2 Compliance With HIPAA

Franchisee shall comply with HIPAA. Franchisee and its owners understand, acknowledge, and agree that their (and their Franchised Business's) compliance with HIPAA is their sole obligation and responsibility, despite any advice or information we or our Affiliate(s) may give you.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

FRANCHISOR:
ONE ENDO FRANCHISE DEVELOPMENT, LLC
A Connecticut Limited Liability Company

By:_____
Name:_____
Title: Manager

FRANCHISEE:

_____
[Print Name of Franchisee Entity]

By: _____
Name_____
Title:_____

EXHIBIT A
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

FRANCHISED AREA

Address of Franchised Location:

_____

The Franchisee's Protected Territory under the subject Franchise Agreement shall consist of the areas contained within the following present United States Post Office Zip Code or other described geographical area:

_____

Where the described geographic boundary is defined by reference to a street, highway, freeway or other roadway, or a river, stream, or tributary, then that boundary shall extend only to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary.

OPENING DATE: _____

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this **Exhibit A** on the Effective Date.

FRANCHISOR:	**FRANCHISEE:**
ONE ENDO FRANCHISE DEVELOPMENT, LLC	_____ [Print Name of Franchisee Entity]
By:_____ Name:_____ Title:_____	By: _____ Name_____ Title:_____

EXHIBIT B
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

GUARANTY, INDEMNIFICATION AND ACKNOWLEDGMENT

As an inducement to One Endo Franchise Development, LLC ("**Franchisor**"), to enter the Franchise Agreement between Franchisor and _____ (**Franchisee**"), dated _____,(the "**Franchise Agreement**"), the undersigned, jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assignees that all of Franchisee's monetary obligations under the Agreement will be punctually paid and performed.

Upon demand by Franchisor, the undersigned each hereby jointly and severally shall immediately make each payment required of Franchisee under the Agreement and waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Franchise Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Franchise Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the covenants required by Articles XI, XIV, XVIII and XX of the Franchise Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "One Endo" marks or system licensed to Franchisee under the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Franchise Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination or expiration shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which, by their nature or terms, require performance after the expiration or termination of the Franchise Agreement shall be enforceable notwithstanding said expiration or other termination of the Franchise Agreement for any reason whatsoever. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Each Guarantor represents and warrants to Franchisor that neither Guarantor (including, without limitation, any and all of its employees, directors, officers and other representatives), nor its affiliates or the funding sources for either is a person or entity designated with whom Franchisor, or any of its affiliates, are prohibited by Applicable Law from transacting business.

All notices required or permitted under this Guarantee shall be in writing and shall be personally

delivered, in the manner provided by Article XXV of the Franchise Agreement.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement. Connecticut law applies to all matters arising under or relating to this Agreement without regard to any choice-of-law rules which might direct the application of another jurisdiction's laws. Venue for purposes of any legal proceedings brought in connection with or arising out of this Guarantee shall be conclusively presumed to be in the United States District Court of the District of Connecticut or state courts in Middlesex County, Connecticut, or in federal or state courts with jurisdiction over the county in which Franchisor's principal place of business is located at the time any litigation commences. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

Executed by or on behalf of Guarantors on the date set forth below.

_____ Date: _____
Signature

_____
Printed Name

Address:

_____

_____ Date: _____
Signature

_____
Printed Name

Address:

_____

EXHIBIT C
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

CONDITIONAL LEASE ASSIGNMENT PROVISIONS

The clauses referred to in Article 2.1 of the above Franchise Agreement are as follows:

(i) The premises being leased hereunder shall be used solely for the operation of a One Endo Practice, during the time that the Franchise Agreement is still in effect.

(ii) Lessor has examined Franchisor's standard design concepts and specifications and consents to Lessee's use of same and of the Marks and such signage as the Franchisor may prescribe for the Franchised Business.

(iii) Lessee shall not assign all or any part of its occupancy rights, or extend the term or renew the lease, without Franchisor's prior written consent.

(iv) Lessor shall furnish Franchisor with a copy of the executed lease, including all attachments thereto and related agreements, if any, within 5 days after its execution, and no change or amendment to such lease affecting the above terms and conditions shall be effective without Franchisor's prior written approval.

(v) Despite anything in this Lease to the contrary, it is expressly understood and agreed that if the Franchise Agreement dated the _____ day of _____, 202__, between Lessee and Franchisor expires or terminates for any reason whatsoever, Lessee's rights hereunder shall, at the option of Franchisor, be assigned to Franchisor's designee. This option may be exercised by Franchisor providing Lessor with written notice within 30 days of the expiration or termination of the Franchise Agreement, such notice to specify, inter alia, the date of such expiration or termination. Lessee acknowledges and agrees that Lessor may rely upon such notice and shall not be required to inquire into the due execution thereof or the accuracy of the statements set forth therein. It is further agreed that such notice shall, without further act or formality, automatically operate as an effective assignment of the Lessee's right hereunder to the Franchisor's designee and the assumption by Franchisor's designee of the covenants herein required to be observed or performed by Lessee. Franchisor's designee shall thereafter have the right to assign or sublet the premises to such person as it may designate, provided that in such event that this clause be contained therein. Even so, the Franchisor shall, forthwith upon exercise of such option, execute such documents evidencing its agreement to thereafter cause to be kept or performed all of the obligations of Lessee arising under this Lease from and after the time of the exercise of such option.

(vi) In the event Franchisor elects not to exercise the above option, Lessor shall permit Franchisor to enter the premises in order to make any modification necessary to protect the Marks.

(vii) Lessor shall give written notice to Franchisor (concurrently with the giving of such notice to Lessee) of any default by Lessee under the Lease and Franchisor shall have, after the expiration of the period during which the Lessee may cure such default, an additional 15 days to cure, at its sole option, any such default, providing that if such default arises by reason of the bankruptcy or insolvency of Lessee or the appointment of a receiver over Lessee's assets or part thereof, then Franchisor shall have the right to appoint a designee to assume this Lease upon payment of any arrears of rental to such date. In the event of any such assumption, Lessee shall cease to have any further rights hereunder.

(viii) Lessor acknowledges that the Franchise Agreement contains a right on the part of the Franchisor, in the event of expiration or termination of the Franchise Agreement for any reason whatsoever, to enter the premises hereby demised and to appoint a qualified designee to operate the Franchised Business for the account of Lessee for a period as set forth in the Franchise Agreement. Lessor further acknowledges that such entry by the Franchisor's designee shall not constitute an assignment of this Lease, nor a subletting of the premises hereby demised.

(ix) Lessor acknowledges that Franchisor is executing this Lease solely for the purpose of acknowledging the provisions contained in the foregoing clauses (i) to (viii) and agrees that such execution by Franchisor does not obligate Franchisor to perform of any terms, conditions, obligations and covenants contained herein, except as specifically set forth in clause (i).

The foregoing provisions shall be incorporated into Franchisee's Lease Agreement.

EXHIBIT D
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

SITE LOCATION ADDENDUM

One Endo Franchise Development, LLC ("**Franchisor**") and _____ ("**Franchisee**") have this date, _____, 202__, entered into the above Franchise Agreement, (the "**Franchise Agreement**") and desire to supplement its terms as set out below. Any terms not defined herein shall have the same meanings they are assigned in the Franchise Agreement. Franchisor and Franchisee agree as follows:

A. Site Selection

Within 60 days after execution of this Addendum unless franchisor agrees to a later date in writing, Franchisee shall acquire, by lease or purchase, at Franchisee's expense and subject to Franchisor's approval as hereinafter provided, a location for the franchised business. Such location shall be within the following geographic area (which is described solely for the purpose of selecting a site for the Franchised Business):

_____
_____
_____

B. Guidelines and Evaluation

In connection with Franchisee's selection of a site for the franchised business, Franchisor shall furnish to Franchisee the following:

1. Site selection counseling and assistance as Franchisor may deem advisable for a site.

2. Such on-site evaluation as Franchisor may deem advisable in response to Franchisee's request for site approval; provided, however, that Franchisor shall not provide on-site evaluation for any proposed site prior to the receipt of a market feasibility study for such site prepared by Franchisee pursuant to Paragraph C hereof.

C. Lease Review Fee.

Within fifteen (15) days after Franchisor has consented to the site for the Franchised Business, Franchisee shall submit to Franchisor a copy of the proposed lease therefor, together with a lease review fee of Five Hundred Dollars ($500.00), for Franchisor's review thereof prior to its execution. Franchisor's lease review and consent is limited to provisions for the benefit of the System and Franchisor only. Franchisor does not review and/or negotiate the proposed lease on Franchisee's behalf or for Franchisee's benefit. Within fifteen (15) days after Franchisor's lease review and consent (or such longer period as Franchisor consents to in writing), Franchisee shall execute the lease and obtain physical possession of the premises.

D. Site Approval

Prior to the acquisition by lease or purchase of any proposed location for the Franchised Business, Franchisee shall submit to Franchisor, in the form specified by Franchisor, a description of the proposed

location, a market feasibility study for the proposed location, and such other information or materials as Franchisor may reasonably require, together with a letter of intent or other evidence satisfactory to Franchisor which confirms Franchisee's favorable prospects for obtaining the proposed location. Recognizing that time is of the essence, Franchisee agrees that it must submit such information and material for the proposed location to Franchisor for its approval no later than thirty (30) days after the execution of the Franchise Agreement. Franchisor shall have thirty (30) days after receipt of such information and materials from Franchisee to approve or disapprove, at its sole discretion, the proposed location as the location for the Franchised Business. The proposed location shall not be deemed approved unless written notice of approval is given to Franchisee by Franchisor. Franchisor's preliminary acceptance of the proposed site shall not be deemed an approval of the site itself or its merits but an approval of (i) Franchisee's recommendation for the site based on its own knowledge, research, and experience; (ii) its favorable prospects for obtaining such Lease Agreement; and (iii) that the site and the proposed Lease Agreements conform with Franchisor's System standards and requirements of this Agreement and this Addendum.

E. Lease Provisions

The Lease Agreement for the premises of the Franchised Location shall be submitted to Franchisor for its written approval prior to execution by Franchisee and the Lessor, and shall contain the following terms and conditions that:

1. the premises shall be used only for a One Edo Practice.

2. the landlord consents to Franchisee's use of the Marks and signage as Franchisor may prescribe for the Franchised Location.

3. the landlord shall give Franchisor copies of all letters and notices sent to Franchisee pertaining to all matters arising under or relating to the Lease Agreement and premises, at the same time that such letters and notices are sent to Franchisee.

4. Franchisee shall not assign all or any part of its occupancy rights, or extend the term or renew the Lease Agreement, without Franchisor's prior written consent.

5. Franchisor shall have the right and authority to enter the premises to make any modification necessary to protect Franchisor's Marks or to cure (or to appoint a designee to cure) any default under the Lease Agreement or under the Franchise Agreement.

6. Franchisor may appoint a designee to assume Franchisee's occupancy rights, and the right to assign for all or part of the remaining term, upon Franchisee's default or termination under such Lease Agreement or under this Agreement.

7. Franchisor shall be furnished a copy of the executed Lease Agreement five (5) days after its execution, and no change or amendment to such lease affecting the above terms and conditions shall be effective without Franchisor's prior written approval.

F. Relocation

Franchisee shall not relocate the Franchised Business without the prior written consent of Franchisor.

G. Construction

Franchisee shall complete construction or leasehold improvements ("**Construction**"), including all exterior and interior carpentry, electrical, painting and finishing work, and installation of all furnishings, fixtures, equipment, and signs, in accordance with the approved plans and specifications at Franchisee's expense within 400 days after the execution of the Franchise Agreement unless Franchisor agrees to a later date in writing (exclusive of the time lost by reason of strikes, lockouts, fire and other casualties and acts of God).

H. Permits and Approvals

Before and upon completion of Construction, Franchisee shall obtain, and shall furnish to Franchisor copies of, all necessary permits, approvals, and certificates required for occupancy of the premises and operation of the Franchised Business. Franchisee shall obtain Franchisor's approval for opening and shall open the Franchised Business within 450 days after the execution of the Franchise Agreement.

I. Time of Essence

Franchisee and Franchisor agree that time is of the essence in Franchisee's performance of its obligations hereunder. Any failure by Franchisee to meet the time limits imposed under this Addendum will be a material default under the Franchise Agreement, for which Franchisor may terminate this Agreement upon notice to Franchisee.

J. Effect of Franchise Agreement

This Addendum shall be considered an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

K. Franchisee Release

Franchisee hereby fully and forever releases and discharges Franchisor, its employees, officers, directors, stockholders, board members, Affiliates, and employees (the "**Released Parties**"), of and from all actions, causes of action, suits, sums of money, accounts reckonings, judgments, injuries, damages, claims, counterclaims, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, that Franchisee ever had relating to the System, the Marks, any site selection counseling and assistance provided by Franchisor, Franchisor's preliminary acceptance of the site, now or which Franchisee shall, or may have, against the Released Parties, or any of their successors, assignees or Affiliates, by reasons of any matter, cause or thing whatsoever relating to said System, Site Selection, and Site Approval or any other matter on or before the date of this document.

-Signatures immediately follow-

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed, sealed and delivered this Addendum in triplicate on the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
ONE ENDO FRANCHISE DEVELOPMENT, LLC	_____ [Print Name of Franchisee Entity]
By:_____ Name:_____ Title:_____	By: _____ Name_____ Title:_____

EXHIBIT E
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

THIS AGREEMENT (this "**Agreement**") is between One Endo Franchise Development, LLC, a Connecticut limited liability company ("**Franchisor**"), one the one hand, and _____, a _____ ("**Franchisee**"), and _____ ("**Associate**"), on the other hand.

BACKGROUND

A. Franchisor and its affiliates have developed an established business and is engaged in the development, marketing and sale to franchisees of an efficient and distinctive system of instructing franchisees, setting up, merchandising, and providing services typically performed and provided in a dental practice, served by distinctively uniformed staff, and well trained, in distinctively designed, furnished, decorated and equipped businesses under the name "**One Endo**" (a "**One Endo Practice**"); and

B. At great expenses, Franchisor and its affiliates have developed an obtained an advantage over its competitors because of their use of the name "**One Endo**" and associated service marks, designs, and symbols in the design and appearance of its endodontics practices (collectively, the "**Marks**"), reputation and it has developed goodwill.

C. Franchisor wants to maintain the competitive advantage and preserve its goodwill. Franchisee's relationship with the Franchisor involves understanding and having access to certain trade secrets and confidential information relating to the Franchisor's property, assets, business, and operations.

D. It may be necessary for certain individuals and entities affiliated with Franchisee including Franchisee's Associate to have access to Confidential Information in the ownership development, management and operation of Franchisee and the One Endo Franchised Business and each of them must therefore be bound by the same confidentiality provisions that Franchisee is bound by.

IN CONSIDERATION of these promises, and the conditions stated herein, the parties agree as follows:

1. Purposes. Franchisor is placing the Franchisee in a position of trust and confidence in order to aid the Franchisor in its development, marketing, sale and expansion of the System. As a precondition of the grant of the right to own and operate a One Endo Practice, the Franchisor desires to receive from the Franchisee (i) an agreement not to disclose certain information relating to the Franchisor's business, (ii) an agreement not to compete against the Franchisor for a certain period of time, and (iii) an agreement concerning the ownership of certain information. This Agreement sets forth the terms of their agreements and understandings.

2. Franchisor Ownership of Materials. All information, ideas, research, methods, techniques, specifications, guidelines, manuals, procedures, systems, improvements, notes, data, tapes, reference items, financial information, literature, files, supplier lists, notebooks, calendars, sketches, drawings, memoranda, records and copyrighted and other materials, including the Franchisor's Confidential Operations Manual, and the goodwill associated with them, which in any way relate to the Franchisor's past, present or potential business or which were prepared or received by the Franchisee as a franchisee of the Franchisor and a participant in the System (collectively, "**Confidential Information**") are the exclusive property of Franchisor. Franchisee shall deliver to the Franchisor all materials including the Franchisee's own personal

work papers, which are in the Franchisee's possession or under the Franchisee's potential control at the request of Franchisor or, in the absence of such a request, upon the termination of that certain Franchise Agreement dated even date herewith between Franchisor and Franchisee (the "**Franchise Agreement**").

3. Confidential Information. Franchisee acknowledges that Franchisor's Confidential Information is a valuable and unique asset which the Franchisee holds in trust for the Franchisor's sole benefit. Franchisee agrees that Franchisee shall not, at any time during or after Franchisee ceases to be a franchisee of the Franchisor or a participant in the System, use for itself or for others, or disclose to any person, corporation or other entity for any reason, any of the Franchisor's Confidential Information, without obtaining the prior written consent of Franchisor.

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under a Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to an attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

4. Trade Secrets. Franchise acknowledges that Franchisor's Confidential Information and its methods and techniques of operation, merchandising, specifications, its financial condition, customer service, marketing and pricing strategies, as well as the information compiled and developed regarding improvements or enhancements to the System, including the Confidential Operations Manual, are uniquely valuable to Franchisor and have been developed through considerable expense and effort, and thus are not usually ascertainable by a competitor without considerable investment of effort and expense ("**Trade Secrets**").

In light of the need to protect and preserve the confidentiality of these Trade Secrets and in consideration of Franchisee's continued right to own and operate a One Endo Practice, the Franchisee agrees, at all times while a franchisee of the Franchisor and for as long as Franchisor remains in business anywhere in the world, to respect the confidentiality of the Franchisor's Trade Secrets, to use them solely for the benefit of the Franchisor's business, and to refrain from disclosing or making available the Trade Secrets to any third party without the prior written consent of the Franchisor. Franchisee further agrees to take all reasonable security measures to ensure that Franchisee's employees comply with this Agreement and such other security measures as are reasonably requested by Franchisor to prevent accidental disclosure.

5. Assignment of Innovations. All ideas, improvements, processes, names, and enhancements to the System or which relate to or are useful to the Franchisor's business which Franchisee, alone or with others, may invent, discover, make or conceive ("**Innovations**") are the exclusive property of Franchisor, and Franchisee shall promptly and fully disclose them to the Franchisor. At any time, at the Franchisor's request and expense, the Franchisee shall, without further compensation: (i) promptly record such Innovations with Franchisor; (ii) execute any assignments and other instruments or documents Franchisor deems necessary to protect its rights in the Innovations; and (iii) assist Franchisor in enforcing its rights with respect to these Innovations.

6. Restrictions on Unfair Competition. It is recognized by the Franchisee that as the natural result of the Franchisee's participation in the System as a One Endo franchisee, Franchisee will gain access to the Franchisor's Trade Secrets and Confidential Information, and will gain the trust, confidence and respect of the Franchisor's landlords, customers and suppliers. Franchisee acknowledges that Franchisor has a legitimate need to protect itself against unfair competition by its franchisees and their employees.

Therefore, in consideration for the Franchisee's participation in the System as a franchisee of the Franchisor, Franchisee agrees that while it is an authorized franchisee of Franchisor, and within five (5) miles of the Franchised Business or within five (5) miles of another dental practice or franchise in the System, Franchisee shall not have or acquire an interest in a similar business to that offered or developed by the Franchisor. For purposes of this Agreement, "similar business" means a business other than a Franchised Business that receives the majority of its gross revenue offering dental or endodontics services ("**Services**") in any retail format under the Marks or any marks confusingly similar to the Marks.

7. Enforcement.

(a) Injunction. Franchisee acknowledges and agrees that Franchisor will suffer irreparable harm if Franchisee violates any of the provisions in this Agreement, and that monetary damages will be inadequate to compensate Franchisor for any such violation. Accordingly, Franchisee agrees that any breach or threat to breach this Agreement by Franchisee, shall entitle Franchisor, in addition to all other remedies or damages which it may have, to an injunction to prevent or to restrain any such violation by Franchisee or by its directors, stockholders, officers, partners, employees, agents or any other person directly or indirectly acting for, on behalf of or with Franchisee. Franchisee agrees that Franchisor will not be required to prove actual damages or post a bond or other security in seeking or obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement. Franchisee consents to the seeking of the injunction as being a reasonable measure to protect the Franchisor's rights.

(b) Jurisdiction. Franchisee agrees that any lawsuit brought by the Franchisor to enforce its rights under this Agreement shall be brought in the appropriate court located in the state of Connecticut, County of Middlesex, and Franchisee agrees and consents to the jurisdiction of such court to resolve all matters arising under or relating to this Agreement. Any lawsuit brought against the Franchisor or its officers, directors or agents arising out of this Agreement, or any alleged breach thereof, must be brought within one (1) year of the event giving rise to the cause of action. The failure to commence such action by or on behalf of the Franchisee within this time period shall serve to bar any rights the Franchisee may have against the Franchisor or its officers, directors and agents.

(c) Costs. Franchisee further agrees that if Franchisee acts in any manner which causes the Franchisor to seek any form of judicial relief or remedy against Franchisee, and the court determines the Franchisee has or is violating any of the provisions of this Agreement, the Franchisor, in addition to its other remedies, shall be entitled to recover from the Franchisee all costs incurred, including its reasonable attorneys' fees.

8. Reasonableness of Restrictions; Severability. Franchisee represents to Franchisor that Franchise has read the provisions of this Agreement and has the had the opportunity to obtain advice from legal counsel, and agrees that the restrictions described in this Agreement are both fair and reasonably required to protect the System, the Marks, other One Endo Practices and One Endo franchisees, and Franchisor's business, officers, directors and employees. .Franchisee further agrees that the restrictions stated in this Agreement will not impair Franchisee's ability to secure employment or acquire an interest in a business in another field of choice, other than the restricted field described in Section 6.

9. Miscellaneous.

(a) All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then Franchisee agrees that the court shall have the authority to reform and modify that provision in order that the restriction shall be the maximum necessary to protect the Franchisor's legitimate business needs as

permitted by applicable law and public policy. In so doing, Franchisee agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid. Further, the Franchisee agrees that a breach or alleged breach by the Franchisor of any obligation owed by Franchisor shall not affect the validity or enforceability of the provisions of this Agreement.

(b) Connecticut law applies to all matters arising under or relating to this Agreement without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws. But if any provision of this Agreement would not be enforceable under the laws of Connecticut, and if the Franchised Business is located outside of Connecticut and such provision would be enforceable under the laws of the state in which the Franchised Business is located, then the court shall apply the laws of that state to the provision.

(c) If Franchisor fails to require Franchisee to perform any term of this Agreement, that failure does not prevent Franchisor from later enforcing that term. If Franchisor waives Franchisee's breach of a term, that waiver is not treated as waiving a later breach of the term.

(d) If a court for any reason holds a provision of this Agreement to be unenforceable, the rest is enforceable.

(e) The Agreement binds and inures to the benefit of the Parties and their legal representatives, successors and (where permitted) assignees.

(f) This Agreement represents the entire agreement between the parties. This Agreement cannot be changed without a written agreement signed by the Parties.

(g) Associate hereby executes this Agreement to evidence their consent to be bound by each and every provision.

(Signature Page Follows)

IN WITNESS WHEREOF, Franchisor, Franchisee and Franchisee's Associates attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on this ___ day of _____, 202__.

FRANCHISOR:

ONE ENDO FRANCHISE DEVELOPMENT, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

By:_____

ASSOCIATE:

_____

By:_____

ASSOCIATE:

_____

By:_____

ADDENDUM TO NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Addendum to Non-Disclosure and Non-Competition Agreement (this "Addendum") is executed on _____, _____ and is intended to be a part of, and by this reference is incorporated into, that certain Non-Disclosure and Non-Competition Agreement (the "Non-Disclosure Agreement") dated _____, between One Endo Franchise Development LLC, a Connecticut limited liability company, as Franchisor, one the one hand, and _____, a _____ ("Franchisee"), and _____ ("Associate"), on the other hand. Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Non-Disclosure Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Non-Disclosure Agreement shall have the identical meanings in this Addendum.

1. Section 6 of the Non-Disclosure Agreement is deleted in its entirety.

IN WITNESS WHEREOF, Franchisor, Franchisee and Franchisee's Associates attest that each has read and understands the terms of this Addendum, and voluntarily signed this Addendum on this __ day of _____.

FRANCHISOR:

ONE ENDO FRANCHISE DEVELOPMENT, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

By: _____
Name: _____
Title: _____

ASSOCIATE:

_____

ASSOCIATE:

_____

EXHIBIT F
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

TRANSFER AMENDMENT TO ONE ENDO FRANCHISE AGREEMENT
(LESS THAN A CONTROLLING INTEREST)

One Endo Franchise Development, LLC, a Connecticut limited liability company ("Franchisor"), and _____, a _____ ("Buyer"), and _____ ("Franchisee") are signing a Franchise Agreement ("Agreement") contemporaneously herewith and desire to supplement and amend certain terms and conditions of such Agreement by this Transfer Amendment to One Endo Franchise Agreement ("Amendment"). Initial capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Agreement.

WHEREAS, Franchisee operates a One Endo Practice located at _____ ("Franchised Location") under the terms of that certain franchise agreement dated _____, ("Franchise Agreement");

WHEREAS, [EITHER: _____("Seller") OR Franchisee] wishes to transfer __% of the outstanding interests/shares of Franchisee which represents 50% or less of the total outstanding interests or shares in the Franchisee entity (the "Interest") to Buyer;

WHEREAS, pursuant to the terms of the Franchise Agreement, the consent of the Franchisor is a precondition to the transfer of the Interest; and

WHEREAS, the parties wish to set forth the terms and conditions under which the Franchisor will consent to the transfer of the Interest from [Seller OR Franchisee] to Buyer.

The parties agree as follows:

1. **Transfer**. Buyer is purchasing the Interest from [Seller OR Franchisee] in accordance with the terms and conditions of _____ ("Purchase Agreement") dated _____, 20 subject to fulfillment of any conditions precedent to the transfer of the Interest as may be set forth therein and in the Franchise Agreement.

2. **Conditional Consent**. Franchisor will consent to the transfer to Buyer of the Interest as provided for in the Franchise Agreement, provided, however, Franchisor's consent is expressly contingent upon compliance with the terms and conditions set forth in the Franchise Agreement and in this Amendment.

3. **Amended Agreement**. The parties will sign the Franchisor's current form of franchise agreement (defined above as the "Agreement") which will replace the existing Franchise Agreement in its entirety. The Agreement will be amended as follows:

   (b) Initial Franchise Fee. Section 5.2 is deleted in its entirety.

   (c) Training. Pursuant to Article 6 of the Agreement, Buyer will complete any training programs required by the Franchisor.

4. **Release by Franchisee**. Franchisee for itself, its owners, successors, assigns, agents,

representatives, employees, officers and directors, hereby fully and forever unconditionally releases and discharges Franchisor and its Affiliates, and their respective successors, assigns, agents, representatives, employees, officers and directors (collectively, "Franchisor Released Parties") from any and all claims, demands, obligations, actions, liabilities and damages of every kind and nature whatsoever, in law or in equity, whether known or unknown to it, which it may now have against Franchisor or any Franchisor Released Party, or which may hereafter be discovered, in connection with, as a result of, or in any way arising from, any relationship or transaction with any of the Franchisor Released Parties, however characterized or described, which relates in any way to the Franchise Agreement dated ____, 20 __ between Franchisee and Franchisor or the former franchise relationship, from the beginning of time until the date of this Amendment.

5. **Ratification Of Franchise Agreement**. Except as herein amended, the terms of the Agreement are hereby ratified, confirmed and approved.

6. **Inconsistent Terms**. The terms and conditions of this Amendment are in addition to or in explanation of the existing terms and conditions of the Agreement and shall prevail over and supersede any inconsistent terms and conditions thereof

FRANCHISOR:

ONE ENDO FRANCHISE DEVELOPMENT LLC
A Connecticut limited liability company

By _____
Name: _____
Title: _____

FRANCHISEE:

_____
[Name of Franchisee Entity]

By: _____
Name: _____
Title: _____

BUYER: _____

By: _____

EXHIBIT G
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

TERRITORY AND FEE ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to Franchise Agreement (this "Addendum") is executed on _____, _____ and is intended to be a part of, and by this reference is incorporated into, that certain Franchise Agreement (the "Franchise Agreement") dated _____, between One Endo Franchise Development LLC, a Connecticut limited liability company, as Franchisor, and _____, as Franchisee. Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

1. **Protected Territory**. Despite the provisions of Section 1.2 of the Franchise Agreement and Exhibit A to the Franchise Agreement, you will not receive a Protected Territory that consists of zip codes, or metes and bounds. You will receive a Protected Territory that consists of a radius of _____ mile(s) from your Franchised Location.

2. **Continuing Royalty Fee**. Section 5.2 of the Franchise Agreement is hereby amended to provide that 50% of the Continuing Royalty due to Franchisor shall be temporarily abated in full for a period of one hundred eighty (180) days after the Royalty Commencement Date (the "**Abatement Period**"). Upon expiration of the Abatement Period, the Royalty Fee shall be $6,000, subject to annual increase by the amount equal to the percentage increase in the U.S. Consumer Price Index, published by the U.S. Department of Labor Statistics. The entire deferred amount of the Royalty Fee deferred during the Abatement Period must be paid to Franchisor on the earlier of the Expiration Date or Termination Date.

3. **Ratification Of Franchise Agreement**. Except as herein amended, the terms of the Franchise Agreement are hereby ratified, confirmed and approved.

4. **Successors And Assigns**. This Addendum shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Franchisee and their respective, heirs, executors, administrators, and its successors and assigns.

5. **Entire Agreement**. This Addendum contains all of the terms and conditions agreed upon by the Parties concerning the subject matter of this Addendum. No other agreements concerning the subject matter of this Addendum, written or oral, shall be deemed to exist or to bind either of the Parties and all prior agreements, understandings and representations, regarding the subject matter of this Addendum are merged into this Addendum and superseded by this Addendum.

7. **Counterparts And Electronic Copies**. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures transmitted electronically or by facsimile shall be deemed original signatures. Electronic copies of this Addendum shall constitute and be deemed an original copy of this Addendum for all purposes, provided that the electronic copies are fully executed, dated and identical in form to the original hard copy version of this Addendum.

IN WITNESS WHEREOF, the Parties consider this Addendum signed on the Effective Date.

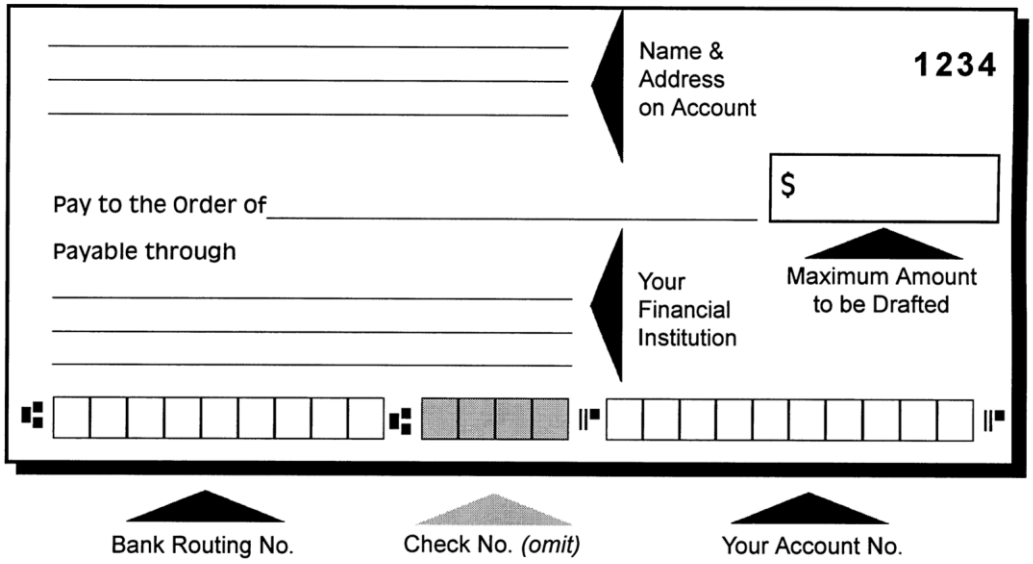
FRANCHISOR:	FRANCHISEE:
ONE ENDO FRANCHISE DEVELOPMENT LLC A Connecticut limited liability company	_____ [Name of Franchisee Entity]
By _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

EXHIBIT H
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

ELECTRONIC PAYMENT / ACH ORIGINATION AUTHORIZATION
FOR PRE-ARRANGED PAYMENTS

Electronic Payment / ACH Origination services will not be considered until this application is FILLED OUT COMPLETELY and submitted to Franchisor. Furthermore, Initial Training cannot be scheduled until this application is filled out completely and submitted to Franchisor.

Please complete the following with your banking information and attach a voided check:



I certify that I am a principal officer, director, partner, member, shareholder, or other owner who is duly authorized to enter into this Electronic Payment / ACH Origination Authorization on behalf of Franchisee and hereby authorize One Endo Franchise Development, LLC ("Franchisor"), and the financial institution named above to initiate entries to my checking or savings account(s) as identified above in accordance with the sales analysis submitted by Franchisee to Franchisor for payment of Royalty Fees under the Franchise Agreement and, if necessary, to initiate adjustments for any transactions credited in error. This authority will remain in effect until Franchisee or I notify either Franchisor or the above-named financial institution in writing to cancel it in such time as to afford a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the above-named financial institution at least 3 days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to fifteen (15) days following issuance of my statement by the above-referenced financial institution or up to sixty (60) days after deposit, whichever occurs first.

[signature on following page]

Signature: _____

Printed Name and Title (if any) of Person Signing: _____

Application Date: _____ Telephone Number: _____

Contact Person (if different from person signing): _____

Applicant's Printed Name (Individual or Company): _____

Applicant's Address (if different from check): _____

_____

EXHIBIT I
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is effective _____, 20_____ (the "Effective Date"), between _____, the Covered Entity ("CE") and One Endo Franchise Development LLC ("OEFD") and one or more of its affiliates, the Business Associate ("Associate"). This Agreement is entered into pursuant to the terms of that certain Franchise Agreement, dated _____,between CE as franchisee and OEFD as franchisor (the "Franchise Agreement").

RECITALS

WHEREAS, CE wishes to disclose certain information to Associate pursuant to the terms of the Franchise Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

WHEREAS, CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Franchise Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule (defined below) requires Associate and CE to enter into a written contract prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions**.

(a) "**Business Associate**" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(b) "**Covered Entity**" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(c) "**Data Aggregation**" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

(d) "**Designated Record Set**" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

(e) "**Health Care Operations**" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.

(f) "**Privacy Rule**" shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164. 2 (CA 4/28/21)27/22) 4836-5490-4287.34886-1387-1902.2

(g) "**Protected Health Information**" or "**PHI**" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. [45 CFR §§ 160.103]

2. **Obligations of Associate**.

(a) Permitted Uses. Associate shall not use PHI except for the purpose of performing Associate's obligations under the Franchise Agreement and as permitted under the Franchise Agreement and this Agreement. Further, Associate shall not use PHI in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use PHI (i) for the proper management and administration of Associate, (ii) to carry out the legal responsibilities of Associate, or (iii) for Data Aggregation, storage and data format conversion purposes for the Health Care Operations of CE. [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)]

(b) Permitted Disclosures. Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose PHI (i) in a manner permitted pursuant to the Franchise Agreement and this Agreement, (ii) for the proper management and administration of Associate; (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of CE. To the extent that Associate discloses PHI to a third party for the proper management and administration of Associate or to carry out the legal responsibilities of Associate, Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Associate of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [45 CFR §§ 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

(c) Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement and that are compliant with Subpart C of 45 CFR § 164. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. (d) Reporting of Improper Use or Disclosure. Associate shall report to CE in writing of any use or disclosure of PHI otherwise than as provided for by the Franchise Agreement, this Agreement, or required by applicable law within five (5) days of becoming aware of such use or disclosure. [45 CFR § 164.504(e)(2)(ii)(C)]

(e) Associate's Agents. Associate shall ensure that any agents or affiliates to whom it provides PHI agree in writing to the same restrictions and conditions that apply to

Associate with respect to such PHI. [45 CFR § 164.504(e)(2)(ii)(D)]

(f) Access to PHI. Associate shall make PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.524. [45 CFR § 164.504(e)(2)(ii)(E)]

(g) Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of PHI directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) days of the request. Any denial of amendment of PHI maintained by Associate or its agents or subcontractors shall be the responsibility of CE. [45 CFR § 164.504(e)(2)(ii)(F)]

(h) Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of PHI, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR Section 164.528, Associate shall not provide an accounting to CE of disclosures:

1) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.506;

2) to individuals of PHI about them as set forth in 45 CFR 164.502;

3) incident to a use or disclosure otherwise permitted or required by Subpart C of 45 CFR § 164, as provided in 45 CFR 164.502;

4) pursuant to an authorization as provided in 45 CFR 164.508;

5) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510;

6) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2);

7) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5); or 8) as part of a limited data set in accordance with 45 CFR 164.514(e).

8) as part of a limited data set in accordance with 45 CFR 164.514(e).

(i) Process. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule.

At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any PHI except as set forth in Sections 2(b) of this Agreement. [45 CFR §§ 164.504(e)(2)(ii)(G) and 165.528]

(j) Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining CE's compliance with the Privacy Rule. [45 CFR § 164.504(e)(2)(ii)(I)] Associate shall provide to CE a copy of any PHI that Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

(k) CE's Obligations. To the extent Associate is to carry out one or more of CE's obligation(s) under Subpart E of 45 CFR Part 164, Associate shall comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligations. [45 CFR § 164.504(e)(2)(ii)(H)]

(l) Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the PHI.

(m) Notification of Breach. During the term of this Agreement, Associate shall notify CE in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of this Agreement or any applicable federal or state laws or regulations. Associate shall:

1) take prompt corrective action to cure any such deficiencies; and

2) mitigate, to the extent practicable, any harmful effect that is known to Associate as a result of any suspected or actual breach, unauthorized use or disclosure of PHI or data.

(n) Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Associate has complied with this Agreement; provided, however, that

1) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and

2) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection.

3. **Obligations of CE**.

3.1 Safeguards. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Agreement, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in the Franchise Agreement.

3.2 Restrictions on Use. CE shall notify Associate, in writing, of an individual's request to restrict the use or disclosure of such individual's PHI, any limitations in CE's Privacy Notice, or any revocation by an individual of authorization to use or disclose PHI if such request, limitation or revocation would affect Associate's compliance with this Agreement.

4. **Term**.

4.1 Term. The Term of this Agreement shall be effective as of the Effective Date as defined in the Franchise Agreement, and this Agreement shall terminate on the termination date of the Franchise Agreement or on the date CE terminates for cause as authorized in this Agreement.

5. **Termination**.

5.1 Material Breach. A breach by Associate of any material provision of this Agreement, as determined by CE, shall constitute a material breach of this Agreement and shall provide grounds for immediate termination of this Agreement by CE. [45 CFR § 164.504(e)(2)(iii)]

5.2 Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Agreement or another arrangement and does not terminate this Agreement pursuant to Section 5.1, then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate this Agreement, if feasible or (ii) if termination of this Agreement is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services. [45 CFR § 164.504(e)(1)(ii)]

5.3 Judicial or Administrative Proceedings. Either party may terminate this Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

5.4 Effect of Termination. Upon termination of this Agreement for any reason, Associate shall return or destroy all PHI that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Associate shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(J)] If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

6. **Indemnification**. Each party (the "Indemnifying Party") shall indemnify and hold the other party and its officers, directors, employees and agents (each an "Indemnified Party") harmless from and against any claim, cause of action, liability, damage, cost or expense ("Liabilities") to which the Indemnified Party becomes subject to as a result of third party claims (including reasonable attorneys' fees and court or proceeding costs) brought against the Indemnified Party, and any costs or expenses (including reasonable attorneys' and consulting fees) and penalties incurred by Indemnified Party in connection with any

governmental investigation, audit, breach notification and remediation required by federal, state or local law, which arise as a result of: (i) the material breach of this Agreement by the Indemnifying Party or its subcontractors; or (ii) the gross negligence or willful misconduct of the Indemnifying Party, except to the extent such Liabilities were caused by the Indemnified Party. A party entitled to indemnification under this Section shall give prompt written notification to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third-party claim or governmental investigation or audit for which Indemnification is sought, subject to applicable confidentiality constraints.

7. **Disclaimer**. CE makes no warranty or representation that compliance by Associate with this Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

8. **Certification**. To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Agreement.

9. **Amendment to Comply with Law**. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that, regardless of the terms of this Agreement, throughout the Term of this Agreement, each party shall continue to abide by all applicable laws, rules, and regulations.

10. **Assistance in Litigation or Administrative Proceedings**. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to CE, at CE's sole cost and expense, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

11. **No Third Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

12. **Effect on Franchise Agreement**. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Franchise Agreement shall remain in force and effect.

13. **Interpretation**. The provisions of this Agreement shall prevail over any provisions in the Franchise Agreement that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Franchise Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

14. **Survival**. The obligations of Associate under Sections 2(h), 5, and 6 shall survive the termination or earlier expiration of this Agreement.

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

COVERED ENTITY

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

BUSINESS ASSOCIATE: ONE ENDO FRANCHISE DEVELOPMENT LLC

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

BUSINESS ASSOCIATE: DENTAL HEALTH GROUP OF CONNECTICUT LLC

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

BUSINESS ASSOCIATE: DENTAL HEALTH GROUP OF NORWALK LLC

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

BUSINESS ASSOCIATE: DENTAL HEALTH GROUP OF WESTCHESTER LLC

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

BUSINESS ASSOCIATE: SURFCT.COM INC.

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

BUSINESS ASSOCIATE: ONE ENDO SUPPORT SERVICES LLC

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

BUSINESS ASSOCIATE: ONE ENDO CT LLC

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

BUSINESS ASSOCIATE: ONE ENDO NY LLC

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

EXHIBIT J
TO ONE ENDO FRANCHISE DEVELOPMENT, LLC FRANCHISE AGREEMENT

ADDENDUM TO FRANCHISE AGREEMENT (ARTICLE XIV)

This Addendum to Franchise Agreement (this "Addendum") is executed on _____, and is intended to be a part of, and by this reference is incorporated into, that certain Franchise Agreement (the "Franchise Agreement") dated _____, between One Endo Franchise Development LLC, a Connecticut limited liability company, as Franchisor, and _, as Franchisee. Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

1. Section 14.1 of the Franchise Agreement is deleted in its entirety and replaced with the following:

"**In-Term Covenants.** Franchisee and its Owners may render services to a Competitive Business up to the deadline to open the Franchised Business ("**Ramp-Up Period**"). The Ramp-Up Period will be extended to the extent necessary for Franchisee to complete any procedure that began prior to the Opening Date. Franchisee and its Owners will not otherwise render services to a Competitive Business during the Term of this Agreement. Except during the Ramp-Up Period, Franchisee and its Owners will not divert or attempt to divert any present or prospective One Endo customer to any Competitive Business, by direct or indirect inducement or otherwise. Franchisee and its Owners will not, during the Term, hold an interest in a Competitive Business, whether as an investor, partner, lender, director, officer, or member.

2. Section 14.2 of the Franchise Agreement is deleted in its entirety and replaced with the following

"**Non-Competition After Transfer, Expiration or Termination of Agreement.** Except as Franchisor otherwise approves in writing, commencing upon the date of: (i) the termination or expiration of this Agreement; (ii) the occurrence of any assignment during the Term; (iii) the cessation of an Owner's relationship with Franchisee; or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 14.2, and continuing for an uninterrupted period of two (2) years thereafter, Franchisee and each Owner will not, without Franchisor's prior written consent, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal Entity, own, maintain, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any Competitive Business within a five (5) mile radius from the Franchised Location. The covenants of this Section 14.2 survive the termination or expiration of this Agreement."

3. Section 14.3 of the Franchise Agreement is deleted in its entirety and replaced with the following:

"**Remedies.** If Franchisee violates the covenants of this Article XIV, even if such violation is based upon a claim that the laws of any particular jurisdiction excuse such non-compliance or make any provision in this Article XIV unenforceable in whole or in part, and provided that the jurisdiction in which the Franchised Business is located permits, Franchisee hereby separately covenants and agrees that Franchisor is entitled to equitable relief and to recover monetary damages from Franchisee to maximum extent permitted by Applicable Law. The covenants of this Article XIV survive the termination or expiration of this Agreement."

4. Section 14.4 of the Franchise Agreement is deleted in its entirety and replaced with the following:

"**Confidential Information.** Franchisee shall not, during the Initial Term or any Renewal Term or upon termination,

expiration or nonrenewal, divulge to any other person or entity any information or knowledge concerning the methods of operation used in a Franchised Business nor shall Franchisee disclose or divulge any trade secrets of Franchisor or its Affiliates."

5. Section 14.5 of the Franchise Agreement is deleted in its entirety and replaced with the following:

"**Unenforceability of Covenants.** The Parties agree that the covenants in this Article XIV are reasonable and independent of any other covenant in this Agreement. If a court having jurisdiction holds that a covenant in this Article is invalid or unenforceable in any unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed with the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated and made a part of this Article XIV."

6. Section 14.6 of the Franchise Agreement is deleted in its entirety and replaced with the following:

"**Injunctive Relief.** Franchisee acknowledges that the foregoing restrictions are reasonable, are not vague or indefinite, and are designed to protect the legitimate business interests of Franchisor, and that in the event of a breach of the covenants contained in this Article XIV, the damage to Franchisor would be difficult to ascertain, and in addition to the liquidated damages payable to Franchisor as hereinafter provided for the breach of any or all of said covenants, Franchisor shall be entitled to seek injunctive and/or other equitable relief against the violation of any said covenants, together with reasonable attorneys' fees and costs without the requirement of posting a bond."

7. Section 14.7 is added and provides as follows:

"Enforceability. Covenants contained in this Article XIV shall be construed as severable and independent and shall be interpreted and applied consistent with the requirements of reasonableness and equity. Any judicial reformation of these covenants consistent with this interpretation shall be enforceable as though contained herein and shall not affect any other provisions or terms of this Agreement."

8. **Ratification Of Franchise Agreement**. Except as herein amended, the terms of the Franchise Agreement are hereby ratified, confirmed and approved.

9. **Successors And Assigns**. This Addendum shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Franchisee and their respective, heirs, executors, administrators, and its successors and assigns.

10. **Entire Agreement**. This Addendum contains all of the terms and conditions agreed upon by the Parties concerning the subject matter of this Addendum. No other agreements concerning the subject matter of this Addendum, written or oral, shall be deemed to exist or to bind either of the Parties and all prior agreements, understandings and representations, regarding the subject matter of this Addendum are merged into this Addendum and superseded by this Addendum.

11. **Counterparts And Electronic Copies**. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures transmitted electronically or by facsimile shall be deemed original signatures. Electronic copies of this Addendum shall constitute and be deemed an original copy of this Addendum for all purposes, provided that the electronic copies are fully executed, dated and identical in form to the original hard copy version of this Addendum.

The Parties consider this Addendum to be signed as of the Effective Date.

FRANCHISOR:
ONE ENDO FRANCHISE DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

EXHIBIT D

FRANCHISED OUTLETS
(As of December 31, 2025)

None

LIST OF CURRENT FRANCHISEES WHO HAVE SIGNED AGREEMENTS BUT HAVE NOT OPENED THEIR FRANCHISED OUTLET

Owners	Address	Telephone Number
Dr. Laura Steff	5904 Old Harding Pike, Nashville, TN 37205	(646) 612-0093

FRANCHISEES HAVE LEFT THE FRANCHISE SYSTEM AS OF DECEMBER 31, 2025:

None

LICENSEE

Dr. Alexa Martin, DMD	435 North Bedford Drive, #215 Beverly Hills, CA 90210	310-278-5403

EXHIBIT E

FINANCIAL STATEMENTS

ONE ENDO FRANCHISE DEVELOPMENT, LLC

GREENWICH, CONNECTICUT

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2025 AND 2024

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INDEPENDENT AUDITORS' REPORT

To the Members of
One Endo Franchise Development, LLC
Greenwich, Connecticut

Opinion

We have audited the accompanying financial statements of One Endo Franchise Development, LLC (a Connecticut Limited Liability Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of loss, members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of One Endo Franchise Development, LLC as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 One Endo Franchise Development, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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 judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement 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 One Endo Franchise Development, LLC's internal control. Accordingly, no such opinion is expressed.

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

- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about One Endo Franchise Development, LLC's ability to continue as a going concern for a reasonable period of time.

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

Ratz, Selig & Zeronda, CPAs, L.L.P.

Albany, New York
March 3, 2026

ONE ENDO FRANCHISE DEVELOPMENT, LLC

BALANCE SHEETS
DECEMBER 31, 2025 AND 2024

ASSETS	**2025**	**2024**
CURRENT ASSETS:		
Cash (Note 1)	$ 74	$ 43,662
Accounts receivable (Notes 1 and 2)	35,000	35,000
Prepaid expenses	3,090	-
Total current assets	$ 38,164	$ 78,662
TOTAL ASSETS	**$ 38,164**	**$ 78,662**
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable	$ 54,297	$ 33,942
Due to member (Note 3)	18,000	-
Deferred revenue (Notes 1 and 2)	3,849	7,260
Total current liabilities	$ 76,146	$ 41,202
LONG-TERM LIABILITIES:		
Deferred revenue (Notes 1 and 2)	64,151	64,240
TOTAL LIABILITIES	$ 140,297	$ 105,442
MEMBERS' DEFICIT	$ (102,133)	$ (26,780)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	**$ 38,164**	**$ 78,662**

See notes to the financial statements

ONE ENDO FRANCHISE DEVELOPMENT, LLC

STATEMENTS OF LOSS
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
PRE-OPENING SERVICES REVENUE (Note 1):	$ 3,500	$ 3,500
OPERATING EXPENSES:		
Consulting (Note 3)	$ 72,000	$ 72,408
Website and information technology maintenance (Note 3)	34,469	36,000
Legal and accounting	32,297	62,830
Advertising (Notes 1 and 3)	13,487	6,702
Licenses and permits	1,965	2,875
Bank charges	350	422
Other professional services	-	25,000
Meals	-	5,815
Travel	-	2,912
Total operating expenses	$ 154,568	$ 214,964
NET LOSS	**$ (151,068)**	**$ (211,464)**

See notes to the financial statements

ONE ENDO FRANCHISE DEVELOPMENT, LLC

STATEMENTS OF MEMBERS' DEFICIT
YEARS ENDED DECEMBER 31, 2025 AND 2024

	Masa Group, LLC	OE Growth Enterprises, LLC	Total Deficit
Balance - January 1, 2024	$ (104,070)	$ (44,601)	$ (148,671)
Contributions	233,500	99,855	333,355
Net Loss	(148,025)	(63,439)	(211,464)
Balance - December 31, 2024	$ (18,595)	$ (8,185)	$ (26,780)
Contributions	53,000	22,715	75,715
Net Loss	(105,748)	(45,320)	(151,068)
Balance - December 31, 2025	**$ (71,343)**	**$ (30,790)**	**$ (102,133)**

See notes to the financial statements

ONE ENDO FRANCHISE DEVELOPMENT, LLC

STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2025 AND 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (151,068)	$ (211,464)
Adjustments to reconcile net income to net cash provided by operating activities:		
Change in operating assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	-	-
Prepaid expenses	(3,090)	8,000
Increase (decrease) in:		
Accounts payable	20,355	(95,458)
Deferred revenue	(3,500)	(3,500)
Net cash applied to operating activities	$ (137,303)	$ (302,422)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from member loan	$ 18,000	$ -
Member contributions	75,715	333,355
Net cash provided by financing activities	$ 93,715	$ 333,355
NET INCREASE (DECREASE) IN CASH	$ (43,588)	$ 30,933
CASH - BEGINNING	43,662	12,729
CASH - END	**$ 74**	**$ 43,662**

See notes to the financial statements

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Business Activities

One Endo Franchise Development, LLC (the Franchisor or Company) was formed in the state of Connecticut on September 21, 2022. The Franchisor offers franchises under the "One Endo" trade name for the development of dental practices which specialize in endodontics and provide other endodontic and dental procedures and services using the latest technology to empower patients to achieve their healthiest smiles. The Franchisor licensed the right to use trademarks in connection with the offer, sale, and support of franchise businesses from a related party, MASA IP LLC, under a nonexclusive and royalty-free perpetual license agreement. In addition, the Franchisor has a perpetual royalty-free license agreement for its website domain with another related party, One Endo Franchise Development IP LLC.

The total estimated initial investment necessary to begin operation of a One Endo franchise practice ranges from $785,100 to $1,298,800. This amount includes a $75,000 initial franchise fee, which is non-refundable and fully payable upon execution of the franchise agreement. The term of the franchise agreement is twenty years, and a renewal option is available to franchisees in accordance with the Franchise Disclosure Document. The franchisee may pay a renewal fee of up to half of the then current initial franchise fee to enter into a new franchise agreement, in the then-current form that is being offered to prospective franchisees, for one renewal term consisting of a five or ten year period, all of which is at the discretion of the Franchisor. In addition, a franchisee is required to pay monthly both a royalty fee (currently $6,000 per month with annual percentage increases according to the U.S. Consumer Price Index) and marketing fund contribution (between $1,000 and $1,500 per month as determined by the Franchisor) to the Franchisor.

When an individual franchise is sold, the Franchisor agrees to provide certain services to the franchisee. Generally, these services include assistance with site selection, marketing, training personnel, prototype plans and specifications relating to real property improvements and personal property acquisitions, lists of suppliers for goods and services, and guidelines for operations. The Franchisor is also obligated by the franchise agreement to provide post-opening, ongoing assistance which includes operational guidelines, general advisory assistance, specifications for advertising and marketing, updates to designated suppliers, and additional training as needed.

At December 31, 2025 and 2024, there were five One Endo practices in operation in New York and Connecticut that were all owned by related entities, and originated in 2021 (three) and 2024 (two). The Franchisor entered into its first franchise agreement effective October 28, 2023 with an entity and territory located in Florida. The franchisee was required to open its business no later than 450 days after the agreement effective date (refer to Note 4).

b) Basis of Accounting

The financial statements of the Franchisor are prepared on the accrual basis of accounting.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

c) Management's Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates. These differences may be material.

d) Concentrations of Credit Risk

The Franchisor maintains cash balances with a major financial institution that at times may exceed the federally insured limit. The Company's uninsured cash balances totaled $0 at December 31, 2025. There is a concentration of credit risk associated with a trade receivable since it is owed by one franchisee.

e) Cash

For purposes of the statements of cash flows, the Franchisor considers all highly-liquid debt instruments purchased with a maturity of three months or less to be cash.

f) Accounts Receivable

Accounts receivable are carried at their estimated collectible amounts. Credit is generally extended on a short-term basis; thus, accounts receivable do not bear interest. An allowance for credit losses is maintained based on historical experience adjusted for current conditions and reasonable forecasts considering economic factors and specific collection issues. The Company evaluates its allowance, if any, as one portfolio segment. On a continuing basis, customer data is reviewed to analyze past-due status and evaluate the adequacy of the allowance for credit losses; actual write-offs would be charged against the allowance. As of December 31, 2025 and 2024, no allowance for doubtful accounts was established.

g) Revenue Recognition

Revenues for the Franchisor will be disaggregated into the following revenue streams: initial franchise fees, renewal fees, royalty fees, marketing fees, and other miscellaneous fees. The Company uses an output method to generally recognize revenue over time, based on the fulfillment of the performance obligations of the Franchisor.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Revenue Recognition (Cont.)

In recognizing initial franchise fee revenue explained under Business Activities above, the Company has elected to apply the practical expedient to account for certain pre-opening services performed for franchisees as distinct from the franchise license (including related post-opening services) itself, and also has made an accounting policy election to account for all such pre-opening services as a single performance obligation. The franchise fee revenue has been allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of the performance obligation related to pre-opening activities deemed to be distinct based on cost plus an applicable margin, and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to pre-opening activities is recognized when (or as) these services are performed. Revenue allocated to franchise rights and ongoing services is deferred until the One Endo practice opening date, and recognized on a straight-line basis over the term of the agreement, as this ensures that revenue recognition aligns with the customer's access to the franchise right.

A franchisee is required to pay a monthly royalty fee as stipulated in the Franchise Disclosure Document which currently amounts to $6,000 per month, and commences upon the earlier of twelve months after the franchisee signs a lease for the franchised location or eighteen months after the franchise agreement effective date. There is an annual increase in the monthly royalty amount at the anniversary of the franchise agreement effective date, according to the percentage increase in the Consumer Price Index, published by the U.S. Department of Labor Statistics or any successor index, for the metropolitan area surrounding the franchised location for the period most comparable to the yearly anniversary date. Royalty fee revenue is recognized by the Franchisor over the term of the franchise agreement.

A marketing fund to benefit franchisees will be used for media development, public relations, content development, and advertising that generally will be placed in regional media and online. The franchisee is required to pay a marketing fund contribution (at the same time as the royalty) to the Franchisor at a minimum of $1,000 per month, with the Franchisor reserving the right to increase the monthly contribution up to $1,500 after the first twenty-four months of the franchise term. Revenue from the marketing fund is recognized to the extent of advertising expenditures in a calendar year. In addition, the franchisee is also required to spend between $1,000 and $1,500 per month (the amount is subject to the discretion of the Franchisor) on local advertising and marketing, which the Franchisee reports to the Franchisor on a quarterly basis. If the franchisee doesn't spend the required monthly minimum on local advertising and marketing, then its required to pay the amount of deficiency to the Franchisor as a marketing fund contribution.

Other miscellaneous fees would include supplemental fees for items such as an annual conference, late payment, additional training, on-site location evaluation, relocation, or practice management system service and upgrades. These fees would be recognized at the point in time that the service was provided.

h) Advertising

Advertising costs are expensed as incurred. Total advertising expense was $13,487 and $6,702 for the years ended December 31, 2025 and 2024.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

i) Income Taxes

The Franchisor has elected to be treated as a partnership under the Internal Revenue Code for both federal and state income tax purposes. Under this election, the income or loss of the partnership generally flows through to the partners to be taxed at the individual level rather than the partnership level.

Company management evaluates income tax positions taken or expected to be taken on its income tax returns. Management considers the likelihood that, upon examination by relevant taxing authorities, those income tax positions would be sustained. Based on that evaluation, if it was more than 50% probable that a material amount of income tax would be imposed at the entity level upon examination by the relevant taxing authorities, a liability would be recognized in the accompanying balance sheet along with any interest and penalties that would result from that assessment. Should any such penalties and interest be incurred, the Company's policy would be to recognize them as operating expenses.

For the years ended December 31, 2025 and 2024, the Company has no material uncertain tax positions to be accounted for in the financial statements. Further, no interest or penalties related to unrecognized tax benefits have been accrued or charged to expense as of December 31, 2025 and 2024 and for the years then ended.

The federal and state income tax returns of the Company could be subject to examination by the respective taxing authorities (generally for three years after they are filed).

j) Reclassifications

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

k) Subsequent Events

The Franchisor has evaluated subsequent events through March 3, 2026, which is the date the financial statements were available to be issued. Subsequent events are detailed in Note 4.

2) ACCOUNTS RECEIVABLE AND DEFERRED REVENUE

Accounts receivable and deferred revenue consist of the following:

	12/31/2025	12/31/2024	1/1/2024
Accounts receivable	$ 35,000	$ 35,000	$ 35,000
Less: allowance for doubtful accounts	-	-	-
ACCOUNT RECEIVABLE - NET	**$ 35,000**	**$ 35,000**	**$ 35,000**
Deferred revenue - current portion	$ 3,849	$ 7,260	$ -
Deferred revenue - net of current portion	64,151	64,240	75,000
DEFERRED REVENUE - TOTAL	**$ 68,000**	**$ 71,500**	**$ 75,000**

The trade receivable amount has been included as part of deferred revenue on the balance sheet at December 31, 2025 and 2024, given the timing of revenue recognition for the initial franchisee fee under the franchise agreement executed on October 28, 2023.

3) RELATED PARTY TRANSACTIONS

The Franchisor incurred consulting fees in the amount of $72,000 and $72,000 from member OE Growth Enterprises, LLC, and $0 and $408 from member Masa Group, LLC, for the years ended December 31, 2025 and 2024. The portion included in accounts payable was $30,000 and $12,000 for OE Growth Enterprises, LLC at December 31, 2025 and 2024. In addition, the sole member of OE Growth Enterprises, LLC owns a related entity that received $8,755 and $5,600 for advertising and marketing, and $34,469 and $36,000 for website and information technology maintenance, during the years ended December 31, 2025 and 2024. The portion included in accounts payable was $8,755 and $0 for this related entity of OE Growth Enterprises, LLC at December 31, 2025 and 2024.

In 2025 the Franchisor received a short-term loan advance in the amount of $18,000 from member Masa Group, LLC, which was outstanding as of December 31, 2025.

4) SUBSEQUENT EVENTS

The Franchisor anticipates the franchisee will open its location in March 2026.

ONE ENDO FRANCHISE DEVELOPMENT, LLC

MAMARONECK, NEW YORK

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2024 AND 2023

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LUTZ, SELIG & ZERONDA, CPAs, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Members of
One Endo Franchise Development, LLC
Mamaroneck, New York

Opinion

We have audited the accompanying financial statements of One Endo Franchise Development, LLC (a Connecticut Limited Liability Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of loss, members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of One Endo Franchise Development, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 One Endo Franchise Development, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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 judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement 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 One Endo Franchise Development, LLC's internal control. Accordingly, no such opinion is expressed.

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

- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about One Endo Franchise Development, LLC's ability to continue as a going concern for a reasonable period of time.

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

Latham, New York
April 29, 2025

ONE ENDO FRANCHISE DEVELOPMENT, LLC

BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

ASSETS	**2024**	**2023**
CURRENT ASSETS:		
Cash (Note 1)	$ 43,662	$ 12,729
Accounts receivable (Notes 1 and 2)	35,000	35,000
Prepaid expenses	-	8,000
Total current assets	$ 78,662	$ 55,729
TOTAL ASSETS	**$ 78,662**	**$ 55,729**
LIABILITIES AND MEMBERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable	$ 33,942	$ 129,400
Deferred revenue (Notes 1 and 2)	7,260	-
Total current liabilities	$ 41,202	$ 129,400
LONG-TERM LIABILITIES:		
Deferred revenue (Notes 1 and 2)	$ 64,240	$ 75,000
TOTAL LIABILITIES	$ 105,442	$ 204,400
MEMBERS' DEFICIT	$ (26,780)	$ (148,671)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	**$ 78,662**	**$ 55,729**

See notes to the financial statements

ONE ENDO FRANCHISE DEVELOPMENT, LLC

STATEMENTS OF LOSS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
PRE-OPENING SERVICES REVENUE (Note 1):	$ 3,500	$ -
OPERATING EXPENSES:		
Consulting (Note 3)	$ 72,408	$ 52,850
Legal and accounting	62,830	228,236
Website and information technology maintenance	36,000	15,000
Other professional services	25,000	-
Advertising (Notes 1 and 3)	6,702	25,069
Meals	5,815	1,852
Travel	2,912	-
Licenses and permits	2,875	4,206
Bank charges	422	108
Total operating expenses	$ 214,964	$ 327,321
NET LOSS	**$ (211,464)**	**$ (327,321)**

See notes to the financial statements

ONE ENDO FRANCHISE DEVELOPMENT, LLC

STATEMENTS OF MEMBERS' DEFICIT
YEARS ENDED DECEMBER 31, 2024 AND 2023

	Masa Group, LLC	OE Growth Enterprises, LLC	Total Deficit
Balance - January 1, 2023	$ (15,645)	$ (6,705)	$ (22,350)
Contributions	140,700	60,300	201,000
Net Loss	(229,125)	(98,196)	(327,321)
Balance - December 31, 2023	$ (104,070)	$ (44,601)	$ (148,671)
Contributions	233,500	99,855	333,355
Net Loss	(148,025)	(63,439)	(211,464)
Balance - December 31, 2024	**$ (18,595)**	**$ (8,185)**	**$ (26,780)**

See notes to the financial statements

ONE ENDO FRANCHISE DEVELOPMENT, LLC

STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (211,464)	$ (327,321)
Adjustments to reconcile net income to net cash provided by operating activities:		
Change in operating assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	-	(35,000)
Prepaid expenses	8,000	(8,000)
Increase (decrease) in:		
Accounts payable	(95,458)	129,400
Accrued expenses	-	(22,350)
Deferred revenue	(3,500)	75,000
Net cash applied to operating activities	$ (302,422)	$ (188,271)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Member contributions	$ 333,355	$ 201,000
Net cash provided by financing activities	$ 333,355	$ 201,000
NET INCREASE IN CASH	$ 30,933	$ 12,729
CASH - BEGINNING	12,729	-
CASH - END	**$ 43,662**	**$ 12,729**

See notes to the financial statements

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Business Activities

One Endo Franchise Development, LLC (the Franchisor or Company) was formed in the state of Connecticut on September 21, 2022. The Franchisor offers franchises under the "One Endo" trade name for the development of dental practices which specialize in endodontics and provide other endodontic and dental procedures and services using the latest technology to empower patients to achieve their healthiest smiles. The Franchisor licensed the right to use trademarks in connection with the offer, sale, and support of franchise businesses from a related party, MASA IP LLC, under a nonexclusive and royalty-free perpetual license agreement. In addition, the Franchisor has a perpetual royalty-free license agreement for its website domain with another related party, One Endo Franchise Development IP LLC.

The total estimated initial investment necessary to begin operation of a One Endo franchise practice ranges from $885,600 to $1,559,025. This amount includes a $75,000 initial franchise fee, which is non-refundable and fully payable upon execution of the franchise agreement. The term of the franchise agreement is twenty years, and a renewal option is available to franchisees in accordance with the Franchise Disclosure Document. The franchisee may pay a renewal fee of up to half of the then current initial franchise fee to enter into a new franchise agreement, in the then-current form that is being offered to prospective franchisees, for one renewal term consisting of a five or ten year period, all of which is at the discretion of the Franchisor. In addition, a franchisee is required to pay monthly both a royalty fee (currently $6,000 per month with annual percentage increases according to the U.S. Consumer Price Index) and marketing fund contribution (between $1,000 and $1,500 per month as determined by the Franchisor) to the Franchisor.

When an individual franchise is sold, the Franchisor agrees to provide certain services to the franchisee. Generally, these services include assistance with site selection, marketing, training personnel, prototype plans and specifications relating to real property improvements and personal property acquisitions, lists of suppliers for goods and services, and guidelines for operations. The Franchisor is also obligated by the franchise agreement to provide post-opening, ongoing assistance which includes operational guidelines, general advisory assistance, specifications for advertising and marketing, updates to designated suppliers, and additional training as needed.

At December 31, 2024 and 2023, there were three One Endo practices in operation in New York and Connecticut that were all owned by related entities, and originated in 2021. The Franchisor entered into its first franchise agreement effective October 28, 2023 with an entity and territory located in Florida. The franchisee is required to open its business no later than 450 days after the agreement effective date.

b) Basis of Accounting

The financial statements of the Franchisor are prepared on the accrual basis of accounting.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

c) Management's Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates. These differences may be material.

d) Concentrations of Credit Risk

The Franchisor maintains cash balances with a major financial institution which at times may exceed the federally insured limit. There is a concentration of credit risk associated with a trade receivable since it is owed by one franchisee.

e) Cash

For purposes of the statements of cash flows, the Franchisor considers all highly-liquid debt instruments purchased with a maturity of three months or less to be cash.

f) Accounts Receivable

Accounts receivable are carried at their estimated collectible amounts. Credit is generally extended on a short-term basis; thus, accounts receivable do not bear interest. An allowance for credit losses is maintained based on historical experience adjusted for current conditions and reasonable forecasts considering economic factors and specific collection issues. The Company evaluates its allowance, if any, as one portfolio segment. On a continuing basis, customer data is reviewed to analyze past-due status and evaluate the adequacy of the allowance for credit losses; actual write-offs would be charged against the allowance. As of December 31, 2024 and 2023, no allowance for doubtful accounts was established.

g) Revenue Recognition

Revenues for the Franchisor will be disaggregated into the following revenue streams: initial franchise fees, renewal fees, royalty fees, marketing fees, and other miscellaneous fees. The Company uses an output method to generally recognize revenue over time, based on the fulfillment of the performance obligations of the Franchisor.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Revenue Recognition (Cont.)

In recognizing initial franchise fee revenue explained under Business Activities above, the company has elected to apply the practical expedient to account for certain pre-opening services performed for franchisees as distinct from the franchise license (including related post-opening services) itself, and also has made an accounting policy election to account for all such pre-opening services as a single performance obligation. The franchise fee revenue has been allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of the performance obligation related to pre-opening activities deemed to be distinct based on cost plus an applicable margin, and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to pre-opening activities is recognized when (or as) these services are performed. Revenue allocated to franchise rights and ongoing services is deferred until the One Endo practice opening date, and recognized on a straight-line basis over the term of the agreement, as this ensures that revenue recognition aligns with the customer's access to the franchise right.

A franchisee is required to pay a monthly royalty fee as stipulated in the Franchise Disclosure Document which currently amounts to $6,000 per month, and commences upon the earlier of twelve months after the franchisee signs a lease for the franchised location or eighteen months after the franchise agreement effective date. There is an annual increase in the monthly royalty amount at the anniversary of the franchise agreement effective date, according to the percentage increase in the Consumer Price Index, published by the U.S. Department of Labor Statistics or any successor index, for the metropolitan area surrounding the franchised location for the period most comparable to the yearly anniversary date. Royalty fee revenue is recognized by the Franchisor over the term of the franchise agreement.

A marketing fund to benefit franchisees will be used for media development, public relations, content development, and advertising that generally will be placed in regional media and online. The franchisee is required to pay a marketing fund contribution (at the same time as the royalty) to the Franchisor at a minimum of $1,000 per month, with the Franchisor reserving the right to increase the monthly contribution up to $1,500 after the first twenty-four months of the franchise term. Revenue from the marketing fund is recognized to the extent of advertising expenditures in a calendar year. In addition, the franchisee is also required to spend between $1,000 and $1,500 per month (the amount is subject to the discretion of the Franchisor) on local advertising and marketing, which the Franchisee reports to the Franchisor on a quarterly basis. If the franchisee doesn't spend the required monthly minimum on local advertising and marketing, then its required to pay the amount of deficiency to the Franchisor as a marketing fund contribution.

Other miscellaneous fees would include supplemental fees for items such as an annual conference, late payment, additional training, on-site location evaluation, relocation, or practice management system service and upgrades. These fees would be recognized at the point in time that the service was provided.

h) Advertising

Advertising costs are expensed as incurred. Total advertising expense was $6,702 and $25,069 for the years ended December 31, 2024 and 2023.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

i) Income Taxes

The Franchisor has elected to be treated as a partnership under the Internal Revenue Code for both federal and state income tax purposes. Under this election, the income or loss of the partnership generally flows through to the partners to be taxed at the individual level rather than the partnership level.

Company management evaluates income tax positions taken or expected to be taken on its income tax returns. Management considers the likelihood that, upon examination by relevant taxing authorities, those income tax positions would be sustained. Based on that evaluation, if it was more than 50% probable that a material amount of income tax would be imposed at the entity level upon examination by the relevant taxing authorities, a liability would be recognized in the accompanying balance sheet along with any interest and penalties that would result from that assessment. Should any such penalties and interest be incurred, the Company's policy would be to recognize them as operating expenses.

For the years ended December 31, 2024 and 2023, the Company has no material uncertain tax positions to be accounted for in the financial statements. Further, no interest or penalties related to unrecognized tax benefits have been accrued or charged to expense as of December 31, 2024 and 2023 and for the years then ended.

The federal and state income tax returns of the Company could be subject to examination by the respective taxing authorities (generally for three years after they are filed).

j) Reclassifications

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

k) Subsequent Events

The Franchisor has evaluated subsequent events through April 29, 2025, which is the date the financial statements were available to be issued. Subsequent events are detailed in Note 4.

2) ACCOUNTS RECEIVABLE AND DEFERRED REVENUE

Accounts receivable and deferred revenue consist of the following:

	12/31/2024	12/31/2023	1/1/2023
Accounts receivable	$ 35,000	$ 35,000	$ -
Less: allowance for doubtful accounts	-	-	-
ACCOUNT RECEIVABLE - NET	**$ 35,000**	**$ 35,000**	**$ -**
Deferred revenue - current portion	$ 7,260	$ -	$ -
Deferred revenue - net of current portion	64,240	75,000	-
DEFERRED REVENUE - TOTAL	**$ 71,500**	**$ 75,000**	**$ -**

The trade receivable amount has been included as part of deferred revenue on the balance sheet at December 31, 2024 and 2023, given the timing of revenue recognition for the initial franchisee fee under the franchise agreement executed on October 28, 2023.

3) RELATED PARTY TRANSACTIONS

The Franchisor incurred consulting fees in the amount of $72,000 and $52,850 from member OE Growth Enterprises, LLC, and $408 and $0 from member Masa Group, LLC, for the years ended December 31, 2024 and 2023. The portion included in accounts payable was $12,000 and $6,000 for OE Growth Enterprises, LLC at December 31, 2024 and 2023. In addition, the sole member of OE Growth Enterprises, LLC owns a related entity that received $5,600 and $25,069 for advertising and marketing, and $36,000 and $15,000 for website and information technology maintenance, during the years ended December 31, 2024 and 2023.

4) SUBSEQUENT EVENTS

The Franchisor anticipates the franchisee will open its location in October 2025.

EXHIBIT F

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EXHIBIT F
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OPERATIONS MANUAL

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EXHIBIT G

GENERAL RELEASE AGREEMENT

GENERAL RELEASE AGREEMENT

This General Release Agreement ("**Release Agreement**") is effective _____ (the "Effective Date"), between One Endo Franchise Development LLC, a Connecticut limited liability company (**"Franchisor"**), on the one hand, and _____ a _____, a _____ (**"Franchisee"**), and _____ ("**Owner**"), on the other hand, who are collectively referred to in this Release Agreement as the "**Releasing Parties**", with reference to the following facts:

A. Franchisor and Franchisee are parties to a Franchise Agreement and related ancillary agreements dated _____ (collectively, the "**Franchise Agreement**") pursuant to which Franchisor granted Franchisee a license (the "**License**") to use the service mark and trade name "**One Endo**" and other related trademarks, service marks, logos and commercial symbols (the "**One Endo Marks**") and the "**One Endo System**" (the "**System**") in connection with the operation of a One Endo practice (the "**One Endo Practice**") located at _____ (the "**Franchised Location**").

B. Franchisee wants to enter into a _____.

C. This Release Agreement has been requested at a juncture in the relationship of the parties where Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a "clean slate" and that there are no outstanding Claims against it. Releasing Parties, therefore, give this Release Agreement as consideration for receiving the agreement of Franchisor to an anticipated change or expansion of the relationship between the parties. Releasing Parties acknowledge that this Release Agreement is intended to wipe the slate clean.

NOW, THEREFORE, IT IS AGREED:

1. **Definitions**. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

1.1 "**Claims**" means all actual and alleged claims, demands, Losses, charges, agreements (whether written or oral), covenants, responsibilities, warranties, obligations, contracts (whether oral or written), debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys' fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, whatsoever, whether known or unknown, matured or unmatured, accrued or unaccrued, suspected or unsuspected, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, and whether or not asserted, threatened, alleged, or litigated, at law, equity, or otherwise.

1.2 "**Constituents**" means past, present and future affiliates, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each

of the foregoing.

1.3 "**Excluded Matters**" means Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Franchise Agreement on and after the date of this Release Agreement.

1.4 "**Franchisor Released Parties**" means Franchisor; OE Growth Enterprises, LLC, a Connecticut limited liability company, Masa Group, LLC, a New York limited liability company, One Endo Support Services, LLC, a New York limited liability company, One Endo CT, LLC, a Connecticut limited liability company, Dental Health Group of Connecticut, LLC, a Connecticut limited liability company, Dental Health Group of Norwalk, LLC, a Connecticut limited liability company, One Endo NY, LLC, a New York limited liability company, Dental Health Group of Westchester, PLLC, a New York professional service limited liability company, MASA IP, LLC, a New York limited liability company, SurfCT.com, Inc., a Connecticut corporation, and each of their Constituents.

1.5 "**Losses**" means all damages, debts, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, all interest thereon, all costs and expenses of investigating any Claim, reference proceeding, lawsuit or arbitration and any appeal therefrom, all actual attorneys' fees incurred in connection therewith, whether or not such Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid incident to any compromise or settlement of any such Claim, reference proceeding, lawsuit or arbitration.

2. **General Release Agreement**. Releasing Parties, for themselves and their Constituents, hereby release and forever discharge Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, including, without limitation any and all Claims which relate to the Franchise Agreement, the One Edo Practice, the One Endo System, the License, the One Endo Marks, and the Franchised Location, or to any other agreement entered into prior to the Effective Date between Franchisor Released Parties, on the one hand, and Releasing Parties, on the other hand, except for the Excluded Matters and obligations under this Release Agreement. This waiver, release and discharge is effective immediately in its fullest and most comprehensive sense.

3. **[CALIFORNIA] WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE**

3.1 **Section 1542 of the California Civil Code**. Releasing Parties, for themselves and their Constituents, acknowledge that they are familiar with Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3.2 **Waiver**. With respect to those Claims being released pursuant to Section 2, Releasing Parties, for themselves and their Constituents, acknowledge that they are releasing unknown Claims and waive all rights they have or may have under § 1542 of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this § 3, Releasing Parties shall be considered to be creditors of the Franchisor Released Parties, and each of them.

4. **UNKNOWN CLAIMS.** Releasing Parties acknowledge and agree that among the wide and comprehensive range of Claims being waived, released, and discharged by this Release Agreement, they

are waiving, releasing, and discharging unknown and unsuspected Claims which, if known or suspected by Releasing Parties to exist in their favor at the time of executing this Release Agreement, may have materially affected Releasing Parties' decision to enter into this Release Agreement. It is understood by Releasing Parties that, after the Effective Date, the facts under which this Release Agreement is entered into may turn out to be other than or different from the facts Releasing Parties knew or believed to be true on the Effective Date. Releasing Parties, therefore, expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects final and effective and not subject to termination or rescission by any such difference in facts.

5. **REPRESENTATIONS AND WARRANTIES**. Releasing Parties hereby represent and warrant that, in entering into this Release Agreement, Releasing Parties: (i) are doing so freely and voluntarily, either upon the advice of counsel and business advisors of Releasing Parties' own choosing, or without such advice because Releasing Parties, free from coercion, duress or fraud, declined to obtain such advice; (ii) have read and fully understand the terms and scope of this Release Agreement; (iii) understand that this Release Agreement is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) have not assigned, transferred, or conveyed to any third party all or any part of their interest, or any contingent interest, in any of the Claims released by this Release Agreement now or in the future, and are aware of no third party who contends or claims otherwise, and shall not purport to assign, transfer, or convey any interest in any such Claim after the Effective Date.

6. **COVENANTS NOT TO SUE**. Releasing Parties hereby irrevocably covenant that they will not, directly or indirectly: (i) commence, initiate, or cause to be commenced or initiated any proceeding, claim, or demand of any kind against Franchisor Released Parties based upon any Claims released under this Release Agreement; or (ii) help any person or entity to investigate, inquire into, commence, initiate, or cause to be commenced or initiated any proceeding, claim, or demand of any kind against Franchisor Released Parties based upon any Claims released under this Release Agreement.

7. **INDEMNITY**. Without in any way limiting any of the rights and remedies otherwise available to the Franchisor Released Parties, Releasing Parties shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third-party Claims, arising directly or indirectly from or in connection with: (i) the assertion by or on behalf of Releasing Parties or their Constituents of any Claim or other matter released pursuant to this Release Agreement; (ii) the assertion by any third party of any Claim or demand against any Franchisor Released Party which Claim or demand arises directly or indirectly from, or in connection with, any Claims or other matters released pursuant to this Release Agreement; (iii) any breach of representations, warranties or covenants hereunder by Releasing Parties or its Constituents; or (iv) the Franchise Agreement, the One Endo Practice, the Franchised Location, and/or any and all claims of creditors, customers, vendors, suppliers or invitees of the One Endo Practice, or other third parties, for obligations incurred and/or acts or omissions to act by Franchisee, both prior to and following the Effective Date.

8. **GENERAL PROVISIONS.**

8.1 **Entire Agreement.** This Release Agreement together with the agreements referenced in this Agreement, represents the entire agreement between the parties. Every statement or representation previously made by a party to any other party is void. The parties have not relied on such a statement or representation when dealing with the other. This Release Agreement cannot be changed except by written agreement signed by the parties.

8.2 **No Waiver.** No delay, waiver, omission, or forbearance on the part of any party to exercise any right, option, duty, or power arising out of any breach or default by any other party of any of the

terms, provisions, or covenants of this Release Agreement, and no custom or practice by the parties at variance with the terms of this Release Agreement, shall constitute a waiver by any party to enforce any such right, option, or power as against the other parties, or as to a subsequent breach or default by the other parties.

8.3 **Successors and Legal Representatives.** This Release Agreement binds and inures to the benefit of the parties and their respective heirs, successors and (where permitted) assignees. In addition, each of Franchisor Released Parties that is not a party is a third party beneficiary of this Release Agreement, with the right to enforce this Release Agreement for his, her, or its benefit, whether acting alone or in combination with any other Franchisor Released Party.

8.4 **Severability and Validity.** If a court having jurisdiction for any reason holds a provision of this Release Agreement to be invalid or unenforceable, the parties want the court to interpret this Agreement as follows: by modifying the provision to the minimum degree necessary to make it enforceable or, if that modification is not allowed by law, by disregarding the provision; by giving effect to the rest of this Agreement.

8.5 **Interpretation.** The rule that an agreement is to be construed against the party drafting the agreement is hereby waived by the parties and shall have no applicability in construing this Release Agreement or any of its terms. The headings used in this Agreement are for convenience only and shall not be used in construing the provisions of this Release Agreement. As used in this Release Agreement, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

8.6 **Authority of Franchisor.** Franchisor represents and warrants that (i) Franchisor has the power and authority to enter into this Release Agreement and to perform its obligations under this Release Agreement without the approval or consent of any other person or entity, and (ii) the individual who executes this Release Agreement on Franchisor's behalf is duly authorized to do so without the approval or consent of any other person or entity.

8.7 **Authority of Releasing Parties.** Releasing Parties represent and warrant that (i) they have the power and authority to enter into this Release Agreement and to perform their obligations under this Release Agreement without the approval or consent of any other person or entity, and (ii) the individuals who execute this Release Agreement on Releasing Parties' behalves are duly authorized to do so without the approval or consent of any other person or entity.

8.8 **Governing Law and Venue.** Connecticut state law and procedure applies to all matters arising under or relating to this Agreement without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws. Any claim arising under or relating to this Agreement must brought exclusively in a court, whether state or federal, in Middlesex County, Connecticut. Each party consents to the court's personal and subject matter jurisdiction. In any lawsuit or proceeding in any of the above-referenced courts, each party irrevocably waives to the fullest extent permitted by the law – and must not asset, by stay of motion, as a defense or otherwise – that the lawsuit or proceeding is brought in an inconvenient forum, or that venue is improper. The parties specifically WAIVE TRIAL BY JURY.

8.9 **Attorneys' Fees**. If any legal action is brought to enforce the terms of this Release Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, and any and all costs of collection, in addition to any other relief to which that party may be entitled. The "prevailing party" means the party in whose favor a judgment, decree, or final order is rendered.

8.10 **Further Acts**. The parties agree to execute, acknowledge and deliver to any requesting

party, and to procure the execution, acknowledgment and delivery to any requesting party, of any additional documents or instruments which the requesting party may reasonably require to fully effectuate and carry out the provisions of this Release Agreement.

8.11 **Counterparts and Electronic Transmission; Electronic Signatures**. This Release Agreement may be signed in counterpart, each of which is considered an original, but all of which constitute a single instrument. Copies of this Release Agreement with signatures that have been emailed or faxed shall constitute and be deemed original copies of this Release Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Release Agreement. In addition, this Release Agreement may be signed electronically by the parties and electronic signatures appearing on this Release Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Release Agreement.

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

FRANCHISOR:
ONE ENDO FRANCHISE DEVELOPMENT, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____
[Print Name of Franchisee Entity]

By: _____
Name_____
Title:_____

OWNER:

_____
_____, an individual

_____
_____, an individual

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Dates stated below:

State	Effective Date
California	*Pending*
Illinois	*Pending*

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans

RECEIPTS

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

If One Endo Franchise Development, LLC, offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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 the franchise or other agreement or the 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 the payment of any consideration, whichever occurs first.

If One Endo Franchise Development, LLC, does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on **Exhibit B**.

The franchisor is One Endo Franchise Development, LLC, located at 5 Edgewood Avenue, 1st Floor, Greenwich, Connecticut, 06831. Its telephone number is 1-844-my1endo.

The following is the name, principal business address and telephone number of each franchise seller:

Carolyn Bolton 1453 New Haven Rd Naugatuck, CT, 06770 1-844-my1endo;	Dean Saccomanno 515 Halstead Avenue Mamaroneck, NY 10543 1-844-my1endo	Nick Mastroianni 515 Halstead Avenue, Mamaroneck, NY 10543 1-844-my1endo	Paul Vigario 1453 New Haven Rd Naugatuck, CT, 06770 1-844-my1endo

Issuance Date: June 10, 2026

I have received a disclosure document dated June 10, 2026, that included the following Exhibits:

Exhibit A: State-Specific Addenda
Exhibit B: State Administrators & Agents for Service of Process
Exhibit C: Franchise Agreement
Exhibit D: Franchised Outlets
Exhibit E: Financial Statements
Exhibit F: Operations Manual Table of Contents
Exhibit G: General Release Agreement
State Effective Dates
Receipts

Date Received:_____
(If other than date signed)

DATE: _____

Print Name: _____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

Keep this copy for your records.

RECEIPTS

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

If One Endo Franchise Development, LLC, offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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 the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If One Endo Franchise Development, LLC, does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on **Exhibit B**.

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State Effective Dates
Receipts

Date Received:_____
(If other than date signed)

DATE: _____

Print Name: _____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

Please sign, date, and return this Receipt to:
One Endo Franchise Development, LLC
5 Edgewood Avenue, 1st Floor
Greenwich, CT 06831