FRANCHISE DISCLOSURE DOCUMENT

Orthotic & Prosthetic Clinics of America Inc.
a Connecticut corporation
629 Chapel Street
New Haven, Connecticut 06511
800-870-0872
Info@opclinicsamerica.com

You will operate a business that provides orthotic, prosthetic, and pedorthic products and services to consumers under the name Orthotic & Prosthetic Clinics of America ("**OPCA**").

The total investment necessary to begin operation of a single OPCA clinic is $280,067 to $388,867. This includes $125,720 that must be paid to the franchisor or affiliate.

The total investment necessary to convert your existing Clinic to an OPCA franchised location ranges from $128,317 to $252,367. This includes $65,720 to $100,720 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of two OPCA clinics is $310,067 to $418,867. This includes $155,720 that must be paid to the franchisor or affiliate. The minimum number of units to be developed under the development agreement is two.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, Edward Kaufman, 629 Chapel Street New Haven CT 06501, or email at info@opclinicsamerica.com or telephone him at 800-870-0872.

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

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

Date of Issuance: May 21, 2026

How To Use This Franchise Disclosure Document

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 H.
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 G 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 OPCA clinic in my area?	Item 12 and the "territory" provisions in the Franchise Agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an OPCA franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What you Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation and/or arbitration in Texas. Out-of-state mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and arbitrate with us in Texas than in your home state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. The guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

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.

TABLE OF CONTENTS

EXHIBITS

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

To simplify the language in this disclosure document, the words "we," "our," "OPCA", and/or "us" refer to Orthotic & Prosthetic Clinics of America Inc., a Connecticut corporation, the franchisor of this business. "You" and "your" refer to the person who buys the franchise, the franchisee, whether you are a corporation, limited liability company, or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this disclosure document also apply to your owners where noted.

<u>The Franchisor and any Parents, Predecessors, and Affiliates</u>

We are a corporation organized in Connecticut on August 29, 2017 and we offer OPCA franchises. Our principal business address is 629 Chapel Street, New Haven, Connecticut 06511. We do business under our company name and the names "OPCA", "Orthotic & Prosthetic Clinics of America", and "Orthotic & Prosthetic Clinics of America Inc.". Our agents for service of process are listed in Exhibit B to this disclosure document.

We have no parent company. We have never operated a business of the type being franchised, but our affiliate operates two orthotic and prosthetic clinics:

Our Affiliate, Yale Surgical, Inc. has been in operation under their name since 1923. Their principal place of business is located at 627 Chapel St, New Haven, CT 06511.

Our Affiliate, Yale Comfort Shoe LLC dba Yale Surgical was formed on May 12, 1995. Yale Surgical operates an orthotics and prosthetics clinic with their principal business address located at 305 Boston Ave, Stratford, CT 06614.

Our affiliate OPCA IP, LLC ("OPCA IP"), a Texas limited liability company, was formed on July 13, 2021, and owns the Marks and licenses us the right to use them and to sub-license their use to franchisees. OPCA IP shares our principal business address, and has never offered franchises in any line of business.

Our affiliate OPCA Distribution LLC, a Texas limited liability company, was formed on July 21, 2021 and provides all items needed for operation of your Clinic such as the facility build-out, and opening and on-going inventory for your Clinic amongst other items ("OPCA Distribution").

Our affiliate OPCA Billing LLC, a Texas limited liability company, was formed on July 15, 2021 and provides some of the billing for operation of your Clinic ("OPCA Billing").

OPCA IP, OPCA Distribution and OPCA Billing shares our principal business address, and has never offered franchises in any line of business.

We have been offering OPCA franchises since August 30, 2023, and have never offered franchises in any other line of business. We do not engage in any other business activities.

<u>The Franchise Offered</u>

We provide training to learn all aspects of the orthotic, prosthetic and pedorthic business as well all associated products and services.

Our franchisees conduct business under the trade name Orthotic & Prosthetic Clinics of America and also use our other related service marks, trademarks or logos (our "Marks"), as well as our standards, methods, procedures, advertising and marketing specifications and requirements, and other standards, specifications, techniques, and procedures that we designate, all of which we may change, improve, and further develop (our "Standards").

If we award you a franchise, you will sign a franchise agreement (see Exhibit C, the "Franchise Agreement") and will develop and operate a business using our System, Standards, and Marks, at a location that you select and that we have accepted as meeting our minimum site criteria. We call this the "Franchised Business" or "Clinic."

If we approve your application to develop multiple Clinics, you will sign our standard development agreement (see Exhibit D). The development agreement will state the number of Clinics to be developed and will establish a development timetable ("Development Schedule"). Each Clinic developed under the development agreement will operate according to a separate franchise agreement. Your first Clinic will operate according to the terms of our current franchise agreement. Each additional Clinic developed under the development agreement will operate according to the terms of our then-current franchise agreement being offered to new franchisees at that time, which may contain materially different terms than our current franchise agreement as shown in Exhibit C.

General Description of the Market and Competition

The market for orthotic, prosthetic, and pedorthic products is well developed. You will face competition, from national, regional, and local orthotic, prosthetic and pedorthic businesses, some of which may be larger, have longevity in the industry, and have a recognizable name. Your Clinic may operate in close proximity to major competitors. The business is not seasonal although it can be greatly affected by changes in consumer taste, demographics, traffic patterns, consumer needs, and economic conditions

Regulations Specific to the Industry

The orthotic, prosthetic and pedorthic industry is well regulated. Many of the laws, rules and regulations that apply to businesses generally, such as the Americans with Disabilities Act, federal wage and hour laws, the Occupational Safety and Health Act, may also apply to the OPCA Franchised Businesses. If you apply to become and are awarded an OPCA franchise, you will be required to comply with all Federal, State, and local laws, rules and regulations, including but not limited to, obtaining, maintaining and renewing, when required, all permits, certificates, and licenses necessary for the proper operation of your OPCA clinic, including qualification to do business, fictitious trade or assumed name registration.

The payment card industry ("PCI") Data Security Standard is the current standard of security requirements for all merchants or service providers that store, process, or transmit cardholder data. You are responsible for PCI Data Security Standard compliance as well as any federal, state, and local laws, regulations, and ordinances related to privacy maters, including data and personally identifiable information

Additional Medical Specific Regulations

Many states have laws in relation to the federal Anti-Kickback Act, Stark Law, HIPPA, CSA, HICP and the HITECH Act which set regulations and certain prohibitions in regards to fee splitting arrangements and release or access to patients' confidential information. These laws also do not allow for certain compensations to be paid to and for referring healthcare providers and physicians.

In order to participate in Medicare insurance coverage, you must be ABC and/or BOC certified.

You must also have a CPO (Certified Prosthetist Orthotist) on staff at all times. While you are not required to have a physician or nurse on your staff, you should investigate your jurisdiction and familiarize yourself with your area requirements.

You should consider these and other applicable laws and regulations when evaluating your purchase of a franchise. You alone are responsible for complying with all applicable laws and regulations.

ITEM 2
BUSINESS EXPERIENCE

President/CEO: Edward N. Kaufman

Mr. Kaufman has been our President and Chief Executive Officer since our formation in August 2017, in New Haven, CT. Mr. Kaufman has been with Yale Surgical as a registered nurse since January 2002 to present, also as an orthotist since 2005 to present and as prosthetist since 2006 to present all in New Haven, CT(CPO) .He has also been Chief Executive Officer of Yale Surgical beginning February 2016 to present in New Haven, CT.

Business Equities and Development Advisor: Antonio Del Mastro, Esq

Mr. Del Mastro is an attorney and business consultant specializing in matters of general business law, contractual transactions, and business structuring. He has worked with OPCA beginning January of 2020 to present in New Haven, CT. He also operates ADM Law as a personal consultancy and legal practice beginning in January 2019 to present in New Haven, CT.

Chief Operations Officer: Marianne Murphy

Ms. Murphy began as our Fractional Chief Operations Officer in Red Bank, New Jersey in July 2025 to present. Ms. Murphy is also the President of Franchise PULSE in Red Bank, New Jersey beginning October 2023 to present. She was previously the VP of Operations/Brand Experience for Floor Coverings Intl in Norcross, Georgia from October 2011 to May 2023.

Director of Franchise Development: Jeff Yosha

Mr. Yosha has been our Director of Franchise Development beginning in January 2026 to Present in New Haven, Connecticut. Prior to his role with OPCA, he was the Director of Franchise Development for the Belfor Franchise Group from November 2024 to December 2025 in Birmingham, Michigan. Additionally, he served as VP of Franchise Development for BrandONE in Belleair Bluffs, Florida from September 2024 to December 2025. He was previously the Director of Franchise Sale in Hickory, North Carolina from January 2020 to January 2022.

ITEM 3
LITIGATION

Cause No. 02D01-2506-PL-000214 Prudential Billing & Consulting, LLC v. Orthotic & Prosthetic Clinics of America, Inc.

On or about June 2, 2025, Plaintiff sued Defendant alleging breach of contract. Plaintiff sought damages in the amount of $60,153.74 and attorney fees in the amount of $4,907.50 for a total of $65,061.24. On or about July 30, 2025. Plaintiff filed Plaintiff's Motion for Default Judgment against Defendant seeking $65,061.24 in damages. This matter is currently pending, and we intend to defend the action and seek to set aside the motion for default judgment.

NNH-CV-21-6112750-S Edward Kaufman and Marie Kaufman v. Edward N. Kaufman; EH Kaufman Enterprises, Inc.; and Yale Comfort Shoe, LLC

On or about March 3, 2021, Plaintiffs sued Defendants for matters related to a Stock Purchase Agreement to purchase 100 shares of stock issued by EH Kaufman Enterprises Inc. Plaintiffs sought an accounting from Defendants and alleged breach of fiduciary duties, breach of contract, breach of the covenant of good faith and fair dealing, conversion, and civil theft. On or about November 18, 2022, the Court granted Plaintiffs' Motion for Default Judgment. On or about November 28, 2023, the Court awarded Plaintiff damages in the amount of $339,082.92 and attorney fees in the amount of $95,751.00. As of the date of this disclosure document, the judgment remains outstanding and has not been satisfied.

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

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5
INITIAL FEES

Initial Franchise Fee:

You will pay us an initial franchise fee of $60,000 for a single OPCA clinic. The initial franchise fee is due when you sign the Franchise Agreement. If you choose to convert your existing orthotics and prosthetics clinic to an OPCA Clinic, you will pay us an initial franchise fee in the amount of $35,000. In general, the initial franchise fee is uniformly imposed, is fully earned upon signing your franchise agreement and is not refundable upon payment.

Veterans Discount:

Veterans of the U.S. Armed Forces are eligible to receive a $5,000 discount on their Initial Franchise Fee for the first franchise awarded. To qualify for the discount, the veteran must own at least a 50% interest in the franchise. “Veteran” means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense DD Form 214. It is the veteran’s responsibility to send us the required documents in order to obtain the discount.

Equipment & Supply Package

You will pay us an initial equipment & supply fee of $36,000. The equipment package includes such items as desktop computers and printers, OPCA branded clothing, marketing materials, and office supplies. A full list of items is located in in our Manual. The initial equipment and supply package fee is fully earned upon receipt and is not refundable.

Technology Setup Fee

You will pay us a technology setup fee of $8,000 which covers the initial setup and installation of your Nymbl Practice Management System, scheduling and inventory management systems as well as establishing credentials with insurance companies. This fee also includes four separate e-mail addresses. There will be additional application fees that are not included in the Technology Setup Fee and those additional fees must be paid directly to our Approved Vendor. The technology setup fee is fully earned upon receipt and is not refundable.

Technology Fee Reserves

Prior to opening your Franchised Business, you must pay us a lump sum of $9,060 (the "Reserve"), which represents three months of your weekly technology fees. This fee is uniform for all new franchisees and is non-refundable. We will hold the Reserve throughout the Term of your Franchise Agreement. If you miss any weekly technology fee payments, we will apply a portion of the Reserve to satisfy the delinquent payment. In such event, you must immediately replenish the Reserve to its original balance of $9,060. Provided you are in full compliance with your Franchise Agreement, any remaining Reserve balance will be applied to the final months of your Term.

Digital Technology Setup Fee

You will pay to us a digital technology setup fee of $3,600 which covers cost to setup your local webpage and other digital marketing accounts that you will use to continuously promote your Clinic. This fee is fully earned upon receipt and non-refundable.

Development Agreement

If we grant you multi-unit development rights, you will sign our development agreement and pay us a non-refundable development fee equal to $60,000 for the first Clinic plus $30,000 for each additional Clinic to be developed under the development agreement. The minimum number of units to be developed under the area development agreement is two. For example, if you sign a development agreement for two Clinics, you will pay us a development fee of $90,000 = $60,000 + $30,000.

When you sign the development agreement, you also will sign a franchise agreement for the first Clinic to be developed, and we will credit $60,000 of your development fee payment to fully satisfy the initial franchise fee due under the franchise agreement. As you get ready to develop each additional Clinic, you will sign a franchise agreement for the additional Clinic, and we will credit $30,000 of your development fee payment to partially satisfy the initial franchise fee under that agreement, and you will pay the remaining balance of $30,000 at the time you sign our then-current form of franchise agreement. The form of franchise agreement for the first Clinic will be the form attached as Exhibit C to this disclosure document. The form of franchise agreement for each additional Clinic will be the form we are offering to new franchisees at that time, which may be materially different than Exhibit C, except that the initial franchise fee will be locked in at $60,000.

ITEM 6
OTHER FEES[1]

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	7% of Collected Gross Sales[12]	Monthly	We will provide you with the fee calculation by the 5th of each month (or the preceding business day if the 5th falls on a weekend or holiday). You must pay the Royalty Fee via automatic ACH draft (or another method we designate) by 5:00 PM EST on the 15th day of each month (or the preceding business day if the 15th falls on a weekend or holiday). We reserve the right to increase the Royalty Fee by up to a maximum of an additional two percent (2%) over the initial 7% during the term of the Franchise Agreement. Any such increase is capped at one percent (1%) per calendar year and requires thirty (30) days' advance written notice.
Royalty Fee for Conversion Franchisee	Year 1: 1% Year 2: 2% Year 3: 4% Year 4 -10: 7% through term of the franchise agreement.	Monthly	Applies only to franchisees converting an existing independent clinic to an OPCA Clinic. Shall be collected in the same timing and manner as the Royalty Fee listed above.
National Marketing Fee	Currently, 1% of Gross Sales up to 3% of Gross Sales	Monthly	An amount we determine periodically; we reserve the right to raise the National Marketing fee if needed. You will have at minimum of thirty

Type of Fee	Amount	Due Date	Remarks
			(30) days' notice of any increase.
Local Advertising	Currently 3% of Gross Sales up to 6% of Gross Sales	Monthly	You will submit monthly reports to us as proof of these contributions from the previous month towards your Local Advertising. This report is due in the same timing and manner as the Royalty Fee Report each month. You will have at minimum of thirty (30) days' notice of any increase.
Digital Marketing Fee	$1,500 -$4,500	Monthly	Payable to our approved third-party vendor and includes optimization amongst other digital marketing services.
Advertising Cooperative	Currently $0	As directed by the Cooperative	If you or we choose to create an advertising cooperative, the amount will vary depending upon the number of franchisees in the area being covered by the cooperative. You will pay an equal amount with all other Franchisees in the cooperative.
Technology Fee	$755 per week	Tuesday of each week	The Technology Fees includes such items as software, research and development, Practice Management System software, scheduling, inventory management, and eFax services. This fee will be paid in the same manner as the Royalty Fee. We reserve the right to increase this fee each calendar year by an amount not to exceed 10% of the prior year's Technology Fee.
3-D Printer Lease	$1,000 per month plus associated supplies	Monthly	You must lease a 3D Printer which is leased on a monthly basis directly from the manufacturer. You will initially sign a 2-year contract and make payments of $1,000 each month plus the cost associated with the necessary supplies as needed. We anticipate you will need 1 filament at $500 to start). This is payable directly to our

Type of Fee	Amount	Due Date	Remarks
			approved vendor. This price is subject to increase if the manufacturer increases this cost.
Billing Fee	12% of Gross Sales	As incurred	You must use our standard financial services provider for all billing services. Billing services include authorization, documentation, charge entry, claim submission, and accounts receivable auditing and follow-up (for up to ninety (90) days). This amount is billed and collected by OPCA and passed through to our designated third-party vendor.
Collection Services Fee	33.33% of collected aged revenue	As incurred	For all accounts receivables over ninety (90) days old you will utilize the services our designated debt collector.
Business Listing	Actual Cost incurred	As Invoiced	You must list your business with Google Places, Facebook Ads, Google Adwords, and Print Ads and/or radio ads as applicable. All online or Internet based requirements will be completed by a third-party marketing agency as we designate, and you will be responsible for the costs associated with this online requirement. This must be completed prior to opening but no less than 30 days from your actual opening date.
New Clinic Director Training Fee	$1,200 per day per person	As incurred	Payable only if you replace your Clinic Director, or you bring new owners into the franchise or request additional training from us.

Type of Fee	Amount	Due Date	Remarks
Audit Expenses	All costs and expenses associated with audit	Upon demand	Payable only if the audit was necessary due to (i) your failure to report to us your Gross Sales; or (ii) if the audit shows that you have underreported Gross Sales by 2% or more. This amount includes travel, lodging, and any additional costs associated with the audit. This amount is in addition to any interest, late fees, banks fees, or other rights we may have under the franchise agreement.
Interest Charges [3]	18% per annum or the highest rate allowed by law, if less.	Upon demand	Applies to all overdue fees you owe us. Also applies to any understated amounts due which is revealed by an audit.
Late Fees [3]	$100 per occurrence	Upon Demand	Applies to all overdue Royalty Fees, Marketing Fees, and other amounts due to us per incident. Also applies to any understated amounts due which are revealed by an audit.
Insufficient Funds Fee	$100 or the maximum amount allowed by law per occurrence	Upon Demand	Applies to all non-approved ACH Debit or returned payments made by you that are not funded or clear your bank for any reason whatsoever, per incident.
Electronic Funds Transfer (EFT) / Late Reporting Estimated Debit	All amounts due under the Franchise Agreement. 110% of the average of your last 3 payments.	Upon Demand	All payments must be made via electronic debit from your designated Transfer Account. You must ensure sufficient funds are available. If you fail to timely report Gross Sales, we may debit 110% of the average of your last 3 payments. Any overpayments will be credited toward your next scheduled payment. We may change payment methods, timing, or intervals upon 30 days' prior notice.
Supplier Testing	Actual costs of evaluation, not to	Time of evaluation	You will pay us the cost we expend in our evaluation of new

Type of Fee	Amount	Due Date	Remarks
	exceed $1,000 per supplier/product tested		suppliers you wish to purchase from or un-approved products you wish to purchase on an on-going basis. The new supplier will go through a 90-day approval process and such product will be tested at your location and may also be tested at our flagship Clinic. You may also be required to reimburse us for our travel, food, lodging, and any expenses for the individual(s) performing such evaluation. Approval or disapproval of any supplier is in our sole and absolute discretion.
Insurance	Reimbursement of our actual costs plus an administrative fee not to exceed $500.	On demand	If you do not obtain the required insurance, we may (but are not required to) obtain insurance on your behalf. If we do obtain such insurance on your behalf, we will charge you an administrative fee plus all related expenses until such time as the required insurance is in your name.
Transfer Fee (Controlling Interest or Sale of the Franchised Business)	$42,000	At the time of transfer	Payable to us at time of transfer. Does not apply to an assignment to a corporate entity owned by you for convenience.
Transfer Fee (among existing owners; non-controlling interest)	$2,500	With transfer application	
Transfer Fee (transfer to business entity)	$2,500	With transfer application	There is no fee if the franchise agreement is assigned from an individual to a business entity controlled by the individual during the first 12 months of the franchise term. Beginning with month 13, you must pay $2,500.
Transfer Training Fee	$5,000	At time of Transfer	All travel, room and board will be at Transferee's expense. Additional trainees may attend at $1,200 per attendee provided there is space in the training class.

Type of Fee	Amount	Due Date	Remarks
Additional Operations Assistance	$1,200 per day per person	Upon Demand	If you request additional operations assistance, you will pay our current additional operations assistance fee. We will provide this assistance for up to sixty (60) days at $1,200 per day per person plus out of pocket expenses such as food, travel, and lodging.
Step In Rights	Not to exceed 10% of Gross Sales plus actual costs and expenses incurred	Upon Demand	Payable only if we manage the Clinic on your behalf. This amount is in addition to your obligation to pay fees (such as Royalty and/or the National Marketing Fee) under the franchise agreement.
Temporary Management Assistance	$800 per day per person	Upon Demand	Following the death or incapacity of an owner of the Franchised Business, we may assume operation of the Franchised Business, up to a maximum of four months (4) months, until the deceased or incapacitated owner’s interest is transferred to a third-party approved by us. We will also be entitled to reimbursement of any expenses that are not paid out of the operating cash flow of the Franchised Business, as stated in the Manual(s).
Renewal Fee	$20,000	6 months prior to renewal	Payable to us if you renew your Franchise Agreement under our then-current terms.
Late Renewal Fee	$1,500	As incurred	Payable if you sign the renewal Franchise Agreement after your current Franchise Agreement expires. The Late Renewal Fee is in addition to the Renewal Fee and will continue to accrue weekly until you sign our then-current Franchise Agreement. This fee will be in addition to any holdover fees.
Late Reporting Fee	$250 per report per incident	On demand	Payable only when you do not provide required reports to us within three business days of the due date

Type of Fee	Amount	Due Date	Remarks
Confidential Operations Manual Replacement Fee	$500	Upon Request	Payable only if you require a replacement copy of the Operations Manual
Non-Compliance Fee	$500 per infraction plus our costs associated with reinspection to confirm compliance	Upon demand	If there are three or more infractions in any 12-month period (whether or not such infractions are cured after notice), we reserve the right to terminate your Franchise Agreement.
Quality Assurance Inspection	$300 per inspection	On demand	Payable by you to us if we audit your Franchised Business
On-Site Training Cancellation Fee	The greater of $500 per person per day or our actual costs due to your cancellation	Upon demand	May vary depending upon the type of scheduled training program and how far in advance you notify us, in writing, of the cancellation.
Conference Registration Fee	$1,500 for two (2) attendees per conference $750 per extra individual	First Tuesday in March	Attendance at our annual conference is mandatory. Fees includes registration of two attendees; however, you are solely responsible for all expenses, including travel, lodging, meals, wages, and other expenses for you and your attendees. Additional attendees will be billed at $750 each. If you fail to attend any required conference you will be billed a $2,000 conference registration fee for the missed conference. Failure to attend is a default of the franchise agreement.
Cost of Enforcement	All costs including attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing obligations if we are the prevailing party.
Indemnification	All costs including attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Franchised Business. You must indemnify us for any costs and expenses incurred by us as a result of your actions or operation of the Clinic.
Liquidated damages [4]	An amount equal to the product of your	On demand	Payable if we terminate your franchise agreement because of

Type of Fee	Amount	Due Date	Remarks
	Average Fees[4] multiplied by the lesser of (i) 24 months or (ii) the number of full months remaining in the franchise term.		your default, or if you terminate the franchise agreement without the right to do so.
Costs and Attorneys' Fees	Actual attorney fees and costs as incurred	As incurred	Payable upon your failure to comply with the Franchise Agreement.
Default Fee	$1,500 per event of default, plus the cost of re-inspections and the costs of enforcing compliance	Within 3 days of our demand.	Applies if you are in default under this Agreement.
Holdover Fee	150% of the current Royalty Fees due	On demand	Payable if you continue to operate the Clinic after expiration of the franchise agreement without renewal.
Phone System	$200 to $500 set-up fee plus an on-going monthly fee of $49	Monthly	These charges are per location. This includes a minimum of 2 VOIP phones but costs may increase based on total number of phone lines utilized in your Clinic
Shadow Day Fee	$500 per day plus expenses incurred	On demand	At your option, you and one other individual may choose to shadow a franchisee for 2 days prior to opening your Clinic. You will be responsible for all expenses incurred, including lodging, meals and wages.

Development Agreement

Type of Fee[1]	Amount	Due Date	Remarks
Extension Fee	$3,000	Before expiration of development period	Payable only if you request an extension of a development period.
Transfer Fee (transfer to business entity)	$1,500	Before transfer	Payable if you are an individual transferring to a business entity for convenience of operation

Transfer Fee (transfer among owners or non-controlling ownership interest)	$2,500	Before transfer	Payable if your Owners are transferring ownership interests among themselves or if any Owner or Owners transfer a minority ownership interest to one or more third parties.
Transfer Fee (transfer of controlling ownership interest or sale of the Franchised Business)	$25,000 plus related expenses	Before transfer	Payable if you are assigning your interest in the development agreement, or if your Owners are transferring a controlling interest in the franchisee entity.
Franchise Assignment Fee	$2,500 per franchise agreement assignment	Before assignment	Payable when you assign your right to enter into a franchise agreement to a business entity under your common control.

Except as otherwise noted below, all fees are uniformly imposed by and are payable to us. All fees payable to us are non-refundable.

Except for the Royalty Fees and Marketing Fees, all fixed dollar fees due under the Franchise Agreement will be adjusted as of January 1 of each year in proportion to the changes in Consumer Price Index, subject to an annual inflation adjustment, not to exceed an increase of 2% per year; except to round upwards to the nearest whole dollar ("CPI-U Adjustment"). The term "Inflation Adjustment" refers to our right to increase a fee, or obligation to decrease a fee, based upon an increase or decrease in the Index. The "Index" refers to the CPI-U (U.S. average, all items) maintained by United States Department of Labor (or such equivalent index as may be adopted in the future) between January 1, 1995 and January of the then-current year, or a comparative index we may select if the Index is no longer published. Each adjustment will be made effective on January 1 based on the January Index, but the first adjustment will not be made until at least 12 months following your Franchise Agreement effective date. We will notify you of any inflationary adjustments with a minimum ten (10) days' notice to you. We may also pass through any supplier or provider price increase to us after providing ten (10) days' notice.

You must pay all amounts due under the Franchise Agreement as we periodically prescribe. Currently, we require all payments to be made through an electronic funds transfer account (the "Transfer Account") that allows us to debit the Transfer Account for all amounts you owe us on their due dates or the next business day if the due date is a national holiday or a weekend day. You must ensure that funds are available in the Transfer Account to cover our withdrawals. If you fail to report your Gross Sales when due, then for each payment under the Franchise Agreement calculated based on Gross Sales, we may debit the Transfer Account 110% of the average of the last three payments. If the amounts that we debit from your account are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit from your Transfer Account on the next payment due date. We may require you to make payments through any other method at any time, and you must comply with our payment instructions. We may change the timing and intervals of your payments with 30 days prior notice to you.

NOTES

Note 1. If you elect to pay any fee, assessment, or other amount due to us or our affiliates using a credit card, you must pay all associated merchant processing fees, convenience fees, and surcharges imposed by the credit card issuer, processor, or vendor. While these third-party fees typically average approximately 3.5% of the total transaction amount, the actual fee will vary based on the specific card type, processing vendor, and transaction size. All such fees are non-refundable and are in addition to the base amount owed to us.

Note 2. "Collected Gross Sales" means all collected revenues from the Franchised Business, including the entire amount of the sale price, whether for cash, credit, payment in kind (valued at fair market value), or otherwise, of all sales, including but not limited to the sale of any services or products from or in connection with the operation of the Franchised Business. No deductions shall be allowed from Collected Gross Sales except for the following: (a) sums collected by or on behalf of the Franchisee for any governmental authority on account of sales taxes, services taxes, or other taxes imposed directly upon the sale of goods or services (or both) from the Franchised Business, provided that the amount of any such tax has in fact been paid or otherwise accounted for by the Franchisee to the appropriate governmental authority; (b) the amount of any refund or credit given in respect of any services or products provided to a customer of the Franchised Business for which a refund of the whole or part of the purchase price is made, or for which a credit is given: as long as such refund or credit is given in accordance with our policies and procedures in relation to refunds set out in our operations manual; (c) amounts for uncollected or uncollectable credit accounts as long as such credit accounts are deemed uncollected or uncollectable in accordance with the our policies and procedures in relation to uncollected of Uncollectable credit accounts set out in the our operations manual; and (d) amounts uncollected from a customer of the Franchised Business due to discount coupons that were approved for use in advance by us. Collected Gross Sales also does not include proceeds from the sale of gift certificates or stored value cards (all proceeds from the sale of gift certificates and stored value cards belong to us), but it does include the redemption value of gift certificates and stored value cards at the time purchases are made. You are responsible for the accurate reporting of gift certificate and stored value card sales and the corresponding impact on Collected Gross Sales. Where the operation of the Franchised Business has been interrupted, all sales assumed to have been lost by the Franchisee by virtue of such interruption, being the basis upon which an insurer has paid business interruption insurance, shall also be included in the calculation of Gross Sales. Gross Sales includes all barter and exchange transactions for which you furnish services or products in exchange for goods or services to be provided by the vendor, supplier or customer. Such transactions will be valued at the full retail value of goods and services bartered in exchange for the good or services provided to you. Gross Sales also includes the proceeds of any business interruption insurance paid to you. Gross Sales also includes any payments you receive from vendors. Chargebacks are not deducted from Gross Sales.

Note on Collected Gross Sales: You owe royalties and marketing fees on all sales made during the term of the Agreement, even if the customer pays late. The franchisor's right to these fees attaches the moment the sale or service occurs. If a customer defers payment or pays after your Franchise Agreement expires or is terminated, you must still report that collection and pay the required fees to us. This obligation continues until all your outstanding accounts receivable are either collected or officially written off under standard accounting principles (GAAP).

Note 3. Interest and late fees begin to accrue from the date payment was due, but not received, or date of underpayment.

Note 4. If we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so, we are entitled to collect in addition to all other amounts due to us under the franchise agreement, liquidated damages calculated as an amount equal to (a) the product of your Average Fees, multiplied by the lesser of (i) twenty-four months, or (ii) the number of full months remaining in the franchise term. For purposes of this calculation, "Average Fees" means total Royalty Fees and National Marketing Fees paid by you for the twenty-four month period immediately preceding termination, divided by 24. If the Franchised Business has been operating for less than 24 months at the time of termination, "Average Fees" means total Royalty Fees and National Marketing Fees for the period of operation divided by the number of months in operation.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

SINGLE CLINIC

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee [1]	$60,000	Lump sum (check, wire transfer, or credit card)	At Signing of Franchise Agreement	Us
Real Estate/Rent [2]	$3,500 to $10,000	Per lease	Monthly	Lessor
Leasehold Improvements [3]	$15,000 to $40,000	As Arranged	Before Beginning Operations	Third Parties
Furniture, Fixtures and Equipment [4]	$5,000 to $10,000	As Arranged	Before Beginning Operations	Third Parties
Initial Equipment & Supply Package [5]	$36,000	Lump sum	Before Beginning Operations	Us
Recruitment Fee [6]	$15,000 to $40,000	As Arranged	Before Beginning Operations	Third Parties
Signage	$2,000 to $6,000	As Arranged	Before Opening	Third Parties
Uniforms	$500 to $1,000	Lump sum	Before Beginning Operations	Approved Suppliers and Vendors
Technology Fee [7]	$17,060	As invoiced	Before Beginning Operations	Us
Technology Fee Reserves [7]	$9,060	As Arranged	Before Beginning Operations	Us
Digital Technology Fee [7]	$3,600	As invoiced	Before Beginning Operations	Us
3-D Printer Lease	$3,000	As invoiced	Before Beginning Operations	Approved Suppliers and Vendors
Billing System [8]	$3,500 to $5,000	As invoiced	Before Beginning Operations	Approved Suppliers and Vendors
Phone System [9]	$347 to $647	As invoiced	As arranged	Approved Suppliers and Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Training Expenses [10]	$2,500 to $4,000	Lump sum	During Training	Airlines, hotels and restaurants
Sales Representative Training [10]	$10,000	Lump sum	Before Beginning Operations	Third party
Miscellaneous [11]	$10,000 to $20,000	As Arranged	Before Opening	Approved Suppliers and Vendors
Grand Opening [12]	$10,000	As invoiced	As arranged	Approved Suppliers and Vendors
Nymbl System Training [13]	$3,500	As invoiced	As arranged	Approved Suppliers and Vendors
Insurance [14]	$5,000 to $9,000	As invoiced	Before Beginning Operations	Insurance company
Utility/Miscellaneous Deposits [15]	$500 to $1,500	As Arranged	Before Opening,	Landlord and Utility Companies
Tradeshow Banner	$1,000 to $3,000	As Incurred	As Incurred	Approved Suppliers and Vendors
Business License/Permits [16]	$2,000 to $3,500	As incurred	As arranged	Governmental agency
Legal & Accounting [17]	$2,000 to $3,000	As incurred	As arranged	Attorney and accountant
Additional Funds[18] (3 months)	$60,000 to $80,000	As incurred	As necessary	Employees and suppliers
TOTAL[19]	$280,067 to $388,867			

CONVERSION CLINIC[20]

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee[1]	$35,000	Lump sum (check, wire transfer, or credit card)	At Signing of Franchise Agreement	Us
Real Estate/Rent[2]	$3,500 to $10,000	Per lease	Monthly	Lessor
Leasehold Improvements [3]	$2,000 to $20,000	As Arranged	Before Beginning Operations	Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Furniture, Fixtures and Equipment [4]	$2,000 to $6,000	As Arranged	Before Beginning Operations	Third Parties
Initial Equipment Package [5]	$1,000 to $36,000	Lump sum	Before Beginning Operations	Us
Recruitment Fee [6]	$0 to $25,000	As Arranged	Before Beginning Operations	Third Parties
Signage	$2,000 to $6,000	As Arranged	Before Opening	Third Parties
Uniforms	$500 to $1,000	Lump sum	Before Beginning Operations	Approved Suppliers and Vendors
Technology Fee [7]	$17,060	As invoiced	Before Beginning Operations	Us
Technology Fee Reserves [7]	$9,060	As Arranged	Before Beginning Operations	Us
Digital Technology Fee [7]	$3,600	As invoiced	Before Beginning Operations	Us
3-D Printer Lease	$0 to $3,000	As invoiced	Before Beginning Operations	Approved Suppliers and Vendors
Billing System [8]	$3,500	As arranged	Before Beginning Operations	Approved Suppliers and Vendors
Phone System [9]	$347 to $647	As invoiced	As arranged	Approved Suppliers and Vendors
Sales Representative Training [10]	$10,000	Lump sum	Before Beginning Operations	Third party
Training [10]	$0 to $3,000	Lump sum	During Training	Airlines, hotels and restaurants
Miscellaneous [11]	$5,000 to $10,000	As Arranged	Before Opening	Approved Suppliers and Vendors
Grand Opening [12]	$5,000 to $10,000	As invoiced	As arranged	Approved Suppliers and Vendors
Nymbl System	$3,500	As invoiced	As arranged	Approved

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Training [13]				Suppliers and Vendors
Insurance [14]	$5,000 to $9,000	As invoiced	Before Beginning Operations	Insurance company
Utility/Miscellaneous Deposits [15]	$250 to $1,500	As Arranged	Before Opening	Landlord and Utility Companies
Tradeshow Banner	$1,000 to $3,000	As Incurred	As Incurred	Approved Suppliers and Vendors
Business License/Permits [16]	$2,000 to $3,500	As incurred	As arranged	Governmental agency
Legal & Accounting[17]	$2,000 to $3,000	As incurred	As arranged	Attorney and accountant
Additional Funds[18] (3 months)	$15,000 to $20,000	As incurred	As necessary	Employees and suppliers
TOTAL[19]	$128,317 to $252,367			

DEVELOPMENT AGREEMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
First Franchise (Excluding Initial Franchise Fee. See table Above)	$220,067 to $328,867	Varies	Varies	Varies
Development Fees[1]	$90,000	Lump sum	Upon Signing the Development Agreement	Us
Total	$310,067 to $418,867			

All payments listed above that are payable directly to us are not refundable. All payment paid to third parties are refundable at the discretion of the third party.

NOTES

Note 1. The Initial Franchise Fee and the Development Fee are uniformly imposed and are payable to us and are non-refundable unless otherwise stated. The minimum number of units to be developed under the multi-unit development agreement is two. If you sign a development agreement for two Clinics, you will pay us a development fee of $90,000 calculated as follows: $60,000 + $30,000.

Note 2. You will run your Clinic from a commercial space we approve. You will need a minimum of 1,200 to 2,000 square feet. Commercial real estate costs vary greatly depending on geographic location as well as market conditions. Depending on various factors, rent can range anywhere from $30.00 to $85.00 or more per square foot in New Haven, CT, but may be lower or higher in your locality. These figures do not factor in buildout, leasehold improvements, or common area maintenance charges or any other charges that may be imposed under your lease. In compiling these estimates, we relied on our corporate location's experience in operating similar clinics in New Haven and Stratford, CT and the costs associated with rental expenses prior to opening.

If you are operating under a conversion franchise agreement, you may only need to refurbish your space to align with our current standards and specifications

Note 4. Furniture and fixtures may include such items as desks, signs, wall coverings, and decorations. The cost will vary, depending on the layout of the Franchised Business, and other relevant factors. Local ordinances may result in variances in the type of required furniture, fixtures or equipment, which may affect the total price. However, all equipment, fixtures, construction, leasehold improvements and interior decor (if applicable) must meet our current standards and specifications and must be approved by us.

Note 5. The equipment package includes such items as desktop computers and printers, OPCA branded clothing, marketing and office supplies. A full list of items is located in the Manual

For a Conversion Clinic: we anticipate you will already have many of the required items in use, however you will be required to purchase OPCA branded merchandise and other items related specifically to our System and Standards.

Note 6. You are required to have a Certified Prosthetist/Orthotist ("CPO") on staff at all times. If you are not a CPO, this cost averages to be approximately 25% of the CPO's annual salary which we anticipate will not exceed $40,000. If you are a CPO, this cost will not apply to you.

Note 7. The Technology Fee covers 4 users which includes the initial setup and installation of your Practice Management System, software, scheduling and inventory management systems as well as establishing credentials with insurance companies; we anticipate this cost to be approximately $8,000. In addition to the initial set up, we have included 3 months of your on-going technology fee at $755.00 per week. Additional application fees are not included in the Technology Fee but must be paid directly to our Approved Vendor (if applicable). You may choose to obtain additional terminals or other items at training for an additional fee. Additionally, you will pay 3 months of your Technology Fee to be held in reserve.

Note 8. Billing services include authorization, documentation, charge entry, claim submission, and accounts receivable auditing and follow-up.

Note 9. This includes initial set up fee of $200 to $500 plus an on-going fee of $49 per month. These charges are per location. This includes a minimum of 2 VOIP phones but costs may increase based on total number of phone lines utilized in your Clinic

Note 10. Initial training may include (at your option) two shadow days which includes training for up to two individuals, which must include you and/or your Clinic Director and one other employee; however, you are responsible for travel, local transportation, wages, meals, and lodging incurred to attend these shadow days. These individuals must all attend our initial training at the same time. The total cost will vary depending on a variety of factors including how far you travel and the type of accommodations you choose. This also includes an on-site fee of $500 per day paid to the clinic in which the shadow days will be held.

Sales Representative Training will consist of one representative training you virtually for approximately 6 months; if your sales representative leaves your Clinic, this training will re-start from the beginning and proceed for six months for the newly hired sales representative. If you request in-person training and we have an available representative, you will be responsible for reimbursement of all our actual expenses.

Note 11. We anticipate you will need approximately $10,000 to $20,000 of miscellaneous purchases prior to opening for business. One example of such items may be general office supplies.

For a Conversion Clinic, we anticipate you will need $5,000 to $10,000 of miscellaneous purchases to align your current system with our requirements.

Note 12. You must spend a minimum of $10,000 on your Grand Opening, including print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. For a Conversion Clinic, we anticipate you will spend $5,000 to $10,000 on your Grand Opening to announce you will be an OPCA Clinic.

Note 13. You are required to use our approved vendor Nymbl System which will assist with the onboarding of your Clinic at a cost of $3,500. This includes up to 6 digital sessions to familiarize you and your employees with the Clinic CRM system and its functionality in your specific clinic environment. This system also offers on-going continuing education credits which is included in the onboarding fee. This fee maybe subject to increase based on the vendor for which we will promptly notify you if this occurs.

Note 14. You must purchase insurance as required by state law and of the type and with the minimum limits as we specify. While there is no specific approved vendor for this item, you are required to purchase from a certified accredited insurance company. The range shown estimates the cost of coverage for a three month period.

Note 15. You may be required to place deposits for such items as first and last month's rent or utilities. This may vary depending on your location, lease and situation.

Note 16. Dependent upon what state your business is located within, you may be required to obtain various business licenses, certifications, and/or accreditations. The low end of the range estimates that you currently have the certifications or licenses needed to operate this business while the high end of the range estimates how much it may cost to obtain all recommended or required licenses. Your actual cost may vary based on your current situation and/or location.

Note 17. You will need to employ an attorney, an accountant and other consultants to assist you in setting up your business.

Note 18. We set forth an estimate of your needed additional funds for a three-month period. You may need these funds to pay fixed operating expenses such as rent, employee salaries, payroll taxes, utility charges, and additional supplies. The amounts in the chart do not include any allowance for debt service or for a salary for you. These amounts are estimates only, and we cannot assure you that you will not have additional expenses. This estimate is based on our affiliate's experience in the industry operating a similar business in New Haven and Stratford, CT.

Note 19. All amounts are non-refundable unless otherwise noted. If you develop multiple Clinics under our development agreement, we anticipate that your initial investment for each Clinic developed will be the same as reflected in the above chart, subject to applicable inflationary increases.

Note 20: Conversion Clinic. Upon approval to convert your existing business to an Orthotic & Prosthetic Clinics of America Franchised Business, you may not incur certain initial investment costs or your costs may be lower or different. Typically, you will have different costs for the initial franchise fee, security deposits, leasehold improvements, initial inventory and signage fees. We cannot guarantee that this amount will be sufficient or that you will not have additional expenses starting this business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; and the sales level reached during the initial period.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases or Leases from Approved and Designated Suppliers

You must purchase from us or our designated affiliate your initial equipment and supply package, which includes such items as desktop computers and printers, marketing and office supplies. You must purchase from our designated or approved suppliers other tools, equipment, and non-proprietary products, and must purchase from other designated or approved suppliers your brochures, and business cards, and all collateral merchandise, such as T-shirts and branded clothing. You must purchase and use any hardware and software programs we designate. Except as described above, neither we nor any of our affiliates are designated or approved suppliers for any other products or service. None of our officers owns an interest in any privately-held supplier, or a material interest in any publicly-held supplier. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

Our approved distribution company OPCA Distribution LLC will provide you all the medical grade equipment, supplies and other required elements for your OPCA Clinic.

We reserve the right to make changes, modifications, improvements, deletions, or variations to our System and these changes may require you to adapt your business to conform to the changes and you may incur additional expenses. Examples of these System changes include the purchase of new equipment, fixtures, software or the use of new Marks. You must update your equipment according to our specifications every second year of your franchise term at a cost of $1,000 per machine per month which includes both the hardware and software. However, the cost of these updates will not exceed $15,000 per update.

Supplier Approval

If you would like to use any goods or services that we have not approved (for goods and services that must meet our standards, specifications or that require supplier approval), you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications or the supplier meets our approved supplier criteria. You will pay us the costs we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase. We will decide within ninety (90) days after receiving the required information whether you may purchase or lease the goods or services or from the supplier. We will provide you with written approval however, if final approval (after testing, if required), is not received within ninety (90) days, your request is deemed denied. Our criteria for approving or revoking approval of suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production and delivery capability; and dependability and general reputation.

Periodically, we may review our approval of any goods, services or suppliers. We will notify you if we revoke our approval of goods, services or suppliers, and upon your receipt of our notice to you, you must immediately stop purchasing disapproved goods or services, or must immediately stop purchasing from a disapproved supplier. We

Though approved by us, we and our affiliates make no warranty and expressly and disclaim all warranties, including warranties of merchantability for any particular purpose with respect to fixtures, furniture, equipment (including without limitation, any and all required computer systems) supplies or other approved items purchased from a third party approved or designated supplier.

<u>Purchases According to our Specifications</u>

If we have not identified an approved or designated supplier for a particular product or service, you may purchase the product or service from any supplier so long as the product or service meets our standards and specifications, which may include brand specifications. These items currently include furniture, fixtures, most equipment, including computer hardware and software, signage, and most chemicals. We developed our standards and specifications based on our and our affiliate's experience in operating a similar business, and will communicate them to you in writing or via our Manual.

<u>Insurance</u>

You must purchase insurance as required by state law and as we specify. Currently, we specify the following types and amounts of insurance:

- "All risk" property insurance coverage for assets of the Franchised Business;
- General commercial liability insurance, including Cyber Liability coverage, in an amount of not less than $1,000,000.00 per occurrence with a $2,000,000.00 general aggregate;
- Comprehensive general liability insurance with a minimum liability coverage of $1,000,000 per occurrence; and an aggregate limit of $2,000,000. General liability must be primary and non-contributory with any other insurance and general liability waiver of subrogation in favor of Franchisor must be included, and blanket form is also acceptable;
- Workers' compensation insurance as required by state law but not less than $1,000,000. Workers' compensation waiver of subrogation in favor of Franchisor must be included, and blanket form is also acceptable;
- Sexual/physical abuse insurance of not less than $1,000,000.00 per occurrence with a $2,000,000.00 general aggregate;
- Professional liability insurance in an amount of not less than $1,000,000.00 per occurrence with a $2,000,000.00 general aggregate;
- An umbrella policy in amount of not less than $1,000,000.00;
- Premises liability as required by landlord;
- Business Interruption insurance in an amount of not less than six (6) months of your monthly break-even amount, which must include all required fees;
- Cybersecurity Insurance in an amount $2,000,000 (max HIPPA fine) to protect against cybersecurity threats, and accordingly, to require that we are named as additional insured on these

cybersecurity insurance policies;

- Such insurance as necessary to provide coverage under the indemnity provisions in the franchise agreement.

The policy must be written by an insurance company licensed in the state in which you operate and having at least an "A-" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide. You must identify Orthotic & Prosthetic Clinics of America Inc. as an additional insured – grantor of franchise and loss payee on insurance policies that you purchase and furnish us proof of the endorsement along with insurance certificates and/or other proof of coverage to us that we require.

Revenue Derived from Franchisee Purchases and Leases

We may make other such purchasing arrangements with vendors, and suppliers of certain equipment and products under which we may receive rebates of the purchase price.

As of the end of our most recent fiscal year, December 31, 2025, neither we nor our affiliate derived any revenue on account of franchisee purchases and leases.

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that the cost of required equipment and supplies purchased in accordance with our specifications will represent (a) 75% of your total purchases and leases in establishing the business and (b) 85% of our total purchases and leases during operation of the business.

Description of Purchasing Cooperatives; Purchasing Arrangements

We may negotiate purchase arrangements with suppliers or distributors, including price terms, for the benefit of franchisees. If we negotiate a purchase agreement, you must participate in the purchasing program. As of the Issuance Date of this disclosure document there are no purchasing arrangements, or purchasing/distribution cooperatives.

We do not provide you any material benefit (such as renewal rights or additional franchise rights) based on your purchase of particular products or services or use of designated suppliers.

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ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in the Franchise Agreement	Section in the Development Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Section 5	Not applicable	Items 11 and 12
b.	Pre-opening purchases/leases	Sections 5	Not applicable	Items 7, 8 and 11
c.	Site development and other pre-opening requirements	Sections 5 and 8	Article 4	Items 7, 8, and 11
d.	Initial and ongoing training	Section 8	Not Applicable	Items 6, 7, and 11
e.	Opening	Sections 5 and 8	Section 4.5	Item 11
f.	Fees	Sections 3, 8, 11, 12, 13, 15, 16, 17 and 18	Article 3	Items 5, 6, and 7
g.	Compliance with standards and policies/ Operations Manual	Sections 5, 6, 7, 9, 10, and 13	Not Applicable	Items 8, 14, and 16
h.	Trademarks and proprietary information	Sections 6, 7, and 9	Not Applicable	Items 13 and 14
i.	Restrictions on products/services offered	Section 13	Not Applicable	Items 8 and 16
j.	Warranty and customer service requirements	Section 13	Not Applicable	Item 16
k.	Territorial development and sales quotas	Section 13	Not Applicable	Item 12
l.	Ongoing product/service purchases	Section 13	Not Applicable	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	Sections 5, 10, and 13	Not Applicable	Item 6 and 8
n.	Insurance	Section 15	Section 7.2	Items 6, 7, and 8
o.	Advertising	Section 11	Not Applicable	Items 6, 7, and 11
p.	Indemnification	Section 21	Section 7.3	Item 6

Obligation		Section in the Franchise Agreement	Section in the Development Agreement	Disclosure Document Item
q.	Owner's participation/ management/ staffing	Section 13	Not Applicable	Item 15
r.	Records and reports	Section 12	Not Applicable	Item 11
s.	Inspections and audits	Sections 6 and 12	Not Applicable	Items 6, 11, and 13
t.	Transfer	Section 18	Article 8	Items 6 and 17
u.	Renewal	Section 4	Section 4.4	Item 17
v.	Post-termination obligations	Section 17	Section 2.2, 10.2	Item 17
w.	Non-competition covenants	Sections 7 and 17	Article 10	Item 17
x.	Dispute resolution	Section 23	Article 14	Item 17
y.	Unlimited Guaranty and Assumption of Obligations	Section 22, Attachment 3	Sections 8.3 and 13.6, Attachment D	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, Orthotic & Prosthetic Clinics of America Inc is not required to provide you with any assistance. OPCA reserves the right to charge reasonable fees for any additional assistance you may request.

Before you begin operating the Franchised Business, we will:

1. Make available to you our then-current specifications for the Franchised Business location, tools and equipment, and other equipment and supplies determined by us to be required by us for the establishment and development of the Franchised Business. (Franchise Agreement, Section 5.2.)

2. Approve or deny your proposed location for the Franchised Business within thirty (30) days after receipt of all information we require to evaluate your request. (Franchise Agreement, Section 5.1 and 5.2.)

3. Make our initial training program available to you, your Clinic Director, if not you, and up to one other employee. (Franchise Agreement, Section 8.1.)

4. Make available to you one of our representatives for the purpose of familiarizing your staff with our techniques and for providing general assistance and guidance in connection with the opening of the Franchised Business. (Franchise Agreement, Section 8.2.)

5. Provide you access to our digital, paper, or other formatted Confidential

Operations Manual and training materials. (Franchise Agreement, Section 9.1.)

After you begin operating the Franchised Business, we will:

6. Be reasonably available during normal business hours, as defined in the Franchise Agreement, to render advice, discuss problems and offer general guidance to you by telephone, email, newsletters and other methods as we deem appropriate in our sole discretion. (Franchise Agreement, Section 14.1.)

7. Periodically provide, at our discretion, advice and offer general guidance to you via telephone, e-mail, webinars, newsletters or other methods. Such advice and guidance may consist of knowledge and experience relating to the authorized products or services, sales leads, new developments, improvements or additions, software, equipment and supplies, as well as operational methods, accounting procedures, marketing and sales strategies. (Franchise Agreement, Section 14.1)

8. Provide you with modifications to the Confidential Operations Manual as they are made available to franchisees. (Franchise Agreement, Section 9.2.)

9. Hold periodic national or regional conferences to discuss business and operational issues affecting OPCA franchisees, including industry changes, new services and/or merchandise, marketing strategies, or additional training, and the like. Attendance is mandatory and at your sole expense (Franchise Agreement, Section 8.6)

10. We will administer and spend the collected National Marketing Fee contributions during the term of the agreement (Franchise Agreement, Section 11.2).

<u>Advertising and Promotion</u>

You must spend a minimum amount we specify on local advertising and promotion, including internet and digital advertising, print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We determine the minimum amount by assessing advertising costs in your area and taking into account the time of year that you are opening. We will provide you with guidance for conducting advertising, and we will review and approve the materials you use in your advertising prior to first use; however, you will pay for your ads and promotions directly. We are not required to spend any amount, on your behalf, on advertising in your Protected Area and we are not required to conduct any advertising on behalf of the Franchise System or on your behalf. You may develop your own advertising and marketing materials, at your own expense, subject to the requirements described below. We may, at any time, require you to redirect your local advertising spend to a specific medium or vendor.

We will maintain absolute control over all promotional and marketing materials to be used in your Clinic. You must obtain our prior approval of all advertising and promotional materials to be used by you including, but not limited to: internet advertising, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. We will use reasonable efforts to provide notice of approval or disapproval within 14 days from the date we receive all of the requested materials. If we do not approve your submitted materials by the end of the 14-day period, the materials are not approved for use. We reserve the right to change this exclusive vendor at any time without notice.

All marketing and promotion must be conducted in a professional and dignified manner and must conform to our specified standards and requirements. We anticipate conducting all advertising with a national or regional marketing agency. You will partner with our designated or approved media and marketing vendor for all marketing, advertising, brand development, media production, digital advertising management, social media management, and related promotional services for your OPCA Clinic.

<u>National Marketing Fee</u>

We engage in System-wide marketing, advertising, and promotion to assist in our regional and national advertising. You must pay a marketing fee ("Marketing Fee") of 1% of Gross Sales, however, this amount may increase up to 3% of Gross Sales in our sole discretion. We will provide you with a minimum of 30 days' notice prior to any increase in your contribution.

We utilize the Marketing Fee as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We may engage in local, regional, or national advertising. We are not required to spend any particular amount on advertising in your area or Protected Area and we cannot promise any franchisee a pro rata benefit.

(b) We may use your Marketing Fee to meet or reimburse us for any cost of conducting market research, producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; hosting an Internet web page of similar activities; employing advertising agencies to assist therein; providing promotional brochures and other marketing materials to franchisees;). We will not use Marketing Fee monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using Marketing Fee monies (including Internet advertising) information concerning franchise opportunities, and a portion of Marketing Fee monies may be used to create and maintain one or more pages on our web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

(c) Although not contractually required, we anticipate that all OPCA Clinics owned by us or an affiliate will make similar contributions to the Marketing Fee as required of franchisees.

(d) The Marketing Fee is not maintained separately from other collected fees or in separate accounts, is not an advertising fund or a trust, and the contributions are not audited.

(e) At the end of each calendar year, you may request an accounting of how the Marketing Fee monies were spent during the specified calendar year; and a copy of such accounting will be provided to you upon your written request. Currently, there is no franchisee advertising council that provides us with guidance or suggestions regarding advertising and marketing matters.

(f) During the last fiscal year ending December 31, 2025, we spent approximately 5% of collected Marketing Fee monies for general and administrative expenses, 50% on media placement, and 45% on media and advertising production.

<u>Advertising Cooperative</u>

We also have the right to create advertising cooperatives for the benefit of all OPCA franchises located in a particular region. We will determine the geographic territory and market areas for each cooperative advertising program. We have the right to administer the cooperative. We also have the right to collect and designate either all or a portion of the local advertising contributions for the funding of cooperative advertising. You must participate in any cooperative advertising program established in your region. OPCA businesses owned by us or our affiliates, if any, located within the cooperative market area are not contractually required to participate. Each cooperative will be required to adopt governing bylaws that meet our approval, and will be available for review. There are no limits on our right to change, dissolve or merge advertising cooperatives. Any cooperative formed is not a trust fund. We have no fiduciary duty to you or any franchisee in connection with the collection or use of the cooperative monies or any aspect of the operation of the Cooperative.

If cooperative advertising is implemented in a particular region, we have the discretion to establish an advertising council for franchisees in that region, and we may agree that the advertising council will self-administer the cooperative advertising program for that region, as well as act in an advisory capacity concerning the implementation, but not the content, of the advertising program. We will initially select the members of the advertising council, but once established, the franchisees in the cooperative will select subsequent or replacement members by vote. Each franchisee is entitled to one vote per each franchise business they operate. There is no advertising council within the franchise System at this time.

Digital Technology

You must continuously promote your OPCA Clinic and the goodwill of the Marks. The Digital Technology Fee is the fee to manage and create digital content, optimization, and website set-up and on-going maintenance amongst other digital marketing services. You must pay our approved third-party vendor a digital technology fee in the amount of $1,500 per month up to $4,500 ("Digital Marketing Fee") for services of an approved marketing agency. We reserve the right to increase this fee upon thirty days' written notice to you or delegate management of your OPCA's Business's digital marketing to any approved third-party supplier in our sole discretion. The Digital Marketing Fee is non-refundable and we reserve the right to receive rebates or compensation from the designated vendor.

Electronic Media

We may create and license to you, social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by you with any Internet directory, website, platform, or similar item in the operation of your Franchised Business. All such accounts and the data contained therein are and will remain our exclusive property. You may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which we license to you. You may not establish a presence on, or market on the Internet without our consent. We maintain a website, currently at www.opclinicsamerica.com.com, that provides information about the System and the products and services that we provide. We may alter, deactivate, or redirect this website at any time. We retain the sole and exclusive right to market on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, social media, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements. We retain the sole right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. We retain the sole right to approve any linking to, or other use of, OPCA website.

You are permitted to market your Franchised Business through approved social media channels in accordance with our social media policy. We may require that you utilize our designated supplier for social media marketing services. At all times you must comply with any social media policy that we develop. You may not engage in sales through alternative distribution channels or the Internet without our prior written approval. We are not required to give you such approval and may withhold or revoke such consent for any reason or no reason at all.

You will operate your Franchised Business so that it is clearly identified and advertised as Orthotics & Prosthetics Clinics of America. You will use the trademark "as Orthotics & Prosthetics Clinics of America" and the other Marks which now or hereafter may form a part of the System, on all signs, suppliers, business cards, uniforms, advertising materials, Technology platforms, signs and other articles in the identical combination and manner as we may prescribe in writing and you will supply to us samples and photographs of the same up on our request. You will comply with all trademark, trade name, service mark and copyright notice marking requirements and you will supply to us samples or photographs upon our request.

Grand Opening

30 days prior to opening of your Clinic through 60 days after your Clinic is open, you must spend a

minimum of $10,000 on your Grand Opening, including print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts.

For a Conversion Clinic, we anticipate you will spend $5,000 to $10,000 on your Grand Opening to announce you will be re-branding as an OPCA Clinic We will provide you with guidance for conducting your Grand Opening, including review and approval of all advertising materials.

Computer/CRM System

You must purchase and use any hardware and software programs we designate from time to time. You must also use the point-of-sale and business management and accounting software we designate, or provide to you, at our election. The approximate initial cost of the hardware and software ranges from $6,995 to $8,995 but we do not guarantee these costs and you must pay the then-current market rate charged by us or our designated vendor. This equipment must be able to support the technologies and software we require for operation of the Franchised Business. We reserve the right to require you to use other business management and accounting software providing customer relationship management, scheduling, inventory, and data management software and services. You must grant us continuous, independent, and unrestricted electronic access to all data generated by or stored in your computer and CRM systems.

You must purchase, for use in the Franchised Business at least two computers with the specified software installed on them. We may require that you add additional, new or substitute software, replace or upgrade your computer systems and equipment, and enter into maintenance agreements with third parties. Within thirty (30) days of such written notice, you must acquire, install, and maintain all required anti-virus and anti-spyware software as designated by us in addition to any email or Internet usage policies that we require. You are solely responsible for updating the manufacturer's software on each device and ensuring that each device is not running old, outdated or unsupported versions of the software. We anticipate your computer expense will range between $1,200 - $2,400.

There is currently only one approved practice management system that you will use that satisfies our requirements. You must purchase the approved system through an approved supplier as stated in the Manual(s). You must purchase and install Nymbl Practice Management and Electronic Medical Record System, O&P version ("Nymbl"), which will include the software and hardware required to operate your Franchised Business. Your ongoing Nymbl updates and/ or maintenance fee is estimated to be $3,000 per year, however the manufacturer sets all pricing for the Nymbl System and we will notify you of any increases or decreases as this information is made available to us. We reserve the right to act as the collection agent for Nymbl Practice Management and Electronic Medical Record System, OPCA Distribution, or OPCA Billing, and collect any fees you owe to them.

We require that you use QuickBooks as your accounting system. OPCA has obtained a multi-user franchising direct agreement with Intuit, manufacture of QuickBooks, which you may purchase through OPCA, at the dedicated website for OPCA Franchisees. You will be responsible for any upgrades or updates to the system thereafter in accordance with our standards and specifications. We will have access to the accounting system through QuickBooks remote access to validate the revenue for royalties.

The computer system and/or CRM System for your Franchised Business will be dedicated for the operation of your OPCA business and used for no other purpose. All sales must be processed through the approved CRM systems and reported as gross sales and no other supplemental or secondary CRM system may be used. We have the right to independently access all information collected or compiled by you or in accordance with your use of the software or electronic components at any time without first notifying you. You must update or upgrade computer hardware or software as we deem necessary, in our sole discretion.

You are not required to enter into any ongoing maintenance or support agreements for the maintenance of a computer or the various software programs, but you may find it advantageous to do so. The annual costs incurred by you for the optional or required maintenance updating, upgrading or support contracts for all of the computer systems range from $3,000 to $4,299 depending upon the number of licenses you may have. You may periodically be required to update or upgrade computer hardware and software, as we deem necessary. Neither we nor our affiliates, nor any third parties are required to provide ongoing maintenance repairs, upgrades, or updates to your computer system. We may introduce new requirements or modify our specifications and requirements for computer and point-of-sale systems. There are no limits on our rights to do so, except as disclosed in Item 16. We have the right to independently access and use all information you collect or compile in connection with the operation of the business, or contained in the required software at any time without first notifying you and there are no contractual limitations on our right to do so.

<u>Phone System</u>

You must purchase the approved phone system through a carrier of your choice. There must be a minimum of 2 VOIP phones in the franchised business and all phones must be connected to the overall phone system as stated in the manual. We estimate that the OPCA initial phone system will cost approximately $200.00 to $500.00 for the initial set up, plus a monthly fee of $49.00 per month per location depending upon the number of phones or phone lines you may require. We reserve the right to create a system wide phone and technology system and have one combined setup charge and monthly fee, with a thirty (30) day advance notice. We reserve the right to act as the collection agent for the phone system, and collect fees you owe.

<u>Business Listing</u>

You must list your business with Google Places, Facebook Ads, Google Adwords, and Print Ads and/or radio ads as applicable. All online or Internet based requirements will be completed by a third-party marketing agency as we designate, and you will be responsible for the costs associated with this online requirement. We estimate these costs will be approximately $2,000 per month plus on-going fees. This must be completed prior to opening but no less than 30 days from your actual opening date. This includes either 250,000 in population or is defined by zip codes or may also be defined as a 3-mile radius surrounding your Clinic location. Upon expiration or termination of this Agreement, it is your obligation to remove or assign us the ownership to such directory and/or online advertisement.

<u>Site Selection</u>

You may operate the Franchised Business from a commercial real estate space of approximately 1,200 to 2,000 square feet. You must operate the Franchised Business from an approved location within your Protected Area.

The factors we will evaluate in considering approval of a leased facility include: the general location and neighborhood, visibility, ease of access to the proposed site; pedestrian and traffic patterns, parking; terms of the proposed lease, utilities and zoning issues. We may assist you in your search by suggesting some key requirements to look for and we may assist with your negotiations in this process; however, site selection is solely your ultimate responsibility. Our approval of a site is not a representation or warranty that the location will be successful or profitable.

You are responsible for securing (either by leasing or purchasing the location) an approved site within 90 days of signing the Franchise Agreement. We will use reasonable efforts to approve or disapprove the proposed site within thirty (30) days after your request for our approval. Our decision will be provided to you in writing. (Franchise Agreement, Section 5.1)

If you and we are unable to come to an agreement on a particular site, the site will be deemed rejected, and you will need to locate a different site. If no other site is agreed upon within 120 days following execution of the Franchise Agreement, we have the right to terminate the Franchise Agreement. (Franchise Agreement, Section 5.3)

We do not plan to own any of the sites where our Franchised Businesses will be located and do not guarantee leases or lease retail space to franchisees.

Other than our affiliate, which provides the initial inventory and equipment package, we do not provide assistance with providing equipment, signs, fixtures, opening inventory or supplies other than providing you with a list of our approved vendors. We reserve the right to receive rebates or commissions from any approved vendor based on your purchases.

If the Clinic is not open according to these deadlines, we retain the right to terminate the franchise agreement. We reserve the right to require you to install cameras and provide an independent access to these cameras to us for the sole purpose of following the progress of the construction of your Clinic. You may purchase and install your own cameras provided that you give us access to the live stream/feed. In addition to the installation of the cameras, we may request additional information regarding the status of your construction, approvals, and permits required for you to open your OPCA Clinic.

When you sign a Development Agreement with us, site selection and approval of the clinic location are governed pursuant to a signed franchise agreement between you and us as it relates to each location. If you sign our Development Agreement, we will agree on a "Development Area" within which you may locate the Clinics based on your development schedule. For each clinic location selected under the development agreement, we will determine and approve the location of each future clinic and any territories for those clinics and our then-current site selection criteria will be applicable.

As a condition of renewal or transfer or during the term of your Franchise Agreement with us, we may require you to upgrade or renovate the Clinic You agree to comply, at your expense, with all such modifications, including, without limitation, all requirements to implement the modifications, such as replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements, including structural changes. We will notify you of any such System changes and you must implement any System changes upon receipt of notice thereof from us, and you must complete the implementation within such time as we may reasonably specify. There are no contractual limitations on us relating to the frequency and cost of such obligations for you.

Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchise is 120 days but not more than 365 days. Factors that may affect or delay your operations include: the ability to schedule and attend training, financing, secure permits, purchase of equipment, and/or location and lease of a commercial space after signing the Franchise Agreement. If you fail to meet this 365-day opening deadline we may terminate your franchise.

Confidential Manuals

We have a compilation of written and virtual confidential Manual(s) and materials that total 486 pages. Failure to follow the mandatory specifications, standards or operating procedures in the Manuals, as amended from time to time, may constitute a material breach of the Franchise Agreement. If the material breach is not cured within 30 days of receipt of our written notice of default, we may terminate your Franchise Agreement.

The Manual(s) contains specifications for both mandatory and suggested standards and procedures. These Manual(s) are confidential and remain our property. We may modify the Manual(s), but the modifications will not alter your status and rights under the Franchise Agreement. You must maintain a current, updated copy of the set of Manuals. If there are any disputes over the contents of the Manual(s), the terms of the master copy maintained at OPCA headquarters will control. Our interpretations of the provisions of the Manuals are controlling, and you must abide by our interpretations. The Table of Contents is attached as Exhibit F to the Franchise Agreement.

Training

At least 60 days before your Clinic's opening date, you and/or your Clinic Director (if not you) plus one employee must attend and complete our initial training program to our satisfaction including the passing of tests at the conclusion of training. We will conduct an Initial Training program quarterly or on an as-needed basis of approximately 10 business days. Training will take place at our headquarters in New Haven, CT, online, or at another location as we may designate from time to time. Our Initial training program covers all material aspects of the operation of an OPCA Franchised Business, including a variety of topics that you will need for daily operations of your OPCA Clinic. We expect individuals will advance through the training program at different rates depending on a variety of factors such as background and experience. Accordingly, the time frames provided in the following chart are an estimate of the time it will take to complete training.

If our representative is scheduled to conduct on-site training program at your Franchised Business and you subsequently cancel the scheduled training program, then you must pay us our then current on-site training cancellation fee ("On-Site Cancellation Fee"). The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance you notify us in writing of the cancellation but currently will be the greater of $500 per person per day or our actual costs due to your cancellation, which may include any non-refundable travel expenses.

INITIAL TRAINING PROGRAM

Subject[1]	Hours of Classroom Training[2]	Hours of On-the-Job Training[2]	Location[3]
Facility Location	1	0	Virtual Webinar
Orthotic & Prosthetic Clinics of America Initial Inventory	1	0	Virtual Webinar
Decor	1	0	Virtual Webinar
Customer Rights	1	0	Virtual Webinar
HIPAA and Sexual Harassment	1	0	Virtual Webinar
Nymbl EMR System	6	0	Virtual Webinar
Customer Service	2	0	Virtual Webinar
Returns, Exchanges, and Refunds	1	0	Virtual Webinar
Human Resources	1	0	Virtual Webinar
Compliance and Insurance	1	0	Virtual Webinar
Accreditation	1	0	Virtual Webinar
Management	1	0	Virtual Webinar
Billing and Documentation Education	1	0	Virtual Webinar
Auditing	1	0	Virtual Webinar
Total Hours	20	0	

These times and topics are estimates only. Certain segments of the training may vary from the chart shown above based on schedule changes due to business requirements and other factors. We will attempt to give you advance notice when this occurs.

Our initial training program is overseen currently by Ed Kaufman, or any other person we designate with a minimum of one year of experience in the industry. Mr. Kaufman has been with us since our formation in 2017 and he has over twenty-one years' experience in the healthcare field. If circumstances require, a substitute trainer may provide training. If we choose to provide training at a physical location, we may use your location as a training facility upon notice to you. If we do, we will provide to you, instead of paying you, the ability for you to enroll your employees or contractors into the training class being taught by us free of all charges, which is to be considered payment in full, for use of the facilities. There is no limit on the number of times during the term of the Franchise Agreement that we can use your location as a training facility.

The training will include the following instructional materials: OPCA Confidential Operations Manual and other supplementary materials. The dates and location of the training will be communicated to you by e-mail or telephone prior to your scheduled training session.

New Clinic Director

If you replace your Clinic Director, your new Clinic Director must attend initial training program within 30 days of placement and prior to commencing operations. For this additional training, you must pay $1,200 per day per person, plus all travel costs and living expenses.

Sales Representative Training

Sales Representative Training will consist of one sales representative providing weekly training virtually for approximately six (6) months. If you request in-person training and we have an available representative, you will be responsible for the reimbursement of all of our actual expenses, such as travel and related expenses. If your sales representative leaves your Clinic, this training will re-start from the beginning for a period of six (6) months for the newly hired sales representative.

Nymbl System Training

You will use Nymbl's system training to familiarize you and your staff with the Clinic's CRM system and its functionality in your specific environment. Nymbl offers up to 6 digital sessions as part of the onboarding process as well as ongoing continuing education credits, all of which are included in the $3,500 fee. This fee is due prior to opening.

Refresher Training

Periodically, you, your managers, or employees must attend refresher/enrichment training programs to be conducted at our headquarters or another location as we may designate from time to time, and are mandatory. There is no charge for this training, however, attendance at these programs will be at your expense, including travel expenses if applicable. Except for webinars that do not require travel, you are not required to attend more than one of these programs in any calendar year, and these programs will not exceed three days during any calendar year. We may require the you or Clinic Director to attend enrichment training, which is mandatory if you fail to meet our minimum performance expectations. We reserve the right to increase the frequency and duration of these programs as we deem necessary for the protection of the System, and you waive any limitations on the number of programs you must attend per calendar year.

If you request or we determine that additional operations assistance is needed or required, we will conduct such training at the current rate of $1,200 per person per day; such training is open to your Clinic Director and/or employees.

Annual Conference

We will hold annual national or regional conferences and attendance at these conferences is mandatory. However, we do not require attendance at more than one conference during any calendar year. You must pay the conference registration fee, which currently does not exceed $1,500 for two attendees per conference. You are also responsible for all of your related costs for you and/or your staff to attend the conference, including travel expenses. Additional attendees will be billed at $750 each. If you fail to attend any required conference you will be billed a $2,000 conference registration fee for the missed conference. Failure to attend is a default of the franchise agreement.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from clinics that we own, or from other channels of distribution or competitive brands that we control.

Franchise Agreement

Site Selection Area

You must select a site from within the Site Selection Area as identified in the Franchise Agreement. You will operate the Clinic at a location within the Site Selection Area that you have selected and that we have accepted as meeting our minimum site selection criteria for OPCA Clinics. Your Site Selection Area, which will be delineated by a geographic area (such as counties or other political boundaries, streets, geographical features, or trade area). Currently we define this by zip codes. Once your specific clinic location is finalized and accepted, your Site Selection Area will automatically terminate, and your territorial rights will convert strictly to the non-exclusive, limited Protected Area granted to you in the franchise agreement.

Purchase of a Second Protected Area

During the term of your franchise agreement, if the population density within your designated Protected Area exceeds 250,000, and provided you are in full compliance of all terms of your franchise agreement, you will be granted a strict, one-time option to purchase a second neighboring territory within a three-mile radius of your existing OPCA Clinic. You must accept this one-time offer within 16 days of our disclosure of the then-current Franchise Disclosure Document (FDD) and within 9 days of receiving the amended franchise agreement detailing the second territory's terms; otherwise, the option permanently expires and will not be offered again. If you choose not to purchase the second territory, we retain the right to operate a company-owned clinic or grant another franchisee the right to operate in that territory and you will not be entitled to any compensation. Furthermore, we retain the right to unilaterally modify your territory and document this change via an amendment to the franchise agreement, provided that the Protected Area you retain continues to have a population of approximately 250,000.

Protected Area

You will operate the Clinic at a location that you have selected and we have approved. When the Clinic's location is identified, we will mutually agree on a "Protected Area," which will be identified in Attachment 1 to the franchise agreement. Your Protected Area may be defined as a specified radius with its central point located at the Clinic's main entrance, may be identified on a map, or may be identified by a geographic description. We reserve the sole right to determine the method of measurement (e.g., radius, map, or geographic description). The minimum Protected Area may be as small as an office or retail building for Clinics in densely populated, urban areas, and will likely be larger in suburban, less populated areas. If we do not identify a Protected Area on Attachment 1 to the franchise agreement, the Protected Area will be the lesser of a fifteen-mile radius with its central point located at the Clinic's main entrance or a population of approximately 250,000. If during the Term of this agreement, the population density exceeds 250,000 within your Protected Area, we reserve the right to adjust your Protected Area to maintain approximately 250,000 upon a written notice to you. Except as provided below, no other OPCA Clinics will be located in your Protected Area, but another franchisee's protected area may overlap with your Protected Area and you waive any claims related to such overlap.

Reservation of Rights

We have the right to: (a) establish, own or operate, or continue to own or operate, and license others to establish, own or operate, or continue to own or operate OPCA Clinics outside of the Protected Area; (b) establish, own or operate, and license others to establish, own or operate, or continue to own or operate, other businesses under other systems using other trademarks at locations inside or outside of the Protected Area; (c) purchase or acquire the assets or controlling ownership of one or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Protected Area; (d) be acquired by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Protected Area; (e) provide the services and sell any products authorized for OPCA Clinics using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, within Non-Traditional locations and Internet sales and catalog sales inside and outside of the Protected Area; (f) modify and reduce your Protected Area if population within your protected area increases beyond 250,000 individuals; and/or (g) engage in any other activities not expressly prohibited in the Franchise Agreement. We will not pay you any compensation for soliciting or accepting orders as described above.

Other than our reserved rights there are no circumstances that permit us to modify your territorial rights under the franchise agreement. Unless we grant you development rights under a development agreement or option to purchase a second protected area if your Protected Area is modified, we do not grant you any options or rights of first refusal to acquire additional franchises.

Relocation

You may relocate the Clinic, only with our prior written consent, which may be withheld in our sole discretion. We may consent to relocation if your lease expires or terminates through no fault of your own, or if the Clinic is destroyed or materially damaged by fire, flood, or other natural catastrophe and you are not in default of the franchise agreement or any other agreement with us or our affiliates. If applicable and if approved, you must reimburse us our costs associated with review and approval of the new location for your Clinic.

Development Agreement

You will not receive an exclusive territory. You may face competition from other franchises, from clinics that we own, or from other channels of distribution or competitive brands.

Under the development agreement, we grant you the right to develop and operate a specified number of OPCA Clinics within a specified Development Area. The Development Area will be identified on Attachment B to the development agreement and may be described in terms of cities, counties, states, or some other designation.

We will approve the location of future sites and territories for those sites, using our then-current standards for site selection. During the term of the development agreement, we will not own or operate, or grant anyone else the right to operate, a OPCA Clinic within the Development Area, except where we have reserved our rights to do so. We reserve to ourselves all other rights, including the right to own and operate and to grant others the right to own and operate OPCA clinics outside the Development Area, regardless of their proximity to the Development Area, and in reserved areas located within and outside the Development Area. We also have the right to distribute products and services identified by the Marks via mail order, catalog sales, and/or the Internet, and to make deliveries of products or permit other franchisees to make deliveries to residents within your Development Area and right to provide products and services through alternative channels of distribution within your Development Area. We are not required to compensate you if we exercise any of the rights specified above inside your Development Area.

If you fail to meet any of your obligations under the development agreement, including the development obligations, we may (1) terminate or modify any territorial protections granted to you, (2) reduce the size of the Development Area, or (3) reduce the number of clinics which you may establish under the Development Schedule. There are no other circumstances that permit us to modify your territorial rights under the development agreement. After the expiration of the term of your development agreement, we may own, operate, franchise, or license others to operate additional OPCA clinic's inside and outside your Development Area. However, any clinics established by us or other franchisees anywhere, including within your Development Area, remain subject to the territorial rights granted to you for any active Protected Area established under an executed franchise agreement.

Clinics anywhere, without restriction, including in your Development Area, are subject to the rights granted to you in the Protected Area established under any then-existing franchise agreement.

National Accounts

Notwithstanding the above, we may enter into agreements with certain "National Accounts," which permit other Franchisees (on terms and conditions more specifically described in the Manuals) to enter into agreements with such National Accounts that contemplate performance in your Protected Area of sales or parties, or other services or products.

A National Account is defined as: (a) a potential or existing commercial customer that has multiple sites, offices, or retail premises, at least one of which is located outside your Protected Area, (b) any retail, manufacturing or wholesale company, contractor, or similar business whose clientele or employees includes potential customers for regular services or products or team building exercises, and (c) operators of web sites (or similar referral sources) that offer to refer customers to us and our Franchisees for a fee.

We will consider you available for all National Account agreements unless and until you expressly opt out, in writing, one or more agreements that we present to you. If you choose to opt out with respect to any National Account in your Protected Area, or if you fail to provide sales, or other services to a particular National Account in the Protected Area on any two occasions within a rolling 12-month period, or if we deem in our opinion you are not able to serve the National Accounts, we may grant another franchisee the right to provide sales, or other services with respect to that particular National Account in your Protected Area for the remainder of the term. There is no requirement that we compensate you for soliciting or accepting these orders if you elect not to participate.

ITEM 13
TRADEMARKS

Our affiliate, OPCA IP has registered the following principal trademarks ("Marks") on the Principal Register of the United States Patent and Trademark Office where all required affidavits have been filed and OPCA IP intends to file all renewals of Marks when due.

Mark	Registration Number	Registration Date	International Class
ORTHOTIC & PROSTHETIC CLINICS OF AMERICA	6881647	October 18, 2022	044
(Design Mark)	7051760	May 16, 2023	007 010 040 044

OPCA IP does not yet have a federal registration for the following trademark. Therefore, the following trademark does not have as many legal benefits and rights as a federally registered trademark. If OPCA's right to use the Mark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Mark	Serial Number	Application Date	International Class
Orthotic & Prosthetic CLINICS OF AMERICA	99845973	May 26, 2026	044

We claim common law rights to the following marks:

Mark	Serial Number	Application Date	International Class
Orthotic & Prosthetic Clinics of America www.opclinicsamerica.com	N/A	N/A	Common Law

OPCA IP has granted us the right to use the Orthotic & Prosthetic Clinics of America Marks in connection with the franchising of OPCA franchises under an Intercompany License Agreement dated August 29, 2017 and as may be amended from time to time. The term of the license is for 99 years. The license agreement may be terminated if we take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if we wind up, sell, consolidate or merge our business, or if we breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach. Within the license agreement, the term "Marks" includes any other trade names, service marks, trademarks, designs, logos, slogans and commercial symbols now in existence or later adopted by OPCA IP, LLC that are used in connection with the System. This license agreement licensed to Us any future trademarks acquired by OPCA IP, LLC as well. In the event that OPCA IP, LLC terminates our Agreement with them, they must honor all Franchisees sublicense agreements, including the right to renew. Other than the above disclosures, there are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court. There are no pending infringement, opposition or cancellation proceedings, and no pending litigation involving any of the Marks that may significantly affect the ownership or use of any Mark listed above. We know of no infringing or prior superior uses that could materially affect the use of the Marks.

You do not receive any rights to the Marks other than the exclusive right to use them in the operation of your Franchised Business. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the Franchised Business. You cannot use our name or Mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized services or products, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You must not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges, or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your Franchised Business for the new or modified Marks. You do not have to spend an amount unreasonably disproportionate to your initial investment during the initial term of the Franchise Agreement to conform your Franchised Business to changes to the Marks and other System modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

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

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words "Orthotics & Prosthetic Clinics of America" or any variation thereof without our prior written consent.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise. We do not have any pending patent applications that are material to the franchise. We own copyrights in the Confidential Operations Manual, our website, our marketing materials, and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain trade secrets and other confidential information, including methods of business management, accounting, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a OPCA Franchised Business. "Confidential Information" means all trade secrets, the standards, and other elements of the System; all customer information; all information contained in the Manuals; our proprietary knowhows and standards and specifications for product preparation, packaging and service; method or advertising and marketing, customer communications, training materials, financial information; marketing data; vendor and supplier information; any EMR software, Practice Management System software, billing software, and buildout information and the data contained therein, all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the franchise agreement, and all other information that we designate.

We will provide our trade secrets and other confidential information to you during training, in the Confidential Operations Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your Franchised Business. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees. You may not use any of our copyrighted works on the Internet without our express written permission. This includes display of the copyrighted works on commercial websites, gaming websites, and social networking websites (such as FACEBOOK, INSTAGRAM, TIK TOK, or X). We must provide you written approval prior to first use.

Certain individuals with access to trade secrets or other confidential information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company, or other business entity, and your managers, executives, employees, and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

You and your employees must maintain the confidentiality of all information contained in the Manual and other information that we consider confidential, proprietary or trade secret information. All ideas, concepts, techniques, or materials concerning the Franchised Business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement.

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

You must devote yourself and use your full time and best efforts to promote and increase the sales, goodwill, and recognition of the services offered through the Franchised Business. You must attend and satisfactorily complete our initial training program before you open the Franchised Business. The Franchised Business must always be under the direct, full-time, day-to-day supervision of you or your Clinic Director (if not you). Franchisor has the right to approve your Clinic Director and/or your Certified Prosthetist/Orthotist (CPO) in its sole discretion. In the event you appoint a Clinic Director, they must also be an owner of the franchisee with no less than 5% equity interest with a vesting option not to exceed five (5) years. You and your Clinic Director are responsible for the operation of your Franchised Business in accordance with the terms of the franchise agreement and the Manual.

If you appoint a Clinic Director, before assuming the role, they must attend and satisfactorily complete our initial training program and you must keep us informed at all times of the identity of your Clinic Director. If you must replace the Clinic Director, your replacement Clinic Director has thirty (30) days to attend and satisfactorily complete our initial training program.

We may require certain individuals associated with your Franchised Business, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees, and staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements. If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity and their spouses/partner are required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement.

If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally responsible for your breach of the Franchise Agreement by signing the Unlimited Guaranty and Assumption of Obligations attached to the Franchise Agreement.

If the franchisee is a business entity, each Owner must sign an Unlimited Guaranty and Assumption of Obligations substantially in the form attached as Attachment 3 to the franchise agreement and the Guaranty and Personal Undertaking as Attachment D to the development agreement. Any individual who attends our initial training program must sign a confidentiality and non-compete agreement substantially in the form attached as Attachment 2 to the franchise agreement. You must have your Clinic Director and any other personnel whom we request who will have access to our training, sign covenants not to compete and agree to maintain the confidentiality of information they have access to through their relationship with you, in the form attached as Attachment 2.

You must notify us promptly if your Clinic Director cannot continue to serve or no longer qualifies as a Clinic Director. You will have 30 days from the date of the notice (or from any date that we independently determine the Clinic Director no longer meets our standards) to take corrective action. During that 30-day period, you must provide for interim management of your operations in compliance with the franchise agreement. Any subsequently appointed individual must complete our training program and meet our standards and specifications.

We do not impose any anti-poaching restrictions that prohibits you, or any other franchisee, from soliciting or hiring any person currently employed or previously employed within the franchise system. However, if you hire another OPCA's franchisee's employees within one year of the employee attending our training program, you are required to reimburse the other franchisee the then-current training fee and its costs associated with sending that employee to training.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must only offer the services and products we specify; however, if you wish to sell products or offer services that are related to or complimentary to your OPCA Franchised Business, you must first seek our approval prior to offering such product or services. We may withhold such consent for any reason or no reason at all. We may add, eliminate, or modify authorized goods and services, and we may modify standards and procedures, all in our sole discretion. We may also add, eliminate, or modify the use of pre-approved vendors and manufacturers providing goods and services at any time without notice.

You may designate one day or a portion of that day per week to provide prosthetic services to our animal community, however you must dedicate that time to animals only and refrain from scheduling appointments with your human clients at the same time. We reserve the right to revoke your permission to provide animal services at any time. Failure to meet our guidelines and standards we designate in our Manual for services to our animal community or otherwise will be a material breach of the Franchise Agreement. Once this designated time has elapsed, you must clean and sanitize all areas in preparation for seeing your human clients. We reserve the right to inspect the premises at any time to ensure compliance.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences. We will not unreasonably withhold our consent to use such products or services. You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we may disapprove.

We may change the System or any part of the System at any time, and as changed it will remain the System. We own any improvements or changes in the System whether we, you or other franchisees develop them and have the right to adopt and perfect such improvements or changes without compensating you. If we modify the System, you must, at your own expense, adopt and use the modification(s) as if they were part of the System at the time you signed the Agreement.

There are no restrictions on our right to modify the types of goods and services you will offer except that we will remain primarily offering and selling goods and services currently offered under the System. We may take any action pursuant to our rights under the franchise agreement, if you purchase or sell unapproved products or make purchases from unapproved suppliers.

Additionally, you will be required to honor all pricing published in national advertisements for all products and services. We reserve the right to establish maximum, minimum, or fixed prices for all products and services to the extent permitted by law.

You must participate in all market research programs that we require, which includes test-marketing new products or materials, purchasing a reasonable quantity of new products or materials for test-marketing, and promoting the sale of the new products or services. You must provide us with timely reports and test results for all such programs. If we implement any loyalty, rewards or gift certificate programs, you must purchase and distribute all coupons, clothing, toys, gift certificates, cards, and other collateral merchandise (and only the coupons, clothing, toys, and collateral merchandise) designated by us for use in connection with each such program, promotion, or deal. We may receive research and development credits for all market research conducted and you will be required to get your patients to written consent to such programs and data collection procedures prior to implementation.

You may not cobrand with another concept, offer, utilize, or provide services directly or through third parties without our prior written consent. You may not ship products, regardless of the destination without our prior written consent, nor distribute products through wholesale channels, or other retailers.

We do not place restrictions on you with respect to who may be a customer of your Franchised Business for goods and services inside of your Protected Area. We restrict and prohibit providing services and goods to ay customer outside your Protected Area.

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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 agreement attached to this disclosure document.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	FA: Section 4.1	The initial term is 10 years.
b. Renewal or extension of the term	FA: Section 4.2	You have the right to renew for one additional 10-year term.
c. Requirements for franchisee to renew or extend	FA: Section 4.2	You may renew the Franchise Agreement if you comply with the following terms and conditions: (a) have given timely written notice of your intent to renew, not less than 9 months nor more than 12 months prior to the end of the Initial Term; (b) have fully complied with the terms and conditions of the Franchise Agreement and have timely cured any default; (c) retain the right to maintain possession of the Franchised Business or an approved substitute location for the term of the renewal; (d) you have updated and refurbished the Clinic premises so that they reflect our then-current image, trade dress, equipment, and furnishings requirements; (e) have satisfied all monetary obligations owed to us, or our affiliates (if applicable); (f) paid the Renewal Fee; (g) are not in default of any provision of the Franchise Agreement or any other agreement between you and us; (h) are in good standing with all applicable licenses and/or certifications; (i) sign our then-current form of Franchise Agreement, which may contain materially different terms and conditions such as higher royalty or marketing fees; (j) comply with current qualifications and training requirements; (k) complete an updated background screening which may include, but is not limited to, an updated drug screening; (l) and sign a general release, subject to state law, in a form the same as or similar to the General Release attached to the Franchise Agreement.
d. Termination by Franchisee	No Provision	Not Applicable

Provision	Section in Franchise or Other Agreement	Summary
e. Termination by franchisor without cause	No Provision	Not Applicable
f. Termination by franchisor with cause	Section 16.1, 16.2, 16.3	We can terminate if you materially default under your Franchise Agreement, any other individual Franchise Agreement, or any Store Development Agreement (other than solely for your failure to meet your development obligation), or any other agreement between you or your Affiliates and us and our Affiliates. In the event of the death or permanent incapacity of an Owner, we may terminate if you fail to adhere to the applicable transfer requirements.
g. "Cause" defined – curable defaults	Section 16.4	(a) You fail to timely establish, equip and commence operations of the Franchised Business; (b) You fail to have you and/or Clinic Director satisfactorily complete any training program; (c) You engage in any activity exclusively reserved to us, and fail to cure such offending activity within five (5) days after delivery of written notice; (d) You fail to comply with any applicable law or regulation, and fails to cure such failure within ten (10) days after delivery of written notice; (e) You fail to pay any amounts due under this Agreement, and fail to cure such default within five (5) days after delivery of written notice default; (f) You fail to procure or maintain insurance as specified in Section 15 of the Franchise Agreement, and fail to cure such default within ten (10) days after delivery of written notice of default; (g) You materially breach any other provision of this Agreement, and fail to cure such default within thirty (30) days after delivery of written notice of default; (h) each year you fail to obtain a yearly Department of Justice background check plus drug screening by February 1 through the Term of this Agreement and fails to cure such breach within 30 days; (i) you fail to cure any loss of license or certification as required to continue the operation of your Clinic within 60 days of notification; or (j) You will have 24 hours to cure any default related to your criminal background check, drug test, or financial check.
h. "Cause" defined – non-curable defaults	Section 16.1, 16.2 and 16.6	We can terminate without opportunity to cure upon the happening of: (a) certain bankruptcy, foreclosure or insolvency events; (b) convicted

Provision	Section in Franchise or Other Agreement	Summary
		of or plead no contest to a crime or offense that is a felony and/or would place them on the sex offender's registry, crimes against a human, sexual harassment against an employee, domestic abuse charges, animal abuse, elderly abuse, any theft charge, or is likely to affect the reputation of either party or the Franchised Business; (c) failure to maintain all required professional licenses, permits, certifications for more than 5 calendar days; (d) a material misrepresentation or omission in its application for the Franchise or otherwise entering into this Agreement; (e) failure to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business; (f) discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Confidential Operations Manual, Trade Secrets or any other Confidential Information; (g) failure to have any holder of a legal interest or in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee, execute a nondisclosure and non-competition agreement, or failures to provide Franchisor with copies of all signed nondisclosure and non-competition agreements; (h) abandonment of your Clinic for five or more consecutive days; (i) unauthorized transfer of control of the operation of the Franchised Business or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required; (j) submission on 2 or more separate occasions data/reports reflecting an understatement of the Royalty Fee or any other fee by more than 2% and you are unable to demonstrate it was an inadvertent error; (k) misuse or unauthorized use of the Marks; (l) failure to submit reports on 2 more separate occasions (whether cured or not); (m) violation on two (2) or more occasions any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees or the public; (n) failure to comply with any provision of this Agreement two or more times in a twelve-month period, whether or not subsequently cured; or failure on 2 or more

Provision	Section in Franchise or Other Agreement	Summary
		separate noticed occasions to comply with the same obligation, whether or not those failures to comply are subsequently corrected; or (o) a default under any other agreement between us (or any Affiliate) and you, such that we or our Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.
i. Franchisee's obligations on termination/non-renewal	Sections 16.9 and Article 17	(a) immediately cease operation of the Franchised Business (including but not limited to de-identification of any signs bearing our Marks; (b) stop using any Confidential Information, the System and the Marks; (c) return all information written or electronic regarding contracts, customer lists, and marketing efforts; (d) cancel or assign to us any assumed names; (e) pay all sums owed to us or our Affiliates including damages, liquidated damages and costs incurred in enforcing this Agreement; (f) return the Manual(s) and all other Confidential Information; (g) assign any email, telephone and fax numbers for the Franchised Business to us; (h) refrain from any action to reduce the goodwill of your customers or potential customers, towards us or other Franchisees; (i) comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement; (j) keep and maintain all business records for a period of 3 years; and (k)Your obligation to pay royalties, national marketing fees, and local advertising fees on sales made during the franchise term continues even after the Agreement ends. You must submit monthly reports and payments for any late customer payments you collect post-termination until all remaining accounts receivable are resolved or written off. We retain the right to audit your books, bank records, and tax returns after termination to ensure compliance.
j. Assignment of contract by franchisor	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by franchisee-definition	Article 1, Section 18.2	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement or the Franchised Business's assets.

Provision	Section in Franchise or Other Agreement	Summary
l. Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 18.2, Article 19	We will consent to a transfer if: (a) all requirements of Article 19 have been completed; (b) all obligations owed to us are paid; (c) you or any transferring owners have signed a general release, subject to state law, in a form the same as or similar to the General Release attached to the Franchise Agreement; (d) the Transferee meets qualifies under our current management, business and financial standards; (e) the Transferee and all persons owning any interest in the Transferee sign the then-current Franchise Agreement; (f) the transferee and all applicable parties executes a general release of any and all claims; (g) you have provided us complete copies of all contracts and agreements with related documentation relating to the intended transfer; (h) you must pay a transfer fee applicable at the time you submit notice of transfer and a Transfer Training Fee; (i) Transferee has obtained all necessary consents and approvals of third parties; (j) you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Non-Disclosure and Non-Competition Agreement attached to the Franchise Agreement; (k) the Transferee has agreed that its Clinic Director will complete the initial training program and paid any applicable fees before assuming management of the Franchised Business.
n. Franchisor's right of first refusal to acquire franchisee's Franchised Business	Section 19	We may, but are not obligated to, match any *bonafide* offer for your Franchised Business
o. Franchisor's option to purchase franchisee's Franchised Business	Section 17.4	Except as described in (n) above, we do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business for book value.

Provision	Section in Franchise or Other Agreement	Summary
p. Death or disability of franchisee	Section 18.6	After the death or incapacity of an owner of the franchise, their representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the franchise within 180 days of death or incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 7.4	You, your owners (and members of their families and households) and your officers, directors, executives, managers and professional staff are prohibited from: attempting to divert any business or customer of the Franchised Business to a Competitive Business; competing with Franchised Business for Competitive Services; or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For two years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers and professional staff are prohibited from: owning or working for a competitive business within the Protected Area, within 25 miles from the perimeter of the Protected Area, or within the 25 miles from protected area of any other OPCA Clinic; or soliciting or influencing any of our customers or business associates to compete with us, terminate or modify their relationship with us. (Subject to state law). "Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) Competitive Services, excluding any business operated under a franchise agreement with Franchisor or any publicly-held entity in which you own less than a five percent (5%) interest. "Competitive Services" means products or services the same as or similar to those provided by OPCA Businesses (including, but not limited to, providing prosthetic, orthotic, and pedorthic products) or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate, or its other franchisees.

Provision	Section in Franchise or Other Agreement	Summary
s. Modification of the agreement	Sections 9.2, 22.7, and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Manual(s) without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the franchise disclosure document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	Sections 23.7 and 23.8	Claims, controversies, or disputes from or relating to the Franchise Agreement must be mediated, and if mediation is unsuccessful, submitted to arbitration, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information or for actions related to monies past due. There is no requirement to mediate after termination of the Franchise Agreement.
v. Choice of forum	Section 23.2	Mediation and arbitration at the AAA offices located in the city where our principal business office is located at the time mediation and/or arbitration occurs. Venue for any other proceeding is the courts in the county in which we maintain our principal business office (subject to applicable state law)
w. Choice of law	Section 23.1	Texas law applies (subject to applicable state law). See the State Specific Addenda attached to this disclosure document.

DEVELOPMENT AGREEMENT

	Provision	Section in the Development Agreement	Summary
a.	Length of the agreement term	Section 2.1	The period beginning on the effective date and ending on the earlier of: (1) the date on which you have completed your development obligations, or (2) 12:00 midnight CST on the last day specified in the development schedule described in Attachment B of the development agreement.
b.	Renewal or extension of the term	Section 2.2, 5.3	Unless we consent in writing, you may not open more than the total number of Clinics comprising

	Provision	Section in the Development Agreement	Summary
			your development obligation. You do not have the right to renew your development agreement.
c.	Requirements for developer to renew or extend	Not applicable	Not applicable.
d.	Termination by developer	Not applicable	Not applicable.
e.	Termination by the franchisor without cause	Not applicable	Not applicable.
f.	Termination by the franchisor with “cause”	Sections 9.1, 9.2, 9.3, 9.4, 9.5, and 9.6	We can terminate if you materially default under your development agreement, an individual franchise agreement, or any other agreement between you or your affiliate and us. In the event of the death or permanent incapacity of an owner, we may terminate if you fail to adhere to the applicable transfer requirements. We can terminate if you have repeated defaults under your development agreement (even if cured) in any time frame, and two or more default notices within a 12-month time frame of your development agreement.
g.	“Cause” defined - curable defaults	Sections 9.3, 9.4, 9.5, and 9.6	You have 10 days to cure a failure to pay fees and 30 days to cure any other default, and in the case of a breach or default in the performance of your obligations under any franchise agreement or other agreement between you and us, the notice and cure provisions of the franchise agreement or other agreement will control. You have six months to transfer the interest of an owner in the event of death or permanent incapacity.
h.	“Cause” defined – non-curable defaults	Sections 9.1 and 9.2 Section 9.6	Non-curable defaults: unapproved transfers; failure to meet development obligation; any breach of confidentiality or unfair competition described in Section 10; cross defaults, bankruptcy, foreclosure, insolvency, conviction of a felony, misrepresentations in your application, and/or repeated defaults, even if cured. We can terminate the franchise agreement if you default in your obligations to us or to our affiliates under any other agreement, including any franchise agreement
i	Developer’s obligations on termination/non- renewal	Section 2.2 and 10.2	You will have no further right to develop or operate additional OPCA Clinics which are not, at the time of termination, the subject of a then existing franchise agreement between you and us. You may continue to own and operate all OPCA Clinics under then existing franchise agreements; if you have no existing OPCA Clinics at the time of termination or non-renewal you must honor all post-termination obligations.
j	Assignment of contract by franchisor	Section 8.1	No restrictions on our right to assign.
k	“Transfer” by Developer –	Sections 8.2 -	Includes transfer of the agreement, changes in

	Provision	Section in the Development Agreement	Summary
	defined	8.4	ownership of the entity which is a party to the agreement and transfers of assets. No shares of a Franchisee which is a business entity may be offered for sale through the public offering of securities. Shares may be offered by private offering with our prior written consent
l	Franchisor approval of transfer by Developer	Section 8.4	Transfers require our prior written consent, which may be withheld for any reason, in our sole subjective judgment. However, transfers that do not result in a change of control of you may, subject to certain conditions described in the development agreement, be completed without our prior written consent
m	Conditions for franchisor approval of transfer	Section 8.4	(a) you may not transfer any franchise agreement signed under the development agreement except with our written consent and a simultaneous assignment of the development agreement and all of the franchise agreements signed under the development agreement to the same assignee. (b) provide to us all proposed transfer documents; (c) transferee meets Franchisor's then-current educational, managerial and business standards; (d) all monetary sums must be paid in full/satisfied and you must be in compliance with this Agreement and any other Agreement with us; (e) you or the transferee has agreed to refurbish the Clinic to meet current criteria; (f) payment of the Transfer Fee; (g) you must sign a general release; (h) transferee has signed the then-current form of Development Agreement; (i) transferee has complied with all training requirements; and (j) all fees have been paid to us as required.
n.	Franchisor's right of first refusal to acquire Developer's business	Section 8.9	We can match any *bonafide* offer to purchase your business
o.	Franchisor's option to purchase Developer's business	Not Applicable	Not applicable
p.	Death or disability of Developer	Sections 8.10	Same requirements as for a transfer in "m" above. If your interest is not transferred within six months following your (or a major member, partner or shareholder's) death or legal incapacity, your development agreement may be terminated.
q.	Non-competition covenants during the term of the agreement	Section 10.1	You, your owners (and members of their families and households) and your officers, directors, executives, managers and professional staff are prohibited from: attempting to divert any business or customer of the Franchised Business to a Competitive Business; competing with Franchised Business for Competitive Services; or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.

	Provision	Section in the Development Agreement	Summary
r.	Non-competition covenants after the Agreement is terminated or expires	Section 10.2	Except for the OPCA Clinics you have developed and continue to operate under a valid franchise agreement with us, neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in a medical or related clinic that offer or provide orthotic and/or prosthetic devices, fitting, or any Competitive Services at your former Clinic location or within a 25- mile radius of your former Clinic or within a 25-mile radius of any other OPCA Clinic for a period of two years following expiration, termination or transfer. "Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) Competitive Services, excluding any business operated under a franchise agreement with Franchisor or any publicly-held entity in which you own less than a five percent (5%) interest. "Competitive Services" means products or services the same as or similar to those provided by OPCA Businesses (including, but not limited to, providing prosthetic, orthotic, and pedorthic products) or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate, or its other franchisees.
s.	Modification of the Development Agreement	Section 13.1 and 13.2	Must be in writing and signed by all parties
t.	Integration/merger clause	Section 13.1	Only the terms of the development agreement and other related written agreements are binding (subject to state law). Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits or amendments. Any representations or promises made outside the Franchise Disclosure Document and other agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 14.2 and 14.3	Claims, controversies, or disputes from or relating to the development agreement must be mediated, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information. If the claims, controversies, or disputes are not resolved in mediation, they must be submitted for arbitration If the claims, controversies, or disputes are not resolved in mediation, they must be submitted for arbitration
v.	Choice of forum	Section 14.4	Mediation and arbitration at the AAA offices located in the city where our principal business

	Provision	Section in the Development Agreement	Summary
			office is located at the time mediation and/or arbitration occurs. Venue for any other proceeding is the courts in the county in which we maintain our principal business office (subject to applicable state law).
w	Choice of law	Section 14.1	Texas law applies without giving effect to any conflict of laws principles (subject to state law).

ITEM 18
PUBLIC FIGURES

We do not presently use any public figures 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 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 clinic, however, we may provide you with the actual records of that clinic. 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 Edward Kaufman at 629 Chapel Street New Haven CT 06501, or email at info@opclinicsamerica.com or telephone him at 800-870-0872, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	2	+2
	2024	2	5	+3
	2025	5	4	-1
Company-Owned	2023	2	2	0
	2024	2	2	0
	2025	2	2	0
Total Outlets	2023	2	4	+2
	2024	4	7	+3
	2025	7	6	-1

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR)
FOR YEARS 2023 to 2025

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

Table No. 3

STATUS OF FRANCHISE OUTLETS
FOR YEARS 2023-2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Colorado	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Georgia	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1

New Jersey	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	1	0
Total	2023	0	2	0	0	0	0	2
	2024	2	3	0	0	0	0	5
	2025	5	0	0	0	0	1	4

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023-2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Connecticut	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Totals	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2025

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	1	1	0
Tennessee	1	1	0
Total	2	2	0

A list of the names and current addresses of our franchisees as of December 31, 2025, is located in Exhibit H. A list of names and current addresses of franchisees who have been terminated, canceled, not renewed, voluntarily or involuntarily ceased to do business under their franchise agreement during our fiscal year ending December 31, 2025, or who have not communicated with us within 10 weeks of the issuance date of this disclosure document are listed in Exhibit H. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three years, no franchisee has signed a confidentiality clause with us that would restrict the franchisee's ability to openly communicate with you regarding the franchisee's experience with the OPCA franchise system.

We are not aware of: (i) any trademark-specific franchisee organizations associated with the franchise system being offered; or (ii) independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit G are:

1. Unaudited balance sheet as of March 31, 2026, and P&L statement for the period January 1, 2026

to March 31, 2026; and

2. Audited financial statements comprised of balance sheets as of December 31, 2025, 2024,and 2023 and related statements of operations, changes in stockholders' equity (deficit), and cash flows for the years then ended.

Our fiscal year ends December 31st.

We have not been in business for three years or more and, therefore, cannot include all the financial statements required by this Item.

ITEM 22
CONTRACTS

Exhibit C – Franchise Agreement
- Attachment 1 – Key Terms
- Attachment 2 – Nondisclosure and Non-Competition Agreement
- Attachment 3 – Unlimited Guaranty and Assumption of Obligations
- Attachment 4 – Holders of Legal or Beneficial Interest in Franchisee; Governing Persons
- Attachment 5 – Electronic Funds Transfer Authorization

Exhibit D – Development Agreement and Attachments

Exhibit E -- Telephone Number and Website URL Assignment Agreement

Exhibit I – Franchise Disclosure Questionnaire

Exhibit J – General Release (Sample Form)

ITEM 23
RECEIPTS

Our copy and your copy of the disclosure document Receipts are located on the last two pages of this disclosure document.

EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS

California
Department of Financial Protection and Innovation
320 W. 4th Street, Suite 750
Los Angeles, California 90013
866-275-2677
www.dfpi.ca.gov
Ask.DFPI@dfpi.ca.gov

Hawaii
Department of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
808-586-2722

Illinois
Illinois 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

Maryland
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
410-576-7042

Michigan
Department of the Attorney General
Consumer Protection Division, Franchise Section
525 Ottawa Street
G. Mennen Williams Building, 6th Floor
Lansing, Michigan 48909
517—373-7117

Minnesota
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
651-539-1500

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Fl
New York, New York 10005
212-416-8222

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

Rhode Island
Department of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue, Bldg. 69-1
Cranston, Rhode Island 02920
401-462-9500

South Dakota
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
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
804-371-9051

Washington
Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
360-902-8760

Wisconsin
Division of Securities
Department of Financial Institutions
345 West Washington Avenue
Madison, Wisconsin 53703
608-261-9555

EXHIBIT B TO THE DISCLOSURE DOCUMENT
LIST OF STATE AGENTS FOR SERVICE OF PROCESS

Connecticut
Edward Kaufman
629 Chapel Street
New Haven, Connecticut 06511

Indiana
Indiana Secretary of State
Securities Division
200 West Washington Street, Room 201
Indianapolis, Indiana 46204

Texas
Canada Lewis & Associates PLLC
Attn: Laura Canada Lewis
5550 Granite Parkway Suite 195
Plano, Texas 75024

EXHIBIT C TO THE DISCLOSURE DOCUMENT
ORTHOTIC & PROSTHETIC CLINICS OF AMERICA

FRANCHISE AGREEMENT

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA FRANCHISE AGREEMENT

FRANCHISE AGREEMENT
SUMMARY PAGE

EFFECTIVE DATE:	______________________
EXPIRATION DATE:	10^{th} anniversary of the Effective Date
FRANCHISEE:	______________________
TYPE OF BUSINESS ENTITY:	______________________
STATE OF ORGANIZATION:	______________________
	☐ **Conversion Clinic**
FRANCHISEE'S AUTHORIZED BUSINESS TRADE NAME:	OPCA of ____________________
FRANCHISED BUSINESS OFFICE:	______________________
SITE SELECTION AREA:	______________________
TELEPHONE NUMBER:	______________
E-MAIL ADDRESS:	______________
FRANCHISE FEE:	☐ $60,000 or ☐ ________________
ROYALTY FEE:	**7**% of Gross Sales for the previous month
NATIONAL MARKETING FEE:	**1**% of Gross Sales (refer to Section 11.2.)
SHADOW DAY FEE:	$500 per day
TECHNOLOGY FEE:	**$755 per week**
TECHNOLOGY FEE RESERVE:	**$9,060**
TRANSFER FEE:	$42,000 (refer to Section 18.2.8.)
RENEWAL FEE:	$20,000 (refer to Section 4.2.6)

____
Franchisor Initial

____
Franchisee Initial

TABLE OF CONTENTS

SECTION **PAGE**

ATTACHMENTS:

1. Key Terms
2. Nondisclosure And Non-Competition Agreement
3. Unlimited Guaranty And Assumption Of Obligations
4. Holders Of Legal Or Beneficial Interest In Franchisee; Governing Persons
5. Electronic Funds Transfer Authorization
6. Table of Contents for Manual

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA
FRANCHISE AGREEMENT

This Franchise Agreement entered into on the Effective Date by and between Orthotic & Prosthetic Clinics of America Inc, a Connecticut corporation, having its principal place of business at 629 Chapel Street, New Haven, CT 06501 ("**Franchisor**" or "**we**"), and the Franchisee identified in the Summary Page ("**Franchisee**" or "**you**").

WITNESSETH:

WHEREAS, Franchisor and its Affiliate have developed, and are in the process of further developing, a System identified by the service mark "ORTHOTIC & PROSTHETIC CLINICS OF AMERICA" and relating to the establishment and operation of a business providing prosthetic, orthotic and pedorthic products, referred to as "OPCA Clinic;" and

WHEREAS, in addition to the service mark "ORTHOTIC & PROSTHETIC CLINICS OF AMERICA" and certain other Marks, the distinguishing characteristics of the System include uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; service training; application techniques; customer service and development techniques; other strategies and techniques all of which Franchisor may change, improve, and further develop (the "**Standards**"); and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate an OPCA Clinic using the System and the Marks; and

WHEREAS, Franchisee desires to operate a OPCA Clinic, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with Franchisor's System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

"Affiliate" means any business entity that controls, is controlled by, or is under common control with Franchisor;

"Agreement" means this agreement entitled "Orthotic & Prosthetic Clinics of America Inc Franchise Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

"Approved Supplier(s)" has the meaning given to such term in Section 13.1;

"Clinic Director" means the individual designated by Franchisee as having primary responsibility for managing the day-to-day affairs of the Franchised Business;

"Collected Gross Sales" means the aggregate of all revenue from the sale of services and products from all sources in connection with the Franchised Business, whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance, but excluding **(a)** all refunds made in good faith, **(b)** any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, **(c)** the value of any allowance issued or granted to any customer of the Franchised Business that is credited by Franchisee in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Business, and (d) any rebate received by Franchisee from a manufacturer or supplier;

"Collected Gross Sales Reports" has the meaning give to such term in Section 12.2;

"Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) Competitive Services; provided, however, that the term "Competitive Business" shall not apply to **(a)** any business operated by Franchisee under a Franchise Agreement with Franchisor, or **(b)** any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

"Competitive Services" means products or services the same as or similar to those provided OPCA Businesses or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees. These services include, but are not limited to, providing prosthetic, orthotic and pedorthic products.

"Confidential Information" means all customer lists, customer data, recipes or formulas, technical and non-technical information used in or related to the OPCA Franchised Businesses and not commonly known by or available to the public, including, without limitation, Trade Secrets, construction, cleaning and repair methods and products, customer services techniques and other techniques and methodologies, marketing, and financial data not generally known to the industry or public, and any other information identified or labeled as confidential whether initially created by Franchisor, Franchisee, other franchisees, or a third-party on behalf of Franchisor. Confidential Information shall not include, however, any information that: **(a)** is now or subsequently becomes generally available to the public through no fault of Franchisee; **(b)** Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; **(c)** is independently developed without the use of any Confidential Information; or **(d)** is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

"Confidential Operations Manual" means the OPCA Confidential Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures, and specifications of the System, including other operations, administration and managers' manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda, and other publications prepared by, or on behalf of, Franchisor;

"Converted Royalty Fee" has the meaning ascribed to it in Section 3.2.1;

"Cooperative Advertising" means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for OPCA Franchised Businesses within a particular region;

"Effective Date" means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term, OR the date in which your Business begins operating, whichever is sooner;

"Electronic Depository Transfer Account" means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

"Electronic Media" has the meaning given to such term in Section 11.4;

"Franchise" means the right granted to Franchisee by Franchisor to use the System and the Marks;

"Franchise Fee" has the meaning given to such term in Section 3.1;

"Franchised Business" means the OPCA Business to be established and operated by Franchisee pursuant to this Agreement;

“Franchised Business Office” means the location for the operation of the Franchised Business;

“Franchisee” means the individual or entity defined as “Franchisee” in the introductory paragraph of this Agreement;

“Franchisor” means Orthotic & Prosthetic Clinics of America Inc;

“Franchisor Indemnities” has the meaning given to such term in Section 21.3;

“GAAP” means the generally accepted accounting principles, standards, conventions and rules accountants follow in recording and summarizing transactions, and in the preparation of financial statements;

“Incapacity” means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

“Internet” means any one or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

“Local Advertising” has the meaning given to such term in Section 11.1;

“Marks” means the service mark “ORTHOTIC & PROSTHETIC CLINICS OF AMERICA” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings, and other commercial symbols as Franchisor may designate to be used in connection with OPCA Franchised Businesses;

“National Marketing Fee” has the meaning given to such term in Section 11.2;

“Protected Area” has the meaning given in Attachment 1;

“Royalty Fee” has the meaning given to such term in Section 3.2;

“System” means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn, or otherwise revised by Franchisor for the operation of OPCA Franchised Businesses;

“**Technology Fee Reserves**” has the meaning given in Section 12.5.2.;

“**Transfer**” as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) any interest in this Agreement, the License, the Store, substantially all the assets of the Store, or in the ownership of the franchisee (if you are an Entity). “Transfer” as a noun means any such sale, assignment, gift, transfer, pledge, mortgage or encumbrance.

“Trade Secrets” means information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, marketing plans, client information, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in OPCA Businesses that is not commonly known by or available to the public and that information: **(a)** derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and **(b)** is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. GRANT OF FRANCHISE; APPROVED LOCATION

2.1. Grant

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts the obligation, upon the terms and conditions herein contained, a revocable, limited and non-exclusive license to operate one (1) OPCA Franchised Business using the System and Marks at a single location to be approved by Franchisor within the Protected Area. Franchisee acknowledges that this grant is contingent upon Franchisee's continued full compliance with all terms of this Agreement.

2.2. Franchised Business Office

2.2.1. Franchisee's authorized non-exclusive Protected Area is described in Attachment 1 ("Key Terms"), or if not yet identified as of the Effective Date, will be described via an amendment to the Franchise Agreement.

Even though Franchisor does not grant Franchisee an exclusive territory, Franchisor will not operate or grant another franchisee so long as Franchisee is in full compliance with this Agreement and any applicable Performance Quotas, the right to operate in Franchisee's Protected Area except for those rights expressly reserved to Franchisor.

2.2.2. The street address (or detailed description of the premises) of the location for the Franchised Business Office is described, or if not yet identified as of the Effective Date, will be described on Attachment 1 ("Key Terms").

2.2.2. The Franchised Business Office shall be located within either commercial office space or strip center style commercial space approved in writing by Franchisor in its sole discretion.

2.3. Sub-franchising/Agents

Franchisee shall not sublicense or attempt to sublicense the use of the System or Marks to any person or entity. Except as permitted in Section 18, Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations licensed hereunder.

2.4. Non-Exclusive License

2.4.1. Once your Clinic location is identified, you will receive a non-exclusive Protected Area, which is a mutually agreed upon defined territory as defined in Attachment 1. You have the right to provide services to consumers and market in your Protected Area, among other rights provided in this Agreement. If you are in compliance with the Agreement, and except as our rights reserved herein this Agreement or any other agreement between you or your affiliate and us or our affiliates, we will not locate an affiliate owned OPCA Clinic in your Protected Area but another franchisee's protected area may overlap with your Protected Area and you waive any claims related to such overlap. We reserve the right to market within the Protected Area via any media, and to allow other franchisees to engage in "cross-border" marketing as deemed necessary by us for the benefit of the System. You are not permitted to locate in or market in another franchisee's protected area, except as to group, regional, or other marketing which we approve in writing. You will operate the Clinic at a location that you have selected and that we have approved. Your Protected Area may be defined as a specified radius with its central point located at the Clinic's main entrance, may be identified on a map, or may be identified by a geographic description. The minimum Protected Area may be as small as an office or retail building for Clinic's in densely populated, urban areas, and will likely be larger in suburban, less populated areas. If we do not identify a Protected Area on Attachment 1 to the franchise agreement, the Protected Area will be the lesser of a fifteen-mile radius with its central point located at the Clinic's main entrance or a population of approximately 250,000. Franchisor reserves the right to reduce or modify the Protected Area if Franchisee fails to meet minimum performance standards or if the population within the Protected Area increases beyond 250,000 individuals. See Section 5.4 of this Agreement for the purchase of a second territory. We retain the unilateral right to modify and reduce your territory Protected Area to ensure it does not exceed 250,000 in population, and you agree to execute an amendment to this Agreement reflecting such reduction upon request.

2.4.2. While you receive a Protected Area, you will not receive an exclusive territory. We reserve the right to use other channels of distribution, including the internet, to solicit orders from consumers inside your Protected Area using our principal trademarks (such as marketing on your behalf). If we market in your Protected Area on your behalf, we will direct those customers located in your Protected Area to you, subject to your compliance with this Agreement.

2.4.3. We reserve the exclusive right, but not the obligation, to negotiate directly or through an authorized third party (including, another franchisee) with national clients for the provision of goods and services by all System franchisees. Franchisor shall retain all rebates, administrative fees, or commissions derived from such National Account negotiations unless otherwise explicitly agreed by the parties in writing.

2.4.4. You may not solicit orders from consumers outside your Protected Area but you may accept orders from consumers outside your Protected Area on a limited basis (for example, if you have a previous existing relationship). Any limited exceptions (such as pre-existing relationships) must be documented and approved by us in writing and may be revoked at any time.

2.5 RESERVED

2.6 National Account

We reserve the exclusive right, but not the obligation, to negotiate directly or through an authorized third party (including, another franchisee) with national clients for the provision of goods and services by all System franchisees. A National Account is defined as: (a) a potential or existing commercial customer that has multiple sites, offices, or retail premises, at least one of which is located outside your Protected Area, (b) any retail, manufacturing or wholesale company, contractor, or similar business whose clientele or employees includes potential customers for regular services or products or team building exercises, and (c) operators of web sites (or similar referral sources) that offer to refer customers to us and our Franchisees for a fee.

We will consider you available for all National Account agreements unless and until you expressly opt out, in writing, of one or more agreements that we present to you. If you choose to opt out with respect to any National Account in your Protected Area, or if you fail to provide sales, or other services to a particular National Account in the Protected Area on any two occasions in a rolling 12-month period, we may provide or grant others the right to provide sales, or other services with respect to that particular National Account in your Protected Area for the remainder of the term. There is no requirement that we compensate you for soliciting or accepting these orders if you elect not to participate.

2.6.1 Upon notice to Franchisee, Franchisor may, to the extent permitted by law, require that Franchisee establish relationships with or otherwise refer customers for medical services associated with the OPCA Program only to physicians whom Franchisor designates or approves, in accordance with applicable law, through which such physicians (the "Physicians") may provide medical or other services related to the OPCA Program. Franchisee must comply with all of Franchisor's policies and procedures for interacting with the Physicians and for making referrals of their services to customers. Franchisee must adopt all billing policies that Franchisor designates or approves. Notwithstanding the foregoing, Franchisee is responsible for ensuring that the business and its payment practices and relationships with the Physicians comply with all applicable law. Franchisee shall indemnify Franchisor for any claims arising from Franchisee's failure to comply with designated billing policies or referral protocols.

2.7 Regulatory Review

Franchisee represents and warrants that it has investigated all local laws prior to executing this Agreement. The Franchisee's obligation is to ensure that the Franchisor's model for (a) an affiliated Practice to engage in the Physician Activities and to provide the Medical Products and services (and any other aspects of the Practice of a Profession or the Practice of Medicine that Franchisee is prohibited from performing), or (b) Franchisee employing and/or being owned by the Physician complies with the applicable laws, rules and regulations in Franchisee's state. Franchisor may require that, within 30 days of the effective date of this Agreement, Franchisee complete and provide Franchisor with a copy of a regulatory review of the legal and health care rules and regulations in Franchisee's state that applies to the operation of the Business and Franchisee's relationship with the Practice, including an opinion of legal counsel. The legal opinion must address whether or not Franchisee may operate an OPCA Business in Franchisee's state, the restrictions that apply to the Business' operations and its relations with the Practice, and whether such laws are consistent with this Agreement If (a) such regulatory review would render it impossible or impractical to operate an OPCA Business in Franchisee's state in accordance with this Agreement, and (b) Franchisee and Franchisor are unable to modify operations to enable the OPCA Business to comply, then either Franchisee or Franchisor may terminate this Agreement immediately on written notice. You can expressly acknowledge and agree that if Franchisor determines, in its sole discretion, that the regulatory environment in Franchisee's state creates a risk to the Marks or the System, Franchisor may terminate this Agreement immediately. Franchisor's failure to require Franchisee to conduct, or waiver of Franchisee's obligation to conduct, the review is not a representation or opinion on Franchisor's part that the operation of the Business is, or is not, in compliance with applicable laws.

3. FEES

3.1. Initial Franchise Fee

Upon execution of this Agreement, Franchisee shall pay an initial franchise fee ("Franchise Fee") to Franchisor in the amount stated on the Summary Page, or if not known as of the Effective Date, to be stated on Attachment 1. The Initial Franchise Fee is fully earned upon receipt and is not refundable in any circumstances notwithstanding the failure of Franchisee to open the Franchised Business or any termination of this Agreement.

The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor should it be considered to be a penalty.

3.2. Royalty Fee

On the 5th day of each month (unless this day is a weekend or federal holiday, then on the immediately preceding business day), Franchisor will provide the calculation for the amount owed. Franchisee shall pay to Franchisor without offset, credit, setoff, or deduction of any nature (including, but not limited to, any taxes, bank fees, merchant processing or credit card fees, or collection costs), a Royalty Fee ("Royalty Fee") equal to 7% of Collected Gross Sales for the previous month; such amount shall be paid via automatic ACH draft (or any other method as Franchisor may designate from time to time) on or before 5:00 PM EST on the fifteenth day of each month (unless this day is a weekend or federal holiday, then on the immediately preceding business day). Each Royalty Fee payment shall accompany a Collected Gross Sales Report, as required by Section 12.2, for the same period. The Franchisor requires Franchisee to pay Royalty Fees through electronic transfer as set forth in Section 3.4, and the corresponding report shall be submitted to Franchisor via e-mail or intranet system.

3.2.1 Royalty Fee for Conversion Franchisee

On the 5th day of each month (unless this day is a weekend or federal holiday, then on the business day before), Franchisor will provide the calculation for the amount owed. On or before 5:00 PM EST on the 15th day of each month (unless this day is a weekend or federal holiday, then on the business day before), Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, a Royalty Fee ("Conversion Royalty Fee") as a percentage of Collected Gross Sales for the previous month according to the terms of the chart below. Each Conversion Royalty Fee payment shall accompany a Collected Gross Sales Report, as required by Section 12.2, for the same period. The Franchisor requires Franchisee to pay the Conversion Royalty Fees through electronic transfer as set forth in Section 3.4, which shall be submitted to Franchisor via e-mail or intranet system.

Term of Franchise	Royalty
Year 1	1%
Year 2	2%
Year 3	4%
Year 4-Term	7%

3.3. Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

3.4. Electronic Transfer

Franchisor currently requires all Royalty Fees, Marketing Fees, amounts due for purchases by Franchisee from Franchisor, and other amounts due to Franchisor to be paid through an Electronic Funds Transfer Authorization (see Attachment 5). Franchisee shall open and maintain a single bank account for all its Franchised Business, and none other without Franchisor's written consent, and shall provide Franchisor with continuous access via electronic transfer to such account for the purpose of receiving any payments due to Franchisor. Franchisee shall make deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent. Franchisor reserves the right to designate another method of payment by providing 30-days' written notice to Franchisee.

3.5. Interest Charges / Late Fees / Insufficient Funds

All Royalty Fees, National Marketing Fees, and any other amounts not received by Franchisor on the due date, will be subject to interest charges equal to 18% per annum or the highest rate allowed by applicable state law. Interest will begin to accrue from the date payment was due, but not received, or date of underpayment, until payment is received in full. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due amounts, including reasonable collection or attorney fees.

If any payment under this Agreement or any other agreement between Franchisor or its Affiliates and Franchisee for the Franchised Business is overdue for any reason or if Franchisee's bank account has insufficient funds to cover any payment due, Franchisee must pay to Franchisor, in addition to the original amount due, a late fee of One Hundred Dollars ($100.00) or the maximum amount as permitted by state law. Acceptance of a late payment shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee nor will it release franchisee of its obligations under the terms of the Franchise Agreement, including the late payment constituting default of the Franchise Agreement.

3.6. Application of Payments

Notwithstanding any designation by Franchisee, Franchisor shall have the sole right to apply any payments by Franchisee to any past due indebtedness of Franchisee including, but no limited to, interest fees, Royalty Fees, National Marketing Fees, purchases from Franchisor, or any other amount owed to Franchisor in any proportion or priority Franchisor deems appropriate.

3.7. Transfer Account and Payment Method

You must open and maintain a single commercial deposit account for your Franchised Business (the "Transfer Account"). All Gross Sales from your Franchised Business must be deposited in the Transfer

Account immediately upon receipt. You must ensure that there are sufficient funds in the Transfer Account to cover all withdrawals and amounts owed to us prior to the date such amounts are due, or the next business day if the due date is a national holiday or a weekend day. You agree to execute such documents required by us to authorize us to directly debit amounts owed under this Agreement from the Transfer Account. The current form of Electronic Depository Transfer Authorization is attached to this Agreement as Attachment 5. If you fail to report your Gross Sales when due, then for each payment under this Agreement calculated based on Gross Sales, we may debit the Transfer Account 110% of the average of your last three payments. If the amounts that we debit are greater than the amounts you actually owe us, we will credit the excess against the amounts we otherwise would debit on the next payment due date. You may not close the Transfer Account without our prior written approval. We may require you to make payments through any alternative method at any time, and we may change the timing and intervals of your payments with 30 days prior notice to you. You agree to comply with all such payment instructions. All amounts payable to us or our affiliates must be in United States Dollars ($USD).

3.7.1 Credit Card Processing Fees. If Franchisee elects to pay any fee, assessment, or other amount due to Franchisor or its affiliates by using a credit card, Franchisee shall be solely responsible for and must pay all associated merchant processing fees, convenience fees, and surcharges imposed by the credit card issuer, processor, or third-party vendor. While these third-party fees typically average approximately 3.5% of the total transaction amount, Franchisee acknowledges and agrees that actual fees may vary higher or lower based on the specific credit card utilized, the processing vendor, and the total amount charged. All such processing fees and surcharges are strictly non-refundable and shall be paid in addition to, and not as a credit against, the base amount owed to Franchisor.

3.8 3-D Printer Lease

Franchisee is required to lease a 3-D printer as part of the Clinic initial inventory for the term of this Agreement. This printer is currently leased via a 2-year contract and paid for on a monthly basis to our approved vendor. Currently, the Franchisee shall pay $1,000 per month for this lease and approximately $500 for associated supplies as supplies are needed. Franchisor anticipates 1 filament at a cost of $500 will be required to begin operations. Franchisor reserves the right to change the approved vendor, the required equipment, or the monthly lease rate upon notice to Franchisee.

3.9. Financial Services/Billing Fee

Franchisee must use Franchisor’s standard financial services provider for all billing services. Billing services include authorization, documentation, charge entry, claim submission, and accounts receivable auditing and follow-up (for up to ninety (90) days). This amount is billed and collected by the Franchisor and passed through to our designated third-party vendor. This amount is currently 12% of gross sales.

3.10. Collection Services Fee

Franchisee shall utilize our designated debtor collector service for any accounts receivables over ninety (90) days old. Such fee shall be 33.33% of collected aged revenue. Franchisee acknowledges that Franchisor may receive a referral fee or commission from such designated vendor.

3.11. Franchisee expressly acknowledges and agrees that Franchisor’s right to receive all fees and amounts due to Franchisor or required to be spent under the terms of your Agreement, that is calculated based on Collected Gross Sales, including but not limited to Royalty Fee, National Marketing Fee, Local Advertising Fee, etc. vests immediately upon the sale, transaction, or performance of services that generates the underlying account receivable, billing, or invoice. Regardless of the passage of time, the deferral of payment by a customer, the aging of accounts receivable, or the timing of actual cash receipt, all Collected Gross Sales, once collected or otherwise realized by Franchisee, shall remain strictly subject to the payment of the applicable royalty and other fee percentages to Franchisor or otherwise to be spent as specified herein.

The Franchisee's obligation to report and remit royalties on Collected Gross Sales collected after the expiration, termination, or non-renewal of this Agreement for any reason shall explicitly survive such expiration or termination. Franchisee shall continue to submit monthly reports and corresponding payments to Franchisor for any Collected Gross Sales collected post-termination until all outstanding accounts receivable generated during the term of this Agreement have been fully collected or legally written off as uncollectible in accordance with GAAP. Franchisor retains the right, in accordance with the audit provisions of this Agreement, to review Franchisee's books, bank records, and tax returns post-termination to verify compliance with this Section.

4. TERM AND RENEWAL

4.1. Initial Term

This Agreement shall begin on the Effective Date stated on the Summary Page, and shall expire on the Expiration Date stated on the Summary Page unless sooner terminated pursuant to Section 16. Where applicable, all deadlines shall be calculated from the Effective Date.

4.2. Successor Term

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to a successor franchise is limited to one (1) additional 10-year term. Your failure to exercise the first renewal right, will serve as a waiver of all other renewal rights. To qualify for a successor term, each of the following terms and conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1. Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine months nor more than twelve months prior to the end of the term of this Agreement;

4.2.2. Franchisee has, during the entire term of this Agreement, fully complied with the terms and conditions of this Agreement and timely cured any defaults;

4.2.3. Franchisee retains the right to maintain possession of the Franchised Business or an approved substitute location for the term of the renewal;

4.2.4 Franchisee has updated and refurbished the Franchised Business Office, service vehicle (if applicable), and equipment, to reflect Franchisor's then-current image, trade dress, equipment, and furnishings requirements;

4.2.5. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

4.2.6. Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor, any other agreement between Franchisee and Franchisor, or any agreement with a designated vendor or landlord;

4.2.7. Franchisee has executed Franchisor's then-current form of franchise agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor term), which such franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee, or National Marketing Fee; provided, however, that the Franchisee shall not be required to pay the then-current Initial Franchise Fee. Franchisee will pay the renewal fee (the "Renewal Fee") in an amount specified in the Summary Page;

4.2.7.1 In the event the Franchisee signs the then-current renewal Franchise Agreement after this Agreement expires, then Franchisee shall pay to Franchisor a late renewal fee of $1,500 per week until such time as the renewal Franchise Agreement has been signed. The late renewal fee is in addition to the Renewal Fee, as well as all expenses incurred to cover Franchisor's additional expenses related to the late renewal; Payment of this fee does not extend the term of this Agreement or grant Franchisee any rights to the Marks;

4.2.8. Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training requirements;

4.2.9. Franchisee has completed an updated background screening which may include, but is not limited to, an updated drug screening; and

4.2.10. Franchisee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Business is located; however, if a general release is prohibited, Franchisee shall give the maximum release allowed by law. Franchisee's refusal to execute the release shall serve as an automatic withdrawal of the notice to obtain a successor franchise.

4.3. Holdover Fees

In the event you continue operating the Franchised Business following the natural expiration of this Agreement, such arrangement will be considered an extension of this Agreement; provided that the Royalty and National Marketing Fees will equal to 150% of the rates described in the Summary Pages. In addition, your Owners shall indemnify the Franchisor in the event that such operation causes any cost, expense, liability or damage to either party. The inclusion of this Section 4.3. shall not be construed as Franchisor's permission for you to continue operations after the natural expiration of this Agreement, and Franchisor reserves all rights to seek injunctive relief and damages for trademark infringement during any such holdover period.

5. APPROVED LOCATION

5.1. Site Selection

Franchisee shall operate the Franchised Business Office from a commercial office space in a strip center style building or in a free-standing building. Franchisee shall manage and administer the Franchised Business from the Franchised Business Office, and shall maintain the books and records of the Franchised Business at the Franchised Business Office. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including, without limitation: the condition of the premises; demographics of the surrounding area; proximity to other OPCA Businesses and competitors; lease requirements; proximity to medical centers and vascular offices; and overall suitability. Franchisee acknowledges that Franchisor's approval of a site does not constitute a representation or warranty that the Franchised Business will be successful or that the site is legally compliant with local codes.

5.1.1 Franchisee will only operate the approved Franchised Business and no other business from the approved location.

5.2. Development of the Franchised Business

Franchisor shall make available to Franchisee, at no charge to Franchisee, then-current information or specifications for the Franchised Business Office, and other equipment and supplies necessary for the establishment and development of a OPCA Clinic. Franchisee is responsible for obtaining an approved site within 90 days of the effective date of the Franchise Agreement. Franchisor will use reasonable efforts to approve or disapprove the proposed site within 30 days after receipt of Franchisee's request. Franchisor will provide its decision in writing. Within 120 days after the Effective Date, Franchisee shall have:

(a) established the Franchised Business Office;

(b) acquired and set-up all required office equipment including broadband or high-speed Internet service,

(c) acquired and set up at least two telephone numbers and 1 facsimile line dedicated to the Franchised Business;

(d) set up a dedicated business bank account

(e) acquired the tools and equipment required for the operation of the Franchised Business;

(f) if necessary, secured off-site storage space for tools and equipment;

(g) obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Business and certify in writing and provide evidence to Franchisor that all such permits and certifications have been obtained; this may also include zoning classification or clearances which may be required by state or local jurisdiction.

All items must be purchased from our designated or approved supplier. If Franchisee is diligently attempting to meet these requirements within the 90-day period, but circumstances outside of Franchisee's control prevent Franchisee from meeting the deadline, Franchisor will give Franchisee extra time (not to exceed an additional 90 days) to meet these requirements.

5.3. Failure to Develop Franchised Business

If Franchisee fails to meet its obligations within one hundred and twenty (120) days of the Effective Date, as described in Section 5.2., above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.3, Franchisor shall retain the entire Franchise Fee paid by Franchisee.

5.4. Purchase of a Second Protected Area

If the individual density in your Protected Area becomes larger than 250,000, provided you are in full compliance of your Agreement, you will be granted a one-time option to purchase a second neighboring Protected Area within 3 miles from your established OPCA Clinic. You must accept this one-time offer within 16 days of disclosure of our then-current franchise disclosure document and 9 days of receiving the franchise agreement with the second protected area terms; it will not be offered again and failure to strictly adhere to this timeline shall result in the permanent forfeiture of this option. If you choose not to purchase the second protected area, or if you are not in full compliance with this Agreement, we retain the right to operate or grant another franchisee the right to operate in the area surrounding your Protected Area. We retain the unilateral right to modify and reduce your Protected Area to ensure it does not exceed 250,000 in population, and you agree to execute an amendment to this Agreement reflecting such reduction upon request.

5.5. Opening

5.5.1. As a condition precedent to commencing business, Franchisee must strictly satisfy each of the following:

5.5.1.1. Fulfill all of the obligations of Franchisee pursuant to the provisions of this Section 5 to the satisfaction of Franchisor;

5.5.1.2. Furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.5.1.3. Complete initial training to the satisfaction of Franchisor and ensure that all required managers and staff have likewise completed all designated training programs;

5.5.1.4. Hire and train the personnel necessary or required for the operation of the Franchised Business;

5.5.1.5. Research and obtain all necessary permits, certifications, and licenses, including any zoning permits and medical/professional licenses needed to operate the Franchised Business Office, and provide copies of the same to Franchisor;

5.5.1.6. Each share certificate (or other certificate reflecting an ownership interest) shall have conspicuously endorsed on it a statement, in a form satisfactory to Franchisor, that the certificate is held subject to the transfer restrictions contained in the Franchise Agreement and Franchisee shall provide evidence of such endorsement to Franchisor;

5.5.1.7. Pay in full all amounts due to Franchisor;

5.5.1.8. Purchase all the required equipment, according to the standards of the System and only from the designated or approved supplier.

5.5.2. Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business within one hundred twenty (120) days after the Effective Date. Time is of the essence. Franchisee shall not commence operations, however, until Franchisor has delivered written permission; Franchisor shall not unreasonably withhold permission to begin operations. Permission to open shall be based on Franchisor's determination that Franchisee is ready to open and satisfactorily prepared to operate the Franchised Business.

5.5.3 BY VIRTUE OF COMMENCING OPERATIONS OF YOUR OPCA CLINIC, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS FULFILLED ALL OF OUR OBLIGATIONS TO FRANCHISEE THAT FRANCHISOR IS REQUIRED TO FULFILL PRIOR TO THE OPENING OF YOUR CLINIC AND FRANCHISEE WAIVES ANY CLAIMS RELATED TO FRANCHISOR'S PRE-OPENING ASSISTANCE.

5.6. Failure to Open

If Franchisee fails to commence operation of the Franchised Business within three hundred sixty-five (365) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.6, Franchisor shall retain the entire Franchise Fee paid by Franchisee.

5.7. Relocation

Franchisee shall not relocate the Franchised Business Office without the prior written consent of Franchisor. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.6. If Franchisee loses the right to possess the Franchised Business Office and the parties do not agree upon a substitute site within ninety (90) days after such event, this Agreement shall terminate as provided in Section 16.2.1.8.

6. PROPRIETARY MARKS

6.1. Ownership

6.1.1. Franchisor represents that applications for registration of certain of the Marks have been filed with the appropriate authorities. Franchisee acknowledges that Franchisor has not made any representation or warranty to the effect that the Marks which have not been registered shall be registered or are able to be registered therein, and the failure to obtain registrations of any of the Marks shall not be deemed to be a breach of the terms of this Agreement by Franchisor. Franchisee waives any right to receive updates regarding the progress of such applications, and Franchisor shall have no obligation to keep Franchisee informed of the same. Moreover, Franchisee shall cooperate with Franchisor and its representatives, at Franchisor's expense, in the prosecution of any applications or registrations of any Marks which have been filed with the appropriate authorities. Franchisor undertakes to keep Franchisee informed of the progress in obtaining registration of the Marks, and any delay or inability to register any Mark shall not constitute a breach of this Agreement.

6.1.2. Franchisee's right to use the Marks is derived solely from this Agreement, is exclusive and is limited to the conduct of business by the Franchisee granted pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. If Franchisee creates any derivative work, improvement, or modification to the Marks or System, such work shall be deemed a "work made for hire" and the sole property of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity, registrability, or ownership of any of the Marks.

6.2. Limitations on Use

6.2.1 Franchisee shall not use any Mark or portion of any Mark as part of any business entity name email address, social media handle, or metatag unless approved by Franchisor in writing prior to its use. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business.

6.2.2 Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated Orthotic & Prosthetic Clinics of America Franchise" of Franchisee.

6.2.3 Franchisee must obtain Franchisor's prior written consent before making any contributions or donations of items, services or funds to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization). Franchisor may withhold any such consent in its sole and absolute discretion.

6.3. Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, are necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

6.4. Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has complied with the provisions of Section 6.3 and has complied with this Agreement and

Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

6.5. Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within ten (10) business days after notice to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

6.6. Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks and ensuring compliance with Brand Standards, in the operation of the Franchised Business; operating in compliance with our system and standards; and properly recording and reporting collected Gross Sales; Franchisor reserves the right to inspect the Franchised Business' business and accounting records, bank documents, and taxes; to visit and inspect the Clinic location; and talk to any customer, supplier, or employee. This will be done through reasonable terms and will not permit franchisor to enter other portions of Franchisee's office unless granted permission by Franchisee.

6.7. Franchisor's Sole Right to Domain Name

Franchisee shall not advertise on the Internet using, or establish, create or operate a website using a domain name or uniform resource locator containing, the Marks or the words "ORTHOTIC & PROSTHETIC CLINICS OF AMERICA", "OPCA", or any variation thereof without Franchisor's written approval. Franchisor is the sole owner of a right, title and interest in and to such domain names as Franchisor shall designate in the Confidential Operations Manual.

7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1. Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges that Franchisor will disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Confidential Operations Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information or Franchisor's goodwill, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): **(a)** shall not, directly or indirectly, use the Trade Secrets or other Confidential Information in any other business or capacity or for the benefit of any other party; **(b)** shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; **(c)** shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents and representatives and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them.

7.2. Additional Developments / Works Made for Hire

All ideas, concepts, techniques or materials developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor; and no compensation shall be due to Franchisee or its owners or employees therefore, and Franchisee hereby agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. Franchisor has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

7.3. Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among OPCA franchisees if owners of OPCA Clinics and members of their immediate family members or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1. Divert or attempt to divert any business, supplier, or customer of the Franchised Business 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 or the System;

7.3.2. Own an interest in, invest in, manage, operate, or perform services, or be employed by or for any Competitive Business wherever located; or

7.3.3 Neither Franchisee, nor any officer, director, or owner of Franchisee, shall directly or indirectly, do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Marks or the System.

7.4. Nondisclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require any holder of a legal or beneficial interest in Franchisee (and any member of their immediate family members or households), and any officer, director, executive, manager, or member of the professional staff and all employees of Franchisee to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Attachment 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section 7.4. Such agreements shall remain on file at the Franchised Business Office and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in such agreements.

7.5. Reasonableness of Restrictions

Franchisee acknowledges that the restrictive covenants contained in this Section 7 are essential elements of this Agreement and that without their inclusion; Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, the System, the Marks, Franchisor's goodwill, and Franchisor's franchise system; and Franchisee expressly waives any right to challenge these restrictions as being overly broad, unreasonable, overly burdensome or otherwise unenforceable. Franchisee affirms that it has other means of earning living from its employment experience prior to becoming a franchisee and that these restrictions will not impose an undue hardship.

8. TRAINING AND ASSISTANCE

8.1. Initial Training

Franchisor shall make an initial training program available to you, your Clinic Director (if not you) and up to one other employee. The initial training program is held virtually on an as-needed basis. Approximately 60 days prior to the opening of the Franchised Business, you and your Clinic Director (if not you) must attend and successfully complete initial training to Franchisor's satisfaction, including the passing of tests at the conclusion of initial training. Franchisor shall conduct the initial training program at its training location in New Haven, Connecticut, virtually, or at another designated location selected by Franchisor in its sole discretion. Franchisor shall not charge tuition or similar fees for initial training for up to three people, which must include Franchisee and the Clinic Director (if not you). However, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries or wages, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees.

8.2. Clinic Opening Assistance

8.2.1 First Clinic. In conjunction with the beginning of operations of the Franchised Business, Franchisor shall make available to Franchisee, at Franchisor's expense, one of Franchisor's representatives, experienced in the System, for the purpose of familiarizing Franchisee's staff with OPCA methods and techniques and for the purpose of providing general assistance and guidance in connection with the opening of the Franchised Business. This assistance may be provided virtually, or in-person subject to availability of the OPCA corporate staff. If our corporate representative supports you in-person, Franchisee shall be responsible for reimbursement of expenses including travel, lodging and dining costs for the individual(s) providing such assistance. If Franchisee requests additional operations assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional operations assistance.

8.2.2 Second Clinic. If this Agreement is being signed in conjunction with your second OPCA Clinic, there is no mandatory pre-opening assistance requirement or commitment; however, Franchisor intends to have a minimum of 1 representative available for pre-opening assistance. Franchisor may elect to provide such on-site opening assistance as it deems necessary and appropriate, in its sole discretion. In such event, Franchisor has the right to charge (and you agree to pay) a per diem fee not to exceed $1,200 per individual providing such assistance per day, and you must reimburse Franchisor for all out-of-pocket costs that it incurs in connection with providing such on-site opening assistance; this may include including travel, lodging and dining costs for the individual(s) providing such assistance. This fee is reimbursed subject to any expenses incurred by the Franchisor, the trainers, or any amounts already paid by the Franchisor to a third-party which shall not be reimbursed.

8.3. Transfer Training Fee /Additional Training

If you have purchased this Clinic as part of a transfer, you will be required to attend our initial training program at a cost of $5,000. You will also be responsible for all expenses incurred as part of this training such as travel, room and board, meals, and salaries if applicable. If additional members of your team wish to attend training, they may attend at a cost of $1,200 per attendee provided there is space in that training class.

8.4. New Clinic Director Named

After beginning operations, should Franchisee name a new Clinic Director, Franchisee must notify Franchisor of the identity of the new Clinic Director and the new Clinic Director must complete the initial training program to Franchisor's satisfaction within thirty days of being named. We have the right to approve your new Clinic Director in our sole discretion. The new Clinic Director may attend the initial training program at our then-current fee, provided that Franchisor has the right to require Franchisee to pay the costs of training. Franchisee shall be responsible for all travel costs, room and board and employees' salaries or wages incurred in connection with the new Clinic Director's attendance at such training.

8.5. On-going Training and Enrichment Training

From time to time, Franchisor may provide and if it does, has the right to require that the Franchisee or Clinic Director attend on-going training programs or seminars during the term of this Agreement, whether in person, virtually, or otherwise. Franchisor may charge a fee for mandatory or voluntary on-going training. Franchisor shall not require the Franchisee or Clinic Director to attend more than one session in any calendar year and such program shall not more than three (3) days in any calendar year; the only exception would be if a webinar is scheduled. Franchisee shall be responsible for all travel costs, room and board and employees' salaries and wages incurred in connection with the Clinic Director's attendance at such training. Franchisor may require the Franchisee or Clinic Director to attend enrichment training, which is mandatory if you fail to meet Franchisor's minimum performance expectations. We reserve the right to delegate some portion of the initial and/or on-going training duties, and operational support duties, to a representative approved by us.

8.6. Conferences

We hold periodic national or regional conferences to discuss various business issues and operational and general business concerns affecting OPCA franchisees. Attendance at these conferences is mandatory. We will not require attendance at more than one (1) conference during any calendar year. You must pay us a conference registration fee for each person that attends, or is required to attend (despite failure to attend), a mandatory conference. The amount of the conference registration fee will not exceed $1,500 for two attendees; however, additional attendees will be billed at $750 each. In addition to the conference fee, you will be responsible for all travel costs, meals, and lodging for you and your employees who attend the conference. We may host one or more webinars during any year, and the number of webinars is not effected by the conference limitations. If you fail to attend any required conference, you will be billed a $2,000 conference registration fee for the missed conference. Failure to attend is a default of the franchise agreement.

8.7. On-Site Training Cancellation Fees

If Franchisor or its representative is scheduled to conduct an on-site training program, or scheduled for a visit at the Franchisee's location for training or other reasons, or if the Franchisee registers for a training program and Franchisee subsequently cancels, fails to attend, fails to have the appropriate parties attend, or fails to stay for the entire training program then Franchisee shall pay the Franchisor, their then-current on-site training cancellation fee (the "**On-Site Training Cancellation Fee**"). The On-Site Training

Cancellation Fee may vary depending upon the type of schedule training program and how far in advance you notify the Franchisor in writing of the cancellation and the cost and expense incurred in rescheduling our travel arrangements or other costs due to your cancellation.

8.8. Nature and Assistance of Training

Franchisee agrees that Franchisor is not obligated to provide any training or assistance to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge, and judgment. Franchisee also acknowledges that Franchisor is not obligated to provide any services to Franchisee that are not set forth in this Agreement. If Franchisee believes the Franchisor has failed to adequately provide any pre-opening services to the Franchisee or to its employees, whether with respect to site selection, selection and purchase of equipment and supplies, training, or any other matter affecting the establishment of Franchisee's business, Franchisee must immediately notify the Franchisor in writing within thirty (30) days following the opening of Franchisee's business or the Franchisee will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by the Franchisor were sufficient and satisfactory in Franchisee's judgment, and complied with all representations made to the Franchisee.

8.9. Delegation of Performance

Franchisee agrees that Franchisor has the right to delegate the performance of any portion or all of our obligations under this Agreement to third party designees, whether these designees are our agents or independent contractors with whom we contract to perform these obligations.

8.10. Shadow Days

Franchisee shall have the option to request such shadowing, subject to the availability and consent of a host franchisee and the final approval of Franchisor. The purpose of the shadow day is to familiarize the incoming Franchisee with the practical application of the operations and procedures of the Clinic. Franchisee will be solely responsible for all expenses incurred during the shadow days, including travel, lodging, meals, and wages. Franchisee shall pay to Franchisor a fee of $500 per day ("**Shadow Day Fee**"), which Franchisor may increase upon notice. Franchisee acknowledges that the host franchisee may be an independent contractor and not an agent of Franchisor, and Franchisor makes no warranties regarding the specific instruction provided by the host. Franchisee hereby waives any claims against Franchisor and the host franchisee arising from or related to the Shadow Day experience, including any claims for personal injury or professional liability occurring on the host's premises.

8.11. Sales Representative Training

Sales Representative Training will consist of one representative providing weekly training virtually for approximately 6 months. If the Franchisee requests in-person training and the Franchisor has an available representative, Franchisee will be responsible for reimbursement of all our actual expenses. If your sales representative leaves your Clinic, this training will re-start from the beginning for six months for a newly hired sales representative.

8.12. Nymbl System Training

Franchisee will use Nymbl's system training to familiarize you and your staff with the Clinic's CRM system and its functionality in your specific environment. Nymbl offers up to 6 digital sessions as part of the onboarding process as well as on-going continuing education credits, all of which are included in the $3,500 fee. This fee is due prior to opening. This fee may be subject to increase based on the vendor for which we will notify you promptly if this occurs.

9. CONFIDENTIAL OPERATIONS MANUAL

9.1. Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one copy, digital or otherwise, of the Confidential Operations Manual(s). Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Manual(s) and training materials which may be revised in Franchisor's sole discretion. The Manual(s) may consist of one or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form, may contain videos and other types of training formats, and may be amended from time to time by the Franchisor in writing, digitally or otherwise. The Manual(s) shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement and Franchisee shall delete, destroy, or return as applicable any copies (electronic or otherwise) of the Confidential Operations Manual in its possession at Franchisor's instruction.

9.2. Revisions

Franchisor has the right to add to or otherwise modify the Manual(s) from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor. Franchisor shall make such additions or modifications available to you on the same basis that they are made available to other franchisees. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Manual(s) is up-to-date at all times. If a dispute as to the contents of the Manual(s) arises, the terms of the master copy of the Manual(s) maintained by Franchisor at Franchisor's headquarters shall be controlling.

9.3. Confidential Operations Manual Replacement Fee

Franchisee acknowledges and agrees that if the Confidential Operations Manual must be replaced at any time during the term of this agreement, Franchisee shall pay, upon demand, the replacement fee which is currently $500.

9.4 Confidentiality

The Confidential Operations Manual contains Trade Secrets and other Confidential Information of Franchisor and its contents shall be kept confidential by Franchisee both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Confidential Operations Manual is available at the Franchised Business Office in a current and up-to-date manner. If the Confidential Operations Manual is in paper form or stored on computer-readable media, Franchisee shall maintain the Confidential Operations Manual in a secure manner at the Franchised Business Office; if the Confidential Operations Manual is in electronic form, Franchisee shall maintain the Confidential Operations Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Confidential Operations Manual, access to the Confidential Operations Manual or any key, combination or passwords needed for access to the Confidential Operations Manual. Franchisee shall not disclose, duplicate or otherwise use any portion of the Confidential Operations Manual in an unauthorized manner. Franchisee shall not use or benefit from Franchisor's Confidential Information for any purpose other than the operation of the Franchised Business.

10. FRANCHISE SYSTEM

10.1. Compliance with Standards

Franchisee shall strictly comply, and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Confidential Operations Manual or other communications supplied to Franchisee by Franchisor.

10.2. Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new or replacement computer hardware and software, equipment, or signs. Franchisee agrees to make all required upgrades and modifications at its expense as they may be required by Franchisor; provided, however, that Franchisee shall not be required to make any expenditures during the first year of the initial term or any expenditures which are unreasonably disproportionate to Franchisee's initial investment to establish the Franchised Business during the initial term. If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges that any required expenditures for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2 of this Agreement. Notwithstanding the foregoing, Franchisee shall be required to make any and all improvements or modifications whenever such are required by law, regulation, agency decision or court order.

10.2.1 Consistent with the foregoing, among other things, Franchisor reserves the right periodically to undertake technology initiatives, the purpose of which would be enhance the technology associated with the franchise system including, without limitation, enhanced internet capability, use of proprietary digital applications and enhanced support services. Although Franchisor cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the remaining term of this Agreement, Franchisee agrees to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions or modifications) and required service or support. Franchisor has no obligation to reimburse you for any Computer System costs. As otherwise permitted in this Agreement, Franchisor may access the Computer System and retrieve all pertinent information relating to the operation of the Franchised Business in areas that Franchisor has the ability to control and/or remedy.

10.2.2 Notwithstanding the fact that Franchisee must purchase, use, and maintain the Computer System consistent with our standards and specifications, Franchisee will have sole and complete responsibility for: (i) the acquisition, operation, maintenance, updates and upgrading of the Computer System, including compliance with the standards that we periodically require; (ii) the manner in which your Computer System interfaces with our computer system and those of other third parties; (iii) the installation, maintenance and support of the Computer System, although Franchisor may from time to time require or recommend third parties to provide these functions; and (iv) any and all consequences that may arise if the Computer System is not properly operated, maintained and upgraded, including but not limited to virus and spyware issues.

10.2.3 All of Franchisee Computer Systems must be compliant with all applicable laws, regulations, and commonly accepted industry standards, including without limitation those laws, regulations, and commonly accepted industry standards relating to privacy, data security, and the processing and protection of confidential personal information, including without limitation the Payment Card Industry Data Security Standards and all other standards applicable to electronic payments that may be published from time to time by payment card companies.

10.3. Variance

Franchisor has the right to vary standards or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular OPCA Clinic. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

11. ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1. Local Advertising

11.1.1. Franchisee shall continuously promote the Franchised Business. Every month, during the Term of this Agreement, three percent (3%) of Gross Sales shall be spent on advertising, promotions and public relations within the immediate locality surrounding the Franchised Business ("Local Advertising"). Franchisor reserves the right to increase this amount up to 6% of Gross Sales, however, Franchisee will have a minimum of thirty (30) days' notice of any such increase. Franchisor shall provide general guidelines to Franchisee for conducting Local Advertising. Such expenditures shall be made directly by Franchisee, subject to the prior approval and direction of Franchisor. Within thirty (30) days after the end of each year, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding year.

11.1.2. Franchisee shall submit to Franchisor, prior to first use, all advertising and promotional materials to be used by Franchisee including, but not limited to internet advertising, social media marketing, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within fourteen (14) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials by the end of such fourteen (14) day period, such materials shall be deemed to have not received the required approval. Franchisee shall not use any marketing or promotional material prior to written approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services.

11.2. National Marketing Fee

Franchisor has established and administers a System-wide marketing, advertising and promotions campaign to facilitate regional and national advertising and marketing efforts to which Franchisee shall contribute a monthly fee. On or before 5:00 PM ET on the 5th day of each month (unless this day is a weekend or holiday, then on the business day before), Franchisee shall contribute to the National Marketing Fee an amount specified by Franchisor from time to time, as indicated on the Summary Page, but not to exceed 3% of Gross Sales for the applicable period ("Marketing Fee"). The Marketing Fee shall be made at the time and in the same manner as the Royalty Fees in Section 3.2. Franchisor shall notify Franchisee at least thirty (30) days before changing the Marketing Fee requirements. The Marketing Fee shall be maintained and administered by the Franchisor or its designee as follows:

11.2.1. Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Marketing Fee. The program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any particular marketing program.

11.2.2. Franchisee's Marketing Fee may be used to meet the costs of, or to reimburse Franchisor for its costs of, any cost of conducting market research, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of preparing and conducting television, radio, Internet, intranet, magazine, newspaper, and direct mail advertising campaigns and other public relations activities; developing and/or hosting an Internet and/or intranet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). The Marketing Fee shall not be used for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using Marketing Fee monies (including Internet advertising) information concerning franchise opportunities, and a portion of Marketing Fee monies may be used to create and maintain one or more pages on Franchisor's web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

11.2.3. Although not contractually required, Franchisor anticipates that all OPCA Clinics owned by us or an affiliate will make similar contributions to the Marketing Fee as required of Franchisees.

11.2.4 Franchisee acknowledges that the Marketing Fee (and marketing program) is not a trust, escrow, or a fund, and neither Franchisor nor its affiliates assume a fiduciary obligation for administering or auditing the marketing program or for any other reason. Franchisor may, as it deems necessary, prepare an unaudited report of the marketing program each year, and may provide Franchisee a copy upon receipt of Franchisee's written request.

11.3. Cooperative Advertising

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of OPCA Clinics located within a particular region. Franchisor has the right to collect and designate all or a portion of the Local Advertising to payments or contributions to Franchisor for the funding of a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time.

11.4. Electronic Media

Franchisee may market its Franchised Business only through approved social media channels in accordance with Franchisor's social media policy and Standards. Franchisor may require that Franchisee utilize Franchisor's approved vendor for social media marketing services. Franchisee may not otherwise establish a presence on, or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website, presently at www.opclinicsamerica.com , that provides information about the System and the products and services that Franchisor and its franchisees provide. We have an Internet advertising program ("**Internet Advertising Program**") which we use to design a webpage for your Franchised Business, link it to the OPCA website, and promote your webpage on the Internet. We reserve the right to modify or discontinue this program in our sole discretion. Franchisee acknowledges that Franchisor owns all right, title, and interest in any webpage or digital presence created for the Franchised Business.

11.5. Business Listing

Franchisee must list their Clinic with Google Places, Facebook Ads, Google Adwords, and Print Ads and/or radio ads as applicable. All online or Internet based requirements will be completed by a third-party marketing agency as we designate, and you will be solely responsible for the costs associated with this online requirement. We estimate these costs will be approximately $2,000 per month plus on-going fees. Upon expiration or termination of this Agreement, it is your obligation to remove or assign the ownership to your listing to us. Franchisee should be complete this requirement prior to opening but no less than 30 days before your official opening date.

11.6. Public Relations and Association with Causes

Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding the Franchised Business or any particular incident or occurrence related to the Franchised Business, without the Franchisor's prior written approval. Franchisee shall not in the name of the Franchised Business or OPCA System (a) donate money, products, or services to any charitable, political, religious, or other organization, or (b) act in support of any such organization, without the Franchisor's prior written approval. Any violation of this Section shall be deemed a material breach of this Agreement and may result in immediate termination.

11.7. Loyalty Programs, Prize Promotions, and Promotional Literature

11.7.1. If Franchisor develops or authorizes the sale of gift certificates and/or stored value cards, loyalty cards, and/or customized promotional receipts, you shall acquire and use all computer software and hardware necessary to process their sale and to process purchases made using them and be solely responsible for the service charges related to such processing. All proceeds from the sale of all gift certificates and stored value cards belong exclusively to Franchisor, and you shall remit the proceeds of such sales to Franchisor according to the procedures that Franchisor prescribes periodically. Franchisor shall reimburse or credit to you (at Franchisor's option) the redeemed value of gift cards and stored value cards accepted as payment for products and services sold by the Franchised Business.

11.7.2. You shall also display all promotional literature and information as Franchisor may reasonably require from time to time.

11.8. Digital Marketing

You shall continuously promote your OPCA Clinic and the goodwill of the Marks. You must pay our approved third-party vendor the digital marketing fee in the amount of $1,500 up to $4,500 per month ("Digital Marketing Fee") for services of an approved marketing agency. We reserve the right to increase this fee upon thirty days' written notice to you in our sole discretion. This fee includes optimization, and other digital marketing services (such as enhanced lead generation) as we may designate in our sole discretion.

12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

12.1. Records

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Manual(s) or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

12.2. Collected Gross Sales Reports

Franchisee shall maintain an accurate record of Collected Gross Sales and shall deliver to Franchisor via email, intranet system or the Internet a signed and verified statement of Collected Gross Sales ("Collected Gross Sales Report") for the month then ended by the 5:00 PM ET on the 5th of the following month in a form that Franchisor approves or provides in the Manual(s).

12.3. Financial Statements

Franchisee shall supply to Franchisor on or before the fifteenth day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with GAAP, applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Confidential Operations Manual or otherwise in writing.

By the 5:00 PM ET on April 30 of each year, Franchisee shall provide to Franchisor all tax returns which contain income and expenses of Franchisee's OPCA Franchised Business.

12.4. Other Reports

Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Manual(s). Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor's lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement. If Franchisee fails to submit any required reports under this Agreement within three business days of the due date, a late reporting fee of $250 per report per incident applies, which is payable to Franchisor upon demand.

12.5. Software / Technology

During the term of this Agreement, Franchisor reserves the right to require Franchisee to purchase, install and use computer equipment consisting of hardware and software in accordance with Franchisor's then-current specifications. This may include a business management and accounting software providing customer relationship management, scheduling, inventory, and data management services. Franchisor has established a Technology Fee as specified by Franchisor from time to time ("**Technology Fee**"). The current Technology Fee is $755 per week. In addition to the ongoing Technology Fee, the Franchisee shall pay the Technology Fee Reserve amount as further described in Section 12.5.2. below. Franchisor shall notify Franchisee at least thirty (30) days before changing the Technology Fee requirements. Franchisor may change the software or technology that Franchisee must use at any time, and pass through those costs to the Franchisee plus a reasonable administrative fee for use of the software and technology. Franchisor may also develop proprietary software or technology that must be used by OPCA franchisees. If this occurs, Franchisee agrees to enter into a license agreement with Franchisor (or an affiliate of Franchisor) and pay Franchisor (or Franchisor's affiliate) a commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which Franchisee may utilize this software or technology. Franchisor also reserves the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to Franchisee, in which case Franchisor may charge Franchisee for all amounts that we must pay to the licensor based on Franchisee's use of the software or technology plus a reasonable administrative fee. All fees referenced in this Section 12.5 are due on or before 5:00 PM ET on the day of each month that we specify from time to time. Franchisor shall, at all times, have full access to all of Franchisee's computer, software, data and systems, and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement.

12.5.1 Information System Technologies

(a) Approved information systems: We may designate the information system used in your Franchised business, including the computer hardware, software other equipment and enhancements (the "Information System"). If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the franchise business unless otherwise directed by us.

(b) You are solely responsible for protecting yourself from disruptions, Internet Access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and you waive any and all claims you may have against us or our affiliates as the direct or indirect result of such disruptions, security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Franchise Business, unless otherwise directed by us.

(c) Indemnification: You hereby release and agree to hold us and our affiliates and our respective officers and directors, harmless from and against any and all claims, liability, damages or causes of action of any nature arising from or in connection with the installation, maintenance or operation of the Information System and its billing and payment processing, except to the extent arising from such party's gross negligence or intentional acts.

(d) Ownership Information: All of the information we or our affiliates obtain from you or about your Franchised Business, and all information in your records or our concerning the members of your Franchised Business ("the Information") and all revenues we derive from the Information will be our property. However, you may at any time during the term of this Agreement use in the operation of your Franchised Business (but for no other purpose), to the extent lawful and at your sole risk and responsibility, any information that you acquire from third parties in operating your Franchised Business, such as customer data. The information (except for information you provide to us or our affiliates with respect to you and your affiliates, including your respective officers, directors, shareholders, partners or equity members of your entity) will become our property which we may use for any reason as we deem necessary or appropriate in our discretion. You hereby authorize your payment processor to release the information to us at any time. Following termination or expiration of this Agreement you will no longer use any of the Information, except to comply with your post-term obligations under this Agreement and you authorize your payment processor to release the Information exclusively to us and/or our designees.

12.5.2 Technology Fee Reserve

(a) Initial Payment. Prior to the opening of the Franchised Business, Franchisee shall pay to Franchisor a lump sum amount specified on the Summary Page of this Agreement (the "Technology Fee Reserve"). This amount represents an advance payment equivalent to approximately three (3) months of the weekly Technology Fee. The Reserve is uniform for all new franchisees, is deemed fully earned by Franchisor upon payment, and is non-refundable.

(b) Application of Funds. Franchisor shall hold the Reserve throughout the Term. In the event Franchisee fails to timely pay any weekly Technology Fee, Franchisor may, in its sole discretion and without notice to the Franchisee or waiving any other rights or remedies under this Agreement, apply a portion of the Reserve to satisfy such delinquent payment.

(c) Obligation to Replenish. If Franchisor applies any portion of the Reserve to a delinquent payment, Franchisee shall, within five (5) business days of receiving written notice from Franchisor, pay to Franchisor such amount as is necessary to replenish the Reserve to its then-current 3 months' worth of Technology Fee amount. Failure to replenish the Reserve within this timeframe shall constitute a material default under this Agreement.

(d) Final Term Application. Provided that Franchisee is in full compliance with all terms and conditions of this Agreement and is not then in default, Franchisor shall apply the remaining Reserve balance toward the Technology Fees due for the final three (3) months of the Initial Term. If, upon expiration or termination of this Agreement, Franchisee owes any other amounts to Franchisor (including Royalties, Marketing Fees, or liquidated damages), Franchisor may apply the Reserve to such outstanding balances first at its sole and absolute discretion.

12.6. Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, financial data, business records, bank records, and tax returns of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower). If the audit or any other inspection should reveal that Franchisee has not spent a monthly minimum of three percent (3%) on Local Advertising, or if the inspection discloses an underpayment of three percent (3%) or more of the amount due for any period covered by the audit, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12.7. Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Collected Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

12.8. Audit Expenses

If an audit shows the Franchisee has failed to report Franchisee's gross sales, or if the Franchisee has underreported amounts owed to the Franchisor by 2% or more, Franchisee shall pay Franchisor all costs and expenses associated with such audit. This amount includes travel, lodging, and any additional costs associated with the audit. This amount is also in addition to any interest, late fees, banks fees, or other rights we may have under the franchise agreement. For avoidance of doubt, the cost and expense of an audit is in addition to any amounts owed to the Franchisor under this Agreement and any rights and remedies available to the Franchisor under this Agreement.

13. STANDARDS OF OPERATION

13.1. Authorized Products, Services and Suppliers

13.1.1. Franchisee shall provide or offer for sale or use at the Franchised Business only those products, supplies, and services, approved by Franchisor (the "Services"). The Services must be provided with the utmost diligence and care by Franchisee, using products, supplies, equipment and other items that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. Franchisee shall not offer, sell, or use in the operation of the Franchised Business any products or services that Franchisor has not approved.

13.1.2. If required by the Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that the Franchisor designates or approves (which might include, or be limited to, the Franchisor or an Affiliate). These items or services may include, without limitation, service tools, equipment, chemicals, business cards, stationery, marketing materials, and pre-printed forms, and collateral merchandise such as T-shirts and branded clothing. Though approved by us, we and our affiliates make no warranty and expressly disclaim all warranties, including warranties of merchantability for any particular purpose with respect to fixtures, furniture, equipment (including without limitation, any and all required computer systems) supplies or other approved items.

13.1.3. Franchisor shall provide Franchisee, in the Manual(s) or other written or electronic form, or other format as determined by Franchisor, with a list of specifications and, if applicable, a list of Approved Suppliers for some or all of the supplies, furniture, fixtures, inventory, equipment and other approved or specified items and services, and Franchisor may from time to time revise such list. If Franchisee desires to utilize any products, services or new technology that Franchisor has not approved (for products and services that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier. Franchisor will decide within a reasonable time [usually ninety (90) days] after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

13.1.4. Notwithstanding anything to the contrary in this Agreement, Franchisor has the right to review, from time to time, its approval of any items, services or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor.

13.1.5. Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing, and regional or local differences. Franchisor has the right to give its consent to one or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.3 and shall not create any rights in Franchisee to provide the same products or services. We will not unreasonably withhold our consent.

13.1.6. Franchisee acknowledges and agrees that Franchisor and/or its affiliate may derive compensation or other benefits based on Franchisee's purchases or leases from designated or approved suppliers, and that Franchisor has the right to retain such compensation or benefits in consideration of the valuable services provided by Franchisor and/or its affiliate. Franchisee shall have no interest in or claim to such compensation or benefit.

13.2. Appearance and Condition of the Franchised Business

13.2.1 Franchisee shall maintain the service tools and equipment, and signage of the Franchised Business in "like new" condition, and shall repair or replace service tools and equipment, and signage as necessary to comply with the health and safety standards and specifications of Franchisor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2.

13.2.2 Franchisee shall prominently display, at Franchisee's expense, both on the interior and exterior of the Franchisee's OPCA business premises, signs in such form, color, number, location and size, and containing such Marks as Franchisor may designate. Franchisor may require the Franchisee to use illuminated signs. Franchisee shall obtain all permits and licenses required for such signs and will also be responsible for ensuring that all signs comply with all laws and ordinances. Franchisee shall not display in or upon Franchisee's OPCA business premises any sign or advertising of any kind to which Franchisor may object. Franchisee reserves the right to require Franchisee to update Franchisee's signage at any time at Franchisee's sole expense.

13.2.3 Franchisee shall conform to all quality and customer service standards prescribed by the Franchisor in writing.

13.2.4 Franchisee shall operate the Franchised Business so that it is clearly identified and advertised as a "OPCA" Clinic. Franchisee shall use the trademark "ORTHOTIC & PROSTHETICS CLINICS OF AMERICA" and the other Marks which now or hereafter may form a part of the System, on all signs, paper supplies, business cards, uniforms, advertising materials, technology platforms, signs and other articles in the identical combination and manner as the Franchisor may prescribe in writing and the

Franchisee shall supply to the Franchisor samples or photographs of the same upon Franchisor's request. Franchisee shall comply with all trademark, trade name, service mark and copyright notice marking requirements and Franchisee shall supply to the Franchisor samples or photographs of the same upon our request.

13.3. Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee or its Clinic Director. We have the right to approve your Clinic Director. The Clinic Director shall devote best efforts to the management of the day-to-day operation of the Franchised Business, but not less than 35 hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Clinic Director. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

Franchisee shall maintain a competent, conscientious, and trained staff (who shall have been adequately trained by Franchisee) in numbers sufficient to service customers promptly and properly, and shall take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe. In addition, Franchisee and its employees shall handle all customer complaints, refunds, returns or other adjustments in accordance with Franchisor's policies as set forth in the Manual(s) or otherwise in writing. The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks. The parties further acknowledge and agree that Franchisor neither dictates nor controls labor or employment matters for Franchisee or Franchisee's employees. Franchisee is exclusively responsible for hiring personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, and for disciplining and discharging Franchisee's employees. Franchisee is exclusively responsible for labor relations with your employees.

Franchisee acknowledges and agrees that Franchisee is solely responsible for all decisions relating to employees, agents, and independent contractors that you may hire to assist in the operation of the Franchised Business. Franchisee agrees that any employee, agent, or independent contractor that Franchisee hires will be Franchisee's employee, agent, or independent contractor, and not Franchisor's employee, agent, or independent contractor. Franchisee also agrees that Franchisee is exclusively responsible for the terms and conditions of employment of Franchisee's employees, including recruiting, hiring, firing, training, compensation, work hours and schedules, work assignments, safety and security, discipline, and supervision. Franchisee agrees to manage the employment functions of the Franchised Business in compliance with federal, state, and local employment laws.

13.4. Days of Operation

Franchisee shall keep the Franchised Business open for business at least eight (8) hours per day, five (5) days per week as specified in the Manual(s) or otherwise approved in writing.

13.5. Certifications

13.5.1 Certified Prosthetist Orthotist (CPO)

To operate the Franchised Business, applicable law, may requires that Franchisee must have among the Professionals and managers a Certified Prosthetist Orthotist ("**CPO**") who meets the minimum standards and specifications for being an owner/operator of an OPCA Clinic; the Professionals will function under the CPO's protocols and license. If for any reason the CPO withdraws from the Clinic, ceases to act, or is no longer capable of acting as the CPO, franchisee must remain in compliance with all applicable laws, notify Franchisor immediately and thereafter immediately replace the CPO with one whom meets the minimum Standards, specifications, and follows all of Franchisor's other policies and procedures for replacement of a CPO. Franchisor also reserves the right to approve the CPO, and he/she must comply with the orientation and training procedures designated from time to time, in the Manual(s). Therefore, the selection of a CPO, and maintaining him or her in that role, is subject to Franchisor's approval, which shall not be unreasonably withheld. The CPO must agree to actively participate in communication networks, knowledge sharing and quality control methods as Franchisor specifies; this role will include the responsibility to interact with, manage and be responsible for Franchisee's relationships with other professionals and the Clinic itself. Franchisor may require the CPO to have an equity interest in the Franchised Business in a manner and amount Franchisor may periodically specify, if necessary, to comply with applicable laws, rules or regulations.

13.6. Licenses and Permits

Franchisee shall secure and maintain in force all required operational and professional licenses, permits and certificates , including a business license or Franchisee's state's equivalent, necessary for the operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to environmental protection, occupational hazards and health, workers' compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales taxes, if applicable. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.7. Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Business not more than 24 hours after notice of such commencement or issuance. Franchisee shall deliver to Franchisor not more than 72 hours after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule, or regulation that reflects Franchisee's failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation. Franchisee will provide Franchisor with all information requested within 72 hours of such request including but not limited to the progress or outcome of any order, writ or injunction.

13.8. Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business, including operating in strict compliance with all applicable rules and regulations. Franchisee shall at all times give prompt, courteous, honest and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors, Franchisor staff members, and the general public, adhere to the highest standards of honesty, professionalism, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint or has operated outside of applicable rules and regulations, Franchisor has the right to intervene and satisfy the customer or resolve conflicts with vendors or others affected by Franchisee's conduct. Franchisor has the right to terminate this Agreement for violation of this Section 13.

13.9. Uniforms

Franchisee shall abide by all uniform and dress code requirements stated in the Manual(s) or otherwise. Uniforms must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms.

13.10. Payment Systems

Franchisee shall, at its expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard, American Express and such other credit card or other payment systems now existing or established in the future, issuers as Franchisor may designate, from time to time, to enable the Franchised Business to accept such methods of payment from its customers.

Franchisee shall accept debit cards, credit cards, stored value cards, and other non-cash systems (including, for example, APPLE PAY and/or GOOGLE WALLET) that Franchisor specifies periodically to enable customers to purchase authorized products, and to acquire and install all necessary hardware and/or software used in connection with these non-cash systems. Franchisee shall not accept any currency other than USD, and specifically is prohibited from accepting any cryptocurrency and tokens (including, but not limited to, BITCOIN). The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, Franchisee shall cause the Franchised Business to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Standards Council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information. Franchisee is solely responsible for its own education concerning these regulations and standards and for achieving and maintaining applicable compliance certifications. Franchisee shall defend, indemnify, and hold Franchisor harmless from and against all claims arising out of or related to Franchisee's violation of the provisions of this Section 13.10.

13.11. E-Mail

Franchisee shall, at all times and at Franchisee's expense, maintain an e-mail address and account for communicating with Franchisor, per Franchisor's specifications. To the extent Franchisor provides an authorized email to Franchisee, then Franchisee shall use only the assigned email for all Franchised Business' purposes. Franchisee shall respond to all e-mails within 1 business day.

13.12. Best Efforts and Minimum Performance Criteria

Franchisee shall use its full-time and best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all products and services provided as part of the System. Best efforts are defined as the Good Faith effort to increase the gross sales during the first three (3) years by ten (10) percent over the previous years' gross sales. Franchisor will have the sole discretion to issue a Notice of Default with thirty (30) days right to cure if such best efforts are not demonstrated.

13.13 Other Franchisee's Employees

Franchisee is not prohibited from soliciting or hiring other OPCA franchisee's employees. If Franchisee employs another OPCA franchisee's employee who has attended Franchisor's training within 12 months of the hire date with Franchisee, Franchisee shall pay to the other franchisee the then-current training fee of Franchisor.

13.14 ADA Certification

At its sole expense, Franchisee shall furnish evidence satisfactory to Franchisor that the Franchised Business Office (if not the Franchisee's home office) is designed, constructed, and altered in compliance, at all times, with the requirements of the Americans With Disabilities Act of 1990, (as amended by the ADA Amendments Act of 2008) the regulations now or hereafter adopted pursuant thereto, and any and all applicable state or local laws, statutes, ordinances, rules and regulations concerning public accommodations for disabled persons now or hereafter in effect. Franchisee shall indemnify, defend, and hold harmless the Franchisor from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, reasonable attorney's fees and disbursements) arising from

Franchisee's failure to comply with this obligation.

13.15 Legal Compliance

In addition to complying with its obligations under this Agreement, Franchisee shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders. Such laws, rules, regulations, ordinances, and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances, and orders and to adhere to them at all times during the term of this Agreement. Failure to comply with applicable federal, state, and local laws, rules, regulations, ordinances, and orders is a material breach of this Agreement and Franchisor reserves the right to terminate this Agreement immediately for cause and without an opportunity to cure.

13.16. Non-Compliance; Quality Assurance Inspections; Mystery Shops.

13.16.1 Non-Compliance

Franchisor shall conduct period checks to determine whether Franchisee is in compliance with the System (either conducting mystery shops using a third-party, or internally through its routine inspections), and shall have the right to assess a non-compliance fee ("**Non-Compliance Fee**") against the Franchisee for any infractions. An "infraction" is defined as a failure to follow our System or Standards as set out in our operations manual, or the terms of the Franchise Agreement. The Non-Compliance Fee is $500 per infraction plus Franchisor's costs associated with the infraction, and is due upon Franchisor's demand. If there are three or more infractions in any 12-month period (whether or not such infractions are cured after notice), Franchisor reserve the right to terminate this Franchise Agreement.

13.16.2 Quality Assurance Inspections / Mystery Shops

Franchisor shall have the right to enter the Franchised Business Office during regular business hours for purposes of conducting quality assurance audits, including instituting a mystery shopper program, to assess customer satisfaction During these inspections, Franchisor may obtain for testing purposes and without charge, reasonable information regarding services performed, including customer contact information. Such quality assurance audits and mystery shops may be conducted by Franchisor personnel, and Franchisor reserves the right to charge $300 per quality assurance inspection if performed by the Franchisor, or actual costs of a mystery shop plus Franchisor's reasonable administrative expenses, up to $300, associated with the same. At Franchisor's request, you shall engage one or more third party service providers, which may be designated by Franchisor, to provide periodic quality assurance audits and/or mystery shops at your sole cost and expense.

13.17. Data Security and Privacy

Franchisee must comply with all applicable federal, state and local laws, rules, and regulations regarding data security, protection, and privacy, including, without limitation and if applicable, the California Consumer Privacy Act ("CCPA"), Cal. Civ. Code § 1798.100, et seq. Franchisee must comply with any privacy policies, data protection polices, and breach response policies that Franchisor periodically may establish. Franchisee must notify Franchisor immediately regarding any actual or suspected data breach at or in connection with the Franchised Business. Further, whenever and to the extent Franchisee operates as a "Service Provider" under the CCPA or in a similar capacity under any other applicable federal, state, or local privacy law, Franchisee represents, warrants, and covenants that:

(a) Franchisee will not sell, make available or otherwise disclose any customer's "Personal Information" (as defined in the CCPA) to any third party for valuable consideration;

(b) Franchisee will retain, use, or disclose Personal Information only for the specific purpose of performing the services specified in this Agreement, and not any commercial or noncommercial purpose other than providing the services specified in this Agreement;

(c) Franchisee will not retain, use, or disclose Personal Information outside of the direct business relationship between Franchisee and Franchisor;

(d) Franchisee will delete any Personal Information upon Franchisor's request unless Franchisee can prove that such request is subject to an exception under applicable law; and

(e) Franchisee certifies that it understands and will fully comply with the restrictions of this section. Franchisee also acknowledges and agrees that Franchisor may modify the restrictions by written notice to Franchisee, including adding other similar privacy restrictions that may be required under other federal, state, or local privacy laws.

13.18. Customer List

Franchisee agrees that the list of the names, addresses, emails, and other information regarding Franchisee's current clients, former clients, and those who have inquired about the Services (the "Customer List") shall be included in the Confidential Information, shall be the property of Franchisor, and shall constitute a trade secret of Franchisor. Franchisee agrees that Franchisee may not disclose the Customer List, or any portion thereof, to any person other than the Franchisor, either during the term of this Agreement or thereafter, and may not use the Customer List for any purpose outside the operation of the Franchised Business.

13.19. Business and Customer Data

In this Section "Customer Data" means Personal Information, sales and payment history, and all other information about any person or entity the Franchised Business has serviced, wherever stored, including data regarding customers of businesses converted as a Franchised Business, and any other information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media account, billing and payment history, customer service requests, and any other Information as defined in applicable law, and "Business Data" means all financial reports, vendor and supplier pricing data, and all other data about the Franchised Business other than Customer Data. Franchisee acknowledges and agrees that:

(a) Franchisor has the right to independently access all Business Data, wherever maintained. Franchisor also has the right to require Franchisees to deliver Business Data to Franchisor. Franchisor has the right to use (and to authorize others to access and use) Business Data to, among other uses: (i) verify sales, (ii) monitor progress of its franchisee; (iii) prepare a financial performance representation for Franchisor's Franchise Disclosure Document; and (iv) share vendor and supplier pricing data with its affiliates.

(b) Franchisor owns and has the right to access all Customer Data, in whatever form existing, and wherever stored. Because we own the Customer Data, including Personal information, we can share it with our affiliates, service providers, contracted third parties, or any other person, for any purpose, without notifying or compensating you, both during and after this Agreement, including for the performance of services the Franchisor or its parents or affiliates, as well as for marketing and cross-selling products and services of any of the foregoing parties. Whenever we request, and without request upon termination or expiration of this Agreement, you are required to promptly deliver to Franchisor all Customer data in your possession or control, without retaining any of Customer Data in any media. You may not sell or disclose to anyone else any Personal Information or aggregated or non-aggregated Customer Data without first obtaining our written consent. In the event of an approved sale of the Franchised Business to a new owner who will continue to operate the Franchised Business under an agreement with us, you may not transfer the Customer Data to the new owner. You agree to install and maintain the security measures and devices necessary to protect Customer Data from unauthorized access or disclosure, including (but not limited to) the minimum measures pursuant to Section 13.17.

13.20. Compliance with Brand Standards

In order to protect the reputation and goodwill of Franchisor's brands and to maintain high standards of operation under the System, you agree to comply strictly with all of our required brand Standards. You acknowledge that the Standards may relate to any aspect of the appearance, operation, and marketing of the Franchised Business. Any material failure to comply with the required Standards or to pass our inspection will constitute a material breach of this Agreement. However, you acknowledge that we have the right to vary our standards and specifications to accommodate the individual circumstances of different franchisees. Franchisor's specifications do not constitute a warranty or representation, express or implied, as to quality, safety, suitability, fitness for a particular purpose or any manner. We will not be liable to you or others on account of the designation of Standards for the operation of the Franchised Business under the System.

13.21. Technology Disruptions

Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting the Franchised Business from computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisee must follow all federal, state, and local law regarding protecting consumer information, and protocols in the event of a breach of your security systems.

13.22 Phone System

Franchisee is required to have a minimum of 2 VOIP phones that will connect to a centralized OPCA phone system. Franchisee may use the carrier of your choice for such phone system. We anticipate the cost will range from $200 to $500 (as at an initial set up fee) per location with an additional $49 on-going monthly fee. If you choose to have more than 2 VOIP phones, your fees will increase with the addition of each phone. All charges are per location.

13.23 Customer Complaints

Franchisee agrees to promptly address all complaints in accordance with the procedures contained in the Manual(s) or as otherwise provided by the Franchisor. If Franchisee is unable or unwilling to resolve a customer complaint within forty-eight (48) hours, and it becomes necessary for Franchisor to reimburse a customer in settlement of their complaint about work performed at or by your Franchised Business, you agree to promptly reimburse us for amounts expended on account of any such complaint. Franchisee obligations and liabilities under this Section shall survive any termination or expiration of this Agreement.

13.24 The Practice of a Profession

Franchisee understands that:

(1) Franchisor does not intend to be in the business of providing physician or professional medical services;

(2) activities ancillary to the conduct of the Franchised Business involve the Practice of Medicine; and

(3) as a franchise owner and operator of an OPCA Clinic, this Agreement envisions that either the individuals, Physicians or Professionals with whom franchisee, franchisee's customers or Franchisor contract, advise, counsel, supervise or employ may, **to the extent permitted by applicable law**, order tests, diagnose diseases or medical conditions, prescribe or conduct treatment of individuals, perform operations, prescribe drugs for various human diseases, pain, injuries, deformities or other physical or mental conditions or engage in other activities commonly referred to as the "Practice of Medicine", "Practice of Pharmacy", "Nutritional Therapy" or other professions requiring licensure, certification or training under applicable laws (collectively, the "Practice of a Profession"). The Practice of a Profession is the responsibility of the Physicians, Professionals and the Practice (if separate); in this regard, this Agreement envisions that, although Physicians (including the Clinic Director) or Professionals may order tests, diagnose diseases or medical conditions, prescribe or conduct treatment of individuals, perform operations,

prescribe drugs for various human diseases, pain, injuries, deformities or other physical or mental conditions, engage in other Physician Activities or the Practice of a Profession, or otherwise offer the Medical Products and Services, or engage in other activities commonly referred to as the Practice of Medicine requiring licensure, certification or training under applicable laws, the Practice of Medicine will not be performed by the Franchisee or at or in connection with the Franchised Business unless, and only to the limited extent that, the activities are (i) ancillary to the conduct of the OPCA Clinic and directly related to the OPCA Program, and (ii) conducted in compliance with all applicable laws. Therefore, unless permitted by both applicable laws and Franchisor, the Practice will be a separate entity from franchisee and be required to perform the Practice of Medicine. Even where the ownership of both the Practice and the OPCA Clinic by Physicians is permitted, or where the employment of Physicians and Professionals is permitted by an entity owned by non-Physicians and non-Professionals, Franchisor may still require the Practice to be a separate entity. Except as set forth in the immediately preceding sentences, any Practice of Medicine by Franchisee, Franchisee's owners, the Physicians, the Professionals, or any other persons must be performed at a location other than the Franchised Business. Franchisor requires that any agreements between Franchisee and the Practice be approved by Franchisor in writing. However, Franchisor, or our predecessors, do not and will not intentionally engage in the Practice of a Profession at or in connection with Franchisee's Clinic.

(a) Licensure. Franchisee acknowledges and agrees that the Practice of a Profession and certain other medically related activities may be performed only by lawfully licensed or certified professionals, or in certain circumstances, permitted by law under the direct supervision and control of a lawfully licensed certified professional. Accordingly, interpretation of data, testing and screening, manipulation or touching of the body, provision and diagnosis of medical products or programs, and other services which require licensure, training or certification under applicable law, must only be performed by qualified trained and licensed professionals. Franchisee recognizes that in some states, operation of the medically supervised aspects of the OPCA Program or the prescribing or dispensing through OPCA Business(es) may be considered to be the Practice of Medicine or otherwise a Practice of a Profession, and Franchisee, Franchisee's Professionals and Physicians may require a medical or some other form of license to enter into, or perform services under this Agreement that are deemed a Practice of a Profession. Franchisee recognizes that in all states, the individuals who engage in the Practice of Medicine (particularly the prescribing of medical treatment like pharmaceuticals) must be licensed physicians or otherwise be permitted by law to engage in the Practice of Medicine.

Franchisor does not make, and has not made, any representations of any kind whatsoever that this Agreement does, or does not, violate any laws governing the Practice of Medicine or Practice of a Profession, or the various legal doctrines prohibiting lay person ownership of businesses engaged in the Practice of Medicine, commonly referred to as the "corporate practice of medicine", HIPAA, any federal or state law, rule or regulation governing Medicare or Medicaid, including state and federal laws regulating the relationships between providers and suppliers of health care products and services on one hand and physicians and other providers and suppliers of health care products and services on the other hand, the Fraud and Abuse provisions of the Medicare and Medicaid Statutes, state and federal laws governing self-referral by physicians, fee splitting, patient brokerage prohibitions, anti-kickback prohibitions, or any other law, rule or regulation related to the field of medicine or public health.

Franchisee is responsible for ensuring that the Business and its relationships with Physicians, Professionals and Practice(s) comply with all laws, rules and regulations applicable to the operation of the Franchised Business. Franchisee should check the various state and federal laws and regulations governing the Practice of a Profession and the structure of entitles involved with those fields.

(b) No Interference. Franchisor may not and will not interfere with, supervise or assume any responsibility for Franchisee or Franchisee's Professionals, Physicians or other employees, contractors or agents exercise of their medical professional judgment with respect to treatment of customers. This provision controls and modifies any other contrary provision of this Agreement that would in any manner affect or purport to limit the independent exercise of medical professional judgment by Franchisee, Franchisee's Professionals, Physicians or employees, contractors or agents or that would require Franchisor to engage in any activity that would constitute the Practice of Medicine or any other form of a Practice of a Profession. All medical decisions, acts or omissions made by, or in connection with, any person in any way associated with Franchisee's Clinic in the course of the Practice of Medicine or any other Practice of a Profession will be the decisions of the individual professionals involved and will not be affected by or attributed to Franchisor.

(c) **Responsibility for Treatment**. Franchisee acknowledges and agrees that Franchisor will in no way whatsoever be responsible for Franchisee and Franchisee will indemnify us against any decisions, acts or omissions related to the medical treatment of, Practice of Medicine or any other Practice of a Profession in relation to, or violation of the privacy interests of any person in any way whatsoever associated with Franchisee's Clinic. Franchisee agrees to take all necessary measures to inform all individuals associated with and potential customers of the Clinic that Franchisor has no control over or responsibility for any person's or persons' Practice of Medicine or any other Practice of a Profession.

14. FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

14.1. General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee during normal business hours by telephone, e-mail, newsletters, and other methods. Franchisor shall not charge for this service; however, Franchisor retains the right to refuse or charge a fee for this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating OPCA Businesses and an analysis of costs and prices charged for competitive products and services. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Business; provided, however, that Franchisor shall have the sole right to determine the prices to be charged for products sold through the OPCA Internet site, including products sold to persons identified as customers of the Franchised Business.

14.2. Inspections

A representative of our may make visits to your Franchised Business to ensure compliance with all required standards, specifications and procedures. Our representative will be allowed to inspect the condition and operation of your Franchised Business and all areas of your Franchised Business at any time during your business hours. Such inspections may include without limitations, conducting any type of audit or review necessary to evaluate your compliance with all required payments, standards, specifications or procedures. We may from time to time, make suggestions and give mandatory instructions with respect to your operation of your Franchised Business, as we consider necessary or appropriate to ensure compliance with the then-current quality standards of the System and to protect the goodwill and image of the System. You expressly agree that these visits will not imply that you are in compliance with your obligations under this Agreement or under the law or that we waive our right to require strict compliance with the terms of this agreement or the Manual. Furthermore, such visits will not create any responsibility or liability in our part. If you request that we make additional visits to your Franchised Business, you will pay the fees we establish for such visits. You will also allow us to visit your Franchised Business with prospective franchisees during your business hours.

15. INSURANCE

15.1. Types and Amounts of Coverage

At its sole expense, Franchisee shall procure within sixty days of the Effective Date, and maintain in full force and effect during the term of this Agreement, insurance as required by state law and as we specify below. All policies (except any workers' compensation insurance) shall expressly name Franchisor as an additional insured – grantor of franchise and loss payee and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

15.1.1. "All risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

15.1.2. Workers' compensation insurance as required by state law. Workers' compensation waiver of subrogation in favor of Franchisor must be included, and blanket form is also acceptable;

15.1.3. Comprehensive general liability insurance with a minimum liability coverage of $1,000,000 per occurrence; and an aggregate limit of $2,000,000. General liability must be primary and non-contributory with any other insurance and general liability waiver of subrogation in favor of Franchisor must be included, and blanket form is also acceptable;

15.1.4. Sexual/physical abuse insurance of not less than $1,000,000 per occurrence with a $2,000,000 general aggregate;

15.1.5. Professional liability insurance in an amount of not less than $1,000,000 per occurrence with a $2,000,000 general aggregate;

15.1.6. An umbrella policy in an amount of not less than $1,000,000;

15.1.7 Premises liability as required by landlord;

15.1.8 Business Interruption insurance in an amount of not less than 6 months of your monthly break-even amount, which may include all required fees;

15.1.9. Cybersecurity Insurance in the amount of $2,000,000 (maximum HIPPA fine) to protect against cybersecurity threats, and accordingly to require that Franchisor as an additional insured on these cybersecurity insurance policies;

15.1.10.Such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21.3.

Franchisee acknowledges that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect Franchisee from losses in connection with your Clinic. Nothing in this Agreement prevents or restricts Franchisee from acquiring and maintaining insurance with higher policy limits or lower deductibles than Franchisor requires. Franchisor reserves the right to require Franchisee to obtain insurance policies to protect against cybersecurity threats.

15.2. Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3. Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an "A-" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide.

15.4. Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Franchisee shall provide to Franchisor proof of the endorsements along with insurance certificates and/or other proof of coverage as Franchisor requires. Upon issuance of a policy and renewal of said policy, Franchisee shall provide to Franchisor, certificates of insurance showing compliance with the foregoing requirements within five days of Franchisee's receipt of such certificates. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums.

15.5. Failure to Maintain Coverage / Insurance Reimbursement

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

16. DEFAULT AND TERMINATION

16.1. Automatic Termination

The Franchise Agreement will terminate automatically, without notice, if: (a) Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; (b) a petition in bankruptcy is filed by Franchisee or such a petition is filed against Franchisee and Franchisee does not oppose it; (c) Franchisee is adjudicated as bankrupt or insolvent; (d) a bill in equity or other proceeding for the appointment of a receiver for Franchisee or other custodian for its business or assets is filed and consented to by Franchisee; (e) a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (f) proceedings for a composition with creditors under any state or federal law is instituted by or against Franchisee; (g) a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); (h) Franchisee is dissolved; (i) execution is levied against Franchisee's business or property; (j) judicial, non-judicial, or administrative proceedings to foreclose any lien or mortgage against Franchisee, the Business Entity, or the Clinic location or assets or equipment are instituted against Franchisor and are not dismissed within 30 days; or (k) the real or personal property of Franchisee or the Clinic is sold after levy thereupon by any sheriff, marshal, or constable.

16.2. Termination by Franchisor

16.2.1. The following constitute incurable defaults under the Franchise Agreement. If any of the following occur, Franchisor shall have the right to terminate this Agreement, without providing Franchisee an opportunity to cure. Termination shall be effective upon delivery of notice of termination.

16.2.1.1. Franchisee fails to maintain all required professional licenses, permits and certifications for a period exceeding five (5) business days;

16.2.1.2. Franchisee made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.1.3. Franchisee is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business, or noncompliance with any federal, state, or local law pursuant to its obligations under Section 13.15;

16.2.1.4 is convicted of or pleads no contest to a crime or offense that place them on the sex offender's registry, crimes against a human, sexual harassment against an employee, domestic abuse charges, animal abuse, elderly abuse, any theft charge, or is likely to adversely affect the reputation of

Franchisor, Franchisee or the Franchised Business;

16.2.1.5. Franchisee, after notice to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.6. Franchisee discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Confidential Operations Manual, Trade Secrets or any other Confidential Information;

16.2.1.7. If required by Franchisor, Franchisee fails to have any holder of a legal or in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee, execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Attachment 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

16.2.1.8. Franchisee abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor);

16.2.1.9. Franchisee surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.1.10. Franchisee fails to maintain the Franchised Business under the primary supervision of a Clinic Director during the one hundred eighty (180) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

16.2.1.11. Franchisee submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.1.12. Franchisee misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.1.13. Franchisee fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Marketing Fee, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

16.2.1.14. Franchisee violates on two (2) or more occasions any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.1.15. Franchisee fails to comply with any provision of this Agreement two or more times in a twelve-month period, whether or not subsequently cured; or failure on 2 or more separate noticed occasions to comply with the same obligation, whether or not those failures to comply are subsequently corrected; or

16.2.1.16. Franchisee defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

16.2.2. The following constitute curable defaults under the Franchise Agreement. If any of the following occur, Franchisor shall have the right to terminate this Agreement, if you fail to cure during the requisite cure period after receiving notice. Termination shall be effective upon delivery of notice of termination.

16.2.2.1. Franchisee fails to timely establish, equip and commence operations of the Franchised Business pursuant to Section 5;

16.2.2.2. Franchisee and/or the Clinic Director fail to have satisfactorily complete any training program pursuant to Section 8;

16.2.2.3. Franchisee engages in any activity exclusively reserved to Franchisor, and fails to cure such offending activity within five (5) days after delivery of written notice;

16.2.2.4. Franchisee fails to comply with any applicable law or regulation, and fails to cure such failure within ten (10) days after delivery of written notice;

16.2.2.5. Franchisee fails to pay any amounts due under this Agreement, and fails to cure such default within five (5) days after delivery of written notice default;

16.2.2.6. Franchisee fails to procure or maintain insurance as specified in Section 15 of this Agreement, and fails to cure such default within ten (10) days after delivery of written notice of default;

16.2.2.7. Franchisee materially breaches any other provision of this Agreement, and fails to cure such default within thirty (30) days after delivery of written notice of default;

16.2.2.8 Franchisee fails to obtain a yearly Department of Justice background check plus drug screening by February 1 of each year, through the Term of this Agreement and fails to cure such breach within 30 days.

16.2.2.9 Franchisee fails to cure any loss of license or certification as required to continue the operation of your Clinic within 60 days of notification;

16.2.2.10 Franchisee fails to cure any default related to your criminal background check, drug test, or financial check within 24 hours of notification; or

16.2.2.11 Franchisee fails to replenish the Reserve amount within five (5) business days of receiving Franchisor's written notice in an amount sufficient to equal OPCA's then-current amount equivalent to 3 month's Technology Fee amount.

16.2.3. If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

16.3. Termination by Franchisee

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

16.4. Termination with 30-Day Cure Period.

Except as otherwise provided in this Article 16, OPCA has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within thirty (30) days after delivery of written notice.

16.5. Termination Related to Death or Permanent Incapacity.

OPCA has the right to terminate this Agreement if an approved transfer as required by Section 18.6 is not effected within the designated time frame following a death or permanent incapacity (mental or physical).

16.6 Step In Rights.

To prevent any interruption of the Franchised Business, you hereby authorize Franchisor, and Franchisor shall have the right, but not the obligation, to operate the Franchised Business on your behalf for as long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement, in the event that: **(a)** your Owner or Clinic Director is absent or incapacitated by reason of illness, death or disability and, therefore, in Franchisor's sole determination, you are not able to operate the Franchised Business in full compliance with this Agreement, **(b)** any allegation or claim is made against your or any of your owners, or the operation of the Franchised Business, involving or relating to fraudulent, deceptive or illegal practices or activities, and/or **(c)** due to your failure to operate in accordance with our System. If Franchisor undertakes to operate the Franchised Business pursuant to this section, Franchisor shall have the right to collect and pay from the revenues of the Franchised Business all operating expenses including, without limitation, Royalty Fees, Marketing Fees, and employee salaries, and further shall be entitled to collect, as compensation for its efforts, a reasonable management fee not to exceed 10% of Gross Sales. You shall indemnify and hold harmless Franchisor from any and all claims arising from the alleged acts and omissions of Franchisor and its representatives.

16.7 Cross Default

Except for a default or termination of any Store Development Agreement between you or your Affiliate and OPCA or any of its affiliates solely on account of your failure to meet the applicable development schedule (which shall not be considered a default under this Agreement), any default under any agreement between you, any of your Owners or any of your Affiliates and OPCA or any of its Affiliates (including any other franchise agreement between OPCA or any of its affiliates and you, any of your Owners or your Affiliate(s), and failure to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement. Termination of a Store Development Agreement solely on account of your failure to meet the applicable development schedule will not be considered a default or provide grounds for termination of this Agreement.

16.8 Additional Remedies.

In addition to, or in lieu of, termination of this Agreement, in its sole discretion, Franchisor may require the Clinic be closed during any cure period relating to a default based on public health and safety concerns.

16.9. Pre-Termination Rights

16.9.1. Prior to the termination of this Agreement, if you fail to pay any amounts owed to us or our affiliates or fail to comply with any term of this Agreement, then in addition to any right we may have to terminate this Agreement or to bring a claim for damages, we will have the right to take the actions set out below and continue them until you have cured the default to our satisfaction. The taking of any of the actions permitted in this Section 16.9 will not suspend or release you from any obligation that would otherwise be owed to us or our affiliates under the terms of this Agreement. We may:

(a) Remove the listing of the Franchised Business from all advertising published or approved by us, including but not limited to online directories, forums, social media, and indexing websites;

(b) Prohibit you from attending any meetings, conferences or seminars held or sponsored by us or taking place on our premises;

(c) Suspend access to the call center (if applicable), the franchisee portal, and any technology systems we provide to you;

(d) Suspend services provided to you by us or our affiliates under this Agreement, including but not limited to inspections, training, marketing assistance, and the sale of products and supplies;

(e) If you are in default under this Agreement, at our direction and without waiver of any of our rights under this Agreement, in lieu of termination of this Agreement, we may impose a fee ("**Default Fee**") in an amount of $1,500 plus the cost of reinspection and the cost of enforcing compliance. You must pay the default fee within 3 days of our demand;

(f) Suspend all services we or our affiliates provide to you under this Agreement or otherwise;

(g) Contact your landlord, lenders, and/or suppliers, regarding the status of your operations, and provide copies of any default or other notices to your landlords, lenders and suppliers; Franchisor may also contact suppliers and obtain information about Franchisee purchases and the status of Franchisee's account. Upon termination or expiration, Franchisor can stop access to our proprietary products from any supplier or distributor;

(h) In addition, if you notify us that you are closing your Franchised Business or otherwise communicate to others that you are closing your Franchised Business, you agree that your billing processor may withhold up to one-half (1/2) of monies that would otherwise be payable to you to cover any post termination obligations you may have.

Our actions as outlined in Section 16.9 may continue until you have brought your accounts current, cured any default and complied with our requirements, and we have acknowledged the same in writing. The taking of any of the actions permitted in this section will not suspend or release you from any obligation that would otherwise be owed to us or our affiliates under the terms of this Agreement or otherwise.

17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

17.1. Actions to be Taken

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

17.1.1. Immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.1.2. Cease to use the Trade Secrets or other Confidential Information, the System and the Marks including, without limitation, all slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks, and Franchisee will immediately return the Customer List to Franchisor, and shall not thereafter use the Customer List or contact such customers for any reason;

17.1.3. Take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the name "Orthotics & Prosthetic Clinics of America" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty

(30) days after termination or expiration of this Agreement;

17.1.4. Pay all sums owing to Franchisor and any Affiliate. In the event of termination for any default of Franchisee, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees, with respect to litigation, arbitration, appellate or bankruptcy proceedings, unpaid Royalty Fees, Marketing Fees, and any other amounts due to Franchisor or any Affiliate;

17.1.5. Pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.6. Immediately return to Franchisor the Confidential Operations Manual, Trade Secrets and all other Confidential Information including records, files, instructions, brochures, agreements, referral contact list, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

17.1.7. Assign all of Franchisee's email addresses, any websites, and telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers associated with the Marks and shall authorize transfer of same to or at the direction of Franchisor;

17.1.8 Refrain from any and all actions that may reduce the goodwill of your customers or potential customers or towards other Franchisees;

17.1.9 Comply with all covenants not to compete and all other surviving provisions of this Agreement;

17.1.10. Keep and maintain all business records for a period of 3 years following such termination, expiration or non-renewal; and

17.1.11. Comply with all other applicable provisions of this Agreement.

17.1.12 Obligation regarding ongoing collections on Collected Gross Sales.

(a) Upon the expiration, termination, or non-renewal of this Agreement for any reason, Franchisee's obligation to pay all fees calculated on Collected Gross Sales, including but not limited to the Royalty Fee, National Marketing Fee, and Local Advertising Fee, shall explicitly survive such expiration, termination, or non-renewal. Franchisee expressly agrees that Franchisor's legal right to these fees vested at the moment the underlying sale or service occurred during the term of this Agreement, regardless of when cash is actually received from the customer.

(b) For as long as any accounts receivable or uncollected billings generated during the term of this Agreement remain outstanding, Franchisee shall:

i. Maintain a dedicated, accurate accounting of all such collections;
ii. Continue to submit to Franchisor a monthly Collected Gross Sales report within five days following the end of each calendar month; and
iii. Accompany each report with the corresponding payment for all Royalties, National Marketing Fees, and Local Advertising Fees due on the amounts collected during that month.

(c) This obligation shall continue seamlessly after termination until all outstanding accounts receivable have been completely collected and remitted, or have been legally written off as uncollectible in strict accordance with Generally Accepted Accounting Principles (GAAP).

(d) To verify compliance with this Section, Franchisor's right to inspect and audit Franchisee's financial books, invoices, point-of-sale data, corporate bank records, and state/federal tax returns shall survive the termination, expiration, or non-renewal of this Agreement for a period of three- years following the date on which the final accounts receivable are settled or written off. If an audit reveals an underpayment, Franchisee shall immediately remit the shortage plus interest at the maximum rate permitted by law, along with the cost of the audit.

17.2. Restrictive Covenants

17.2.1. Franchisee acknowledges that the restrictive covenants contained in this Section 17 and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

17.2.1.1. To protect the Trade Secrets, Goodwill, and Confidential Information of Franchisor;

17.2.1.2. To induce Franchisor to grant a Franchise to Franchisee;

17.2.1.3 To protect Franchisor's contractual relationships with other franchise; and

17.2.1.4. To protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Clinic Directors.

17.2.2. Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager, or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity:

17.2.2.1. **(a)** own an interest in, manage, or operate any Competitive Business in the former Protected Area, within twenty-five (25) miles from the perimeter of the former Protected Area, or within twenty-five (25) miles from the perimeter of any other OPCA business; or **(b)** perform Competitive Services in the former Protected Area, within twenty-five (25) miles from the perimeter of the former Protected Area, or within twenty-five (25) miles from the perimeter of any other OPCA business or protected area;

17.2.2.2. Solicit or otherwise attempt to induce or influence any customer or other business associate of Franchisor and or OPCA franchisees to terminate or modify the customer or business associate's business relationship with OPCA or to compete against Franchisor; or

17.2.3 In furtherance of this Section 17, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Attachment 2.

17.2.4 The two-year period shall be tolled during any event of non-compliance.

17.2.5 You acknowledge that Franchisee and Guarantors have sufficient experience and knowledge to obtain employment or otherwise financially support yourself without violating the covenants in Section 17.

17.3. Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section 17 is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17.1, or 17.2. Franchisee shall make such modifications or alterations to the Franchised Business Office (including changing telephone) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Franchised Business Office. Franchisee shall make such specific additional changes to the Franchised Business Office as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section 17, Franchisor has the right to enter upon the Franchised Business Office for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

17.4. Franchisor's Option to Purchase Certain Business Assets

Franchisor shall, within thirty (30) days following the expiration or termination of this Agreement for any reason (other than for renewal of the Franchise), have the option, at our sole judgment, to purchase all or any portion of the assets of the Franchised Business and any other materials, equipment or supplies bearing our Marks, and to have Franchisee assign and transfer the Business lease for the premises to Franchisor. Our purchase price for the portion of your inventory or supplies purchased directly from us or any of our affiliates shall be at your cost. Our purchase price for the remaining inventory, equipment, parts, fixtures and furnishings utilized by Franchisee in the operation of the Business shall be the fair wholesale market value thereof. In addition, Franchisor shall be permitted to deduct and withdraw from the purchase price to be paid to Franchisee for any such items, all sums due and owed to Franchisor. In determining the fair market value of such items, the parties shall exclude any factor or increment for goodwill or going-concern value. Except as provided below, the purchase price will be paid in cash at the closing of any such purchase which will occur no less than thirty (30) days from the date of exercise of the option. If the parties are unable to reach agreement as to the fair market value of the assets of the Business to be purchased by us, the parties hereby agree to appoint an independent appraiser to make such determination, whose determination will be binding upon the parties. The fees and expenses of such appraisal shall be paid in equal proportions by the parties. If you do not object to the proposed appraiser within twenty (20) days after our notice, such appraiser will be deemed approved by both parties.

17.5. Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

17.6 Enforcement of Covenants

Franchisee acknowledges and agrees that (i) this section is reasonable because it promotes and protects the subject matter of this Agreement and/or the underlying relationship and/or deters any potential conflict of interest; (ii) the time, territory, and scope of the covenants provide in this Section are reasonable and necessary for the protection of our legitimate business interests; (iii) Franchisee has received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship because Franchisee has sufficient professional skills; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section is judicially determined to be unenforceable by virtue of its scope or in terms of area, restricted activity or length of time, but may be made enforceable by reductions of any or all thereof, the same will be so modified and enforced to the fullest extent permissible. Franchisee agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section. Franchisee acknowledges that any breach or threatened breach of this Section will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee consents to the issuance of a temporary or permanent injunction prohibiting any conduct violating the terms of this Section. Such injunctive relief will be in addition to any other remedies or claims for damages that we may have.

17.7 Disputed Enforceability

The parties have attempted in the above Section to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the above provision is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify this Section to the extent it deems necessary to make supervision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision with Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE FRANCHISEE OF THE ABILITY TO EARN A LIVING.

17.8 Liquidated Damages

If, prior to the Expiration Date, Franchisee terminates this Agreement without good cause, or if Franchisor terminates this Agreement on account of Franchisee's material default hereof, the parties acknowledge and agree that Franchisor will suffer damages for the loss of the benefit bargained for in this Agreement and irreparable damage to the integrity of the franchise system.

Therefore, upon termination of this Agreement according to its terms and conditions resulting from a breach by Franchisee, Franchisee agrees to pay to Franchisor, as liquidated damages and not as a penalty, an amount equal to the product of Franchisee's "Average Fees" multiplied by the lesser of: (a) twenty-four (24) months; or (b) the number of full months remaining in the Term. For purposes of this calculation, "Average Fees" means total Royalty Fees and National Marketing Fee contributions for the twelve-month period immediately preceding termination, divided by twenty-four.

If the Franchised Business has been operating for less than twelve months at the time of termination, "Average Fees" means total Royalty Fees and National Marketing Fee contributions for the period of operation divided by the number of months in operation. Franchisee acknowledges and agrees that, in the event of Franchisee's violation of this Agreement by premature closure, abandonment, or termination due to violation of this Agreement, proof of actual damages would be difficult, and that the formula for calculating liquidated damages contained herein is a reasonable estimate of what actual damages would be. The foregoing formula does not result in a penalty but serves as a contractually agreed-upon valuation of the lost opportunity to the System. Franchisor has an expectation that Franchisee's clinic will be open and operating for the full Term of the Agreement. An early closure reduces Franchisor's revenue and damages our image in the public. Calculating the value and expense of this injury is difficult to determine and may be hard to calculate with specificity, but the parties acknowledge the injury. Therefore, the parties have elected to agree in advance to calculation of liquidated damages to compensate Franchisor for its damages and to provide certainty to Franchisee of the amounts due.

18. TRANSFERABILITY OF INTEREST

18.1. Transfer by Franchisor

Franchisor may sell, assign, or transfer its rights and obligations under this Agreement to any party, without Franchisee's approval or prior notice to Franchisee, provided that the buyer, assignee or transferee agrees in writing to assume all of Franchisor's obligations under this Agreement. Franchisor and its affiliates or indemnified parties will not be liable for obligations of the transferee arising after the date of transfer.

18.2. Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon

Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense, or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the assets of the Franchised Business or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.2.1. Franchisee has complied with the requirements set forth in Section 19;

18.2.2. All obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

18.2.3. Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

18.2.4. The prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

18.2.5. The transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the form of then-current franchise agreement then being offered to new franchisees, which may be substantially different from this Agreement, and may include a different Royalty Fee, Marketing Fee, and other material provisions; the initial term of the franchise agreement shall be the initial term provided for in the then-current franchise agreement, and all renewal terms shall be governed by the then-current franchise agreement, and the Protected Area shall be the same as the Protected Area granted pursuant to this Agreement;

18.2.6. The transferee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees, and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

18.2.7. Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.8. Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount stated in the Summary Page;

18.2.9. The transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.10. Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17;

18.2.11. The transferee agrees that its Clinic Director shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Business and pay the associated transfer training fee; and

18.2.12. In the event of a transfer among a single Franchisee entity or group of purchasers comprising a single Franchisee, Franchisor reserves the right for the continuing Franchisee or owners to sign a new Franchise Agreement.

18.3. Transfer to a Controlled Entity

18.3.1. If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1.1. The Controlled Entity is newly organized and its charter or articles of formation provides that its activities are confined exclusively to the operation of the Franchised Business;

18.3.1.2. Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3. All obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2.8;

18.3.1.4. The Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.1.5. All holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.1.6. Each share certificate (or other certificate reflecting an ownership interest) shall have conspicuously endorsed on it a statement, in a form satisfactory to Franchisor, that the certificate is held subject to the transfer restrictions contained in the Franchise Agreement; and

18.3.1.7. Copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

18.3.2. The term of the transferred franchise is ten (10) years, with an option for an additional 10-year term, subject to any and all conditions applicable to such renewal rights.

18.3.3. Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

18.4. Franchisor's Disclosure to Transferee

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended transferee identified by Franchisee.

18.5. For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

18.6. Transfer by Death or Incapacity

Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice of law provision being applicable only for this Section 18.6. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of a Clinic Director who otherwise meets Franchisor's management qualifications.

18.6.1 Temporary Management Assistance

Following the death or incapacity of an owner of the Franchised Business, Franchisor may assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third-party approved by the Franchisor, up to a maximum of four months (4) months. The Franchisor will also be entitled to reimbursement of any expenses that are not paid out of the operating cash flow of the Franchised Business, as stated in the Manual(s). If the appropriate representative elects to use this assistance, Franchisor will charge its then-current fee for such service; currently, such fee is $800 per day.

18.7 Renovations

If this Franchise Agreement is signed as part of the transfer of an existing franchise or renewal of an existing franchise, then the construction, modification, or an upgrade required under this Agreement shall be the renovation, upgrade, or modification of your Franchised Business in accordance with the provisions of the predecessor franchise agreement. If, in our sole discretion, we allow you to complete such upgrade after signing this Agreement, the upgrade must be completed in accordance with the provisions of this Agreement by such agreed upon date.

(a) Build-out. Franchisee will make no changes to any building, plan, design, layout or décor, or any equipment or signage in your Franchise business without Franchisor prior written consent, and such changes may not be contrary to Mandatory Specifications.

(b) Signs: Franchisee will prominently display, at Franchisee expense, both on the interior and exterior of your Franchised Business premises, signs in such form, color, number, location and size, and containing such Marks as Franchisor designates. Franchisor also may require you to use illuminated signs. Franchisee will obtain all permits and licenses required for such signs and will also be responsible for ensuring that all signs comply with laws and ordinances. Franchisee will not display in or upon your Franchised Business premises any sign or advertising of any kind to which Franchisor objects. Franchisor reserves the right to require Franchisee to update signage at any time at your expense

(c) Services: Franchisee will conform to all quality and customer services standards prescribed by Franchisor in writing.

19. RIGHT OF FIRST REFUSAL

19.1. Submission of Offer

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by Death or Incapacity pursuant to Section 18.6) the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or transfer to a family member. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

19.2. Franchisor's Right to Purchase

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

19.3. Non-Exercise of Right of First Refusal

If Franchisor does not exercise its right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

19.4. Sales or Transfers to Family Excepted

If Franchisee, or any of its owners, proposes to sell or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee's (or its owners') family, then the terms and conditions of this Section 19 shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section 18.2 prior to a sale or transfer to family pursuant to this Section 19.

20. BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Attachment 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee.

21. RELATIONSHIP AND INDEMNIFICATION

21.1. Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third-party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

21.2. Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

21.3. Indemnification

Franchisee shall hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon Franchisee's **(a)** ownership or operation of the Franchised Business; **(b)** violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; **(c)** breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); **(d)** defamation of Franchisor or the System; or **(e)** infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information. Franchisee's indemnification obligations shall not apply to the extent that the damages are caused by Franchisor's negligence or breach of this Agreement. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement.

21.4. Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section 21 causes any of Franchisee's insurers to refuse to pay a third-party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee. Franchise agrees to not be a party to class action suit against Orthotic & Prosthetic Clinics of America under any circumstances.

21.5. No Liability for Others' Products or Acts

We disclaim all express and implied warranties and all other liability concerning any defects, malfunctions, or other deficiencies in equipment or other products manufactured by anyone other than us or our affiliates, or such parties' acts or omissions. You agree not to make any claims against us or our affiliates with respect to products that we and our affiliates did not manufacture, even if we or our affiliates sold you the product or designated or approved its source. You are required to assert any claims only against the manufacturer of the product, even if you obtained it through us or our affiliate.

21.6. No Liability for Acts of the Other Party

We and you may not make any impress or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our relationship with you is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising from your operation of the business you conduct under this Agreement.

22. GENERAL CONDITIONS AND PROVISIONS

22.1. No Waiver

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

22.2. Injunctive Relief

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7, and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) from any court of competent jurisdiction or the American Arbitration Association ("**AAA**") against any such breach, whether actual or contemplated, without the necessity of posting security or bond and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same. Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to mediate and arbitrate all disputes in accordance with Sections 23.7. and 23.8. Franchisor's rights herein shall include pursuing injunctive relief in any court of competent jurisdiction.

22.3. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: **(a)** at the time delivered by hand to the recipient party (or to an officer, director, or partner of the recipient party); **(b)** on the next business day after transmission by e-mail or other reasonably reliable electronic communication system; **(c)** two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments, and reports required by this Agreement shall be sent to Franchisor at the following address:

Orthotic & Prosthetic Clinics of America
Attn: Edward Kaufman
629 Chapel Street
New Haven, Connecticut 06511

22.4. Cost of Enforcement or Defense

If either party is required to enforce this Agreement in a judicial proceeding, the substantially prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, travel costs, expert witness fees, filing fees, and other litigation costs.

22.5. Unlimited Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached as Attachment 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

22.6. Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor shall not unreasonably withhold its approval or consent. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

22.7. Entire Agreement

This Agreement, including its exhibits, constitutes the entire, complete, and fully integrated agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersedes all prior representations, promises, and agreements. No amendment, change or variance from this Agreement shall be binding on either party unless memorialized in a writing executed by both parties. Nothing in this or any related agreement, however, is intended to disclaim any representations we made in the franchise disclosure document that we furnished to you.

22.8. Severability

22.8.1. Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

22.8.2. Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.9. Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.10. Force Majeure

No Party shall be deemed in default of this Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure, which shall be defined as those significant events outside the party's control, including but not limited to Acts of God, fire, flood, or other natural forces, war, acts of terrorism, civil unrest, government actions or regulations, national pandemic, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement, as applicable, as soon as reasonably practicable; and (c) otherwise continue performing its obligations hereunder. In the event of any such delay, this Agreement shall be extended for a period equal to the time lost by reason of the delay, but not to exceed 12 months. If, however, either party is unable to perform its obligations under this Agreement for reasons excused by this provision for a period in excess of 12 consecutive months (or otherwise agreed to in writing by both parties), the parties may terminate this Agreement without penalty after thirty (30) days written notice to the other party. This clause shall not result in an extension of the term of this Agreement. This Force Majeure provision is not applicable to mediation, arbitration, or Franchisee's obligation to pay money.

22.11. Timing

Time is of the essence with respect to all provisions in this Agreement. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.12. Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

22.13. Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.14. Third-Party Beneficiaries

Anything to the contrary notwithstanding, 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 assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

22.16. The Exercise of Our Business Judgement

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the full right and privilege, as we deem best according to our business judgment, to vary Brand Standards or other aspects of the franchise system for any franchisee. You have no right to require us to grant you a similar variation or accommodation. We have the right to develop, operate, and change the franchise system in any manner this Agreement does not specifically prohibit. Whenever this Agreement reserves our right to take or withhold an action, or to grant or decline to grant you the right to take or omit an action, we may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to us and our judgment of what is best for us, OPCA franchisees generally, or the franchise system when we make our decision, whether or not we could have made other reasonable or even arguably preferable alternative decisions and whether or not our decision promotes our financial or other individual interest.

22.17. No Affiliate Liability

You acknowledge and agree that none of our past, present, or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, parents, affiliates, controlling parties, entities under common control, ownership, or management, vendors, service providers, agents, attorneys, or representatives will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of the relationship between you and us, or (iii) any claim against us based on any of our alleged unlawful acts or omissions.

23. DISPUTE RESOLUTION

23.1. Choice of Law

Except to the extent this Agreement or any particular dispute is governed by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of laws principles).

23.2. Consent to Jurisdiction

Any action brought by either party against the other, except those claims subject to being resolved by mediation, shall only be brought and maintained exclusively in the state courts situated in the judicial district in which Franchisor maintains its principal business address at the time the action is commenced, or in Plano, Texas. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Notwithstanding the foregoing, claims for injunctive relief may be brought by Franchisor where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

23.3. Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to 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 in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.4. Limitations of Claims

To the extent permitted by law, with respect to any claim which arises out of or relates to this agreement or the dealings of the parties ("Claim"), such Claim must be brought within two (2) years and one day after the cause of action accrues.

In addition, to the extent permitted by law, Franchisee agrees to bring no Claim until meeting personally with Franchisor's Chief Operating Officer in Seminole County, Florida to conduct settlement negotiations in person. Both parties agree to reasonably cooperate to schedule any requested settlement conference within thirty (30) days of request.

23.5. Limitation of Damages

Franchisee waives, to the extent permitted by law, any claim for consequential, punitive or exemplary damages against the Franchisor in any Claim. Further, in any Claim, Franchisee agrees, to the extent permitted by law, that its maximum damages recoverable by Franchisee for any claims whether arising under contract or tort law shall be limited to a refund of Franchisee's Franchise Fee and Royalty Fees paid to Franchisor within the past 18-month period.

23.6. Waiver of Jury Trial and Punitive Damages

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER. EACH PARTY ALSO WAIVES THE RIGHT TO SEEK OR RECOVER PUNITIVE DAMAGES IN ANY SUCH ACTION.

23.7. Mediation

23.7.1 The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, OPCA, you, and each Owner agree to submit to mediation any claim, controversy, or dispute between OPCA or its Affiliates (and OPCA and its Affiliate's respective owners, officers, directors, agents, representatives, and/or employees) and you or your Affiliates (and your Owners, agents, representatives, and/or employees) arising out of or related to **(a)** this Agreement or any other agreement between OPCA and you, **(b)** OPCA's relationship with you, or ***(c)*** the validity of this Agreement or any other agreement between OPCA and you, before bringing such claim, controversy, or dispute in a court or before any other tribunal. Any information disclosed by either party in mediation may only be used for those purposes and may not be used in any following litigation or arbitration. Mediation must be conducted in person, and no telephonic or electronic appearance by any of the parties or their counsel is permitted except for the purposes of scheduling mediation or discussing non-material mediation-related matters.

23.7.2 The mediation shall be conducted by a mediator agreed upon by OPCA and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association ("AAA") or any successor organization in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which OPCA maintains its principal business address at the time of mediation. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally.

23.7.3 If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 23.2. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

23.7.4 Notwithstanding the foregoing provisions of this Section 23.7, the parties' agreement to mediate shall not apply to controversies, disputes, or claims related to or based on amounts owed to OPCA pursuant to this Agreement, the Marks, Copyrighted Works, or OPCA's Confidential Information. Moreover, regardless of this mediation agreement, OPCA and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

23.7.5 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation.

23.8. Arbitration

23.8.1 If mediation is unsuccessful, and except as expressly set forth herein, all disputes, claims and controversies arising out of or relating to this Agreement or any other agreement between the parties hereto or a breach thereof shall be settled totally and finally by arbitration in city in which Franchisor maintains its principal place of business at the time the arbitration is initiated or such other location as the parties prescribe in accordance with this Agreement and the Commercial Arbitration Rules of the AAA (the "Rules"). Except as expressly set forth herein, arbitration shall be the exclusive method available for resolution of such claims and disputes. Notwithstanding the foregoing provisions of this Section 23.8.1, the parties' agreement to arbitrate shall not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, the Marks, Copyrighted Works, or Franchisor's Confidential Information. Any information disclosed by either party in mediation or pre-arbitration settlement discussions may only be used for those purposes and may not be presented as evidence in arbitration. Parties and their counsel must be present in-person for the final hearing, and any telephonic or electronic appearances are reserved for pre-hearing matters and remote non-party witnesses only. The Franchisee acknowledges and expressly agrees that the Franchisor requires strict compliance with all terms and provisions of this Section 23.8.

23.8.2 Such arbitration shall be conducted before a single arbitrator selected by the mutual agreement of the parties. If the parties cannot agree upon a single arbitrator within thirty (30) days after written demand for arbitration, the arbitrator will be selected pursuant to the Rules. All arbitrators shall be knowledgeable and have experience in the franchise industry and be selected from the panel which the AAA provides. Each party to the arbitration shall be responsible for their own cost and expenses of arbitration, including legal and filing fees. In the arbitration, any and all pretrial discovery methods, including, but not limited to, the taking of depositions of witnesses, written interrogatories, request for production, inspection and copying and documents shall be available to the parties subject to the reasonable limitations set forth by the arbitrator. The presentations of the parties and the arbitration proceedings shall be commenced and completed within sixty (60) days after selection of the arbitrator and the arbitrator shall render its decision in writing within thirty (30) days after completion of such presentations. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. At the request of any party, the arbitrator shall make and provide to the parties, written findings of facts and conclusions of law. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

23.8.3 Furthermore, notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use, or registration of any Mark, copyright or proprietary or Confidential Information of Franchisor, without Franchisor's prior written consent. Franchisor may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to obtaining monetary damages, Franchisor may obtain injunctive relief against misuse of its Marks, copyrights, or Confidential Information.

23.8.4 Notwithstanding the foregoing, nothing contained herein shall be construed to limit or prevent Franchisor from terminating this Agreement or applying to and obtaining from any court, having jurisdiction a writ of attachment, a temporary injunction, a preliminary injunction or any other injunctive or emergency relief available to safeguard and protect Franchisor's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

23.8.5 Nothing contained herein shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend or modify, add to or subtract from any provisions of this Agreement.

23.8.6 Arbitration will be conducted on an individual, and not a class-wide basis, and the arbitration may not be joined or consolidated with any other proceeding.

23.8.7 For avoidance of doubt, this provision specifically requires both parties to arbitrate our disputes through the American Arbitration Association ("AAA"). The arbitration process allows the disputes to be heard and decided by one arbitrator, selected using the AAA's standard selection process, apply the law to the facts and evidence presented and where we will not use the local court system or its judges. By signing this franchise agreement, you are consenting to resolve disputes through arbitration administered by the AAA, using the current AAA commercial rules.

23.8.8 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for depositions or evidentiary hearings.

23.9. CLASS ACTION WAIVER

EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES THE RIGHT TO LITIGATE ON A CLASS ACTION BASIS, IN ANY CLAIM, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PARTY.

24. ACKNOWLEDGMENTS

24.1. Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges that it has received, read and understands this Agreement; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen (14) calendar-days prior to the date on which this Agreement was executed, the franchise disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

24.2 Disavowal of Oral Representations

You and we must acknowledge that we want all terms of our business relationship to be defined in this written agreement and that neither of us want to enter into a business relationship with the other which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between us. We each agree that we placed and will place no reliance on any such discussions. You agree that no representations have been made to you concerning this Agreement or the Franchised Business other than contained in this agreement and in the Franchise Disclosure Document you received before you signed this Agreement (the "FDD"). You agree that no claims, representations, warranties, guarantees express or implied regarding actual or potential earnings sales profits or success of your Franchised Business have been made to you other than as forth in item 19 of the FDD.

24.3. Other Franchisees / Variance

Franchisee acknowledge that other franchisees have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement. Franchisee also acknowledge that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations we grant to other of our franchised business (whether franchised, or centers that the Franchisor or its affiliates operate), and will not be entitled to require Franchisor to grant similar variations or privileges to the Franchisee.

24.4. Consultation by Franchisee

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

24.5. True and Accurate Information

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

24.6. Risk

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in an OPCA Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.7. No Guarantee of Success

Franchisee represents and acknowledges that it has not received any representation, promise, or guarantee, express or implied, made by Franchisor or any authorized representative of Franchisor, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that no representations have been made by Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the franchise disclosure document delivered to Franchisee in connection with the grant of the franchise memorialized by this Agreement.

24.8. No Violation of Other Agreements

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

24.9 Franchisee's Acknowledgement

Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information, and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets, and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section. Franchisee acknowledges that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee.

Franchisee acknowledges that a breach of the covenants contained in this Section will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement as of the Effective Date.

FRANCHISOR:
ORTHOTIC & PROSTHETIC CLINICS OF AMERICA, INC

By: ____________________________________
Edward Kaufman, Chief Executive Officer

FRANCHISEE:

By: ____________________________________
Name/Title

ATTACHMENT 1 TO THE FRANCHISE AGREEMENT
KEY TERMS

1. Section 2.4 Franchisee's authorized non-exclusive Protected Area is described as follows:

If the protected area is not identified in Section 1 in conjunction with this Attachment 1 to the Franchise Agreement, the Protected Area shall consist of the lesser of a 15-mile radius surrounding the physical Location of the Clinic with the front door of the Location serving as the center point or a population density consisting of approximately 250,000.

2. Section 5.1. Site Selection Area is defined as:

(excluding "Reserved Areas" within the Development Area).

3. Section 2.2.2. As approved by the Franchisor, the Location of the Franchised Business Office is: ______________.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Key Terms Attachment 1 with an effective date of _____________________.

FRANCHISOR: **ORTHOTIC & PROSTHETIC CLINICS OF AMERICA, INC**	**FRANCHISEE:**
By: _____________________________________ Edward Kaufman, Chief Executive Officer	By: _____________________________________ Name/Title

ATTACHMENT 2 TO THE FRANCHISE AGREEMENT
NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This "Agreement" made as of the ____ day of _____________, 20___, is by and between ____, ("Franchisee") (d/b/a as an OPCA Franchise) and ____ ("Individual").

W I T N E S E T H:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____________, 20__ ("Franchise Agreement") by and between Franchisee and the Orthotic & Prosthetic Clinics of America Inc ("Company"); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) orthotic, prosthetic, and pedorthic products and services and other services the same as or similar to those provided by Franchisee or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in OPCA Businesses that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "Confidential Information" means technical and non-technical information used in or related to OPCA Businesses that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Confidential Operations Manual and training guides and materials. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as “Trade Secrets” or “Confidential Information” shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of their obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee’s providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) Individual’s obligations under Section 2(a) of this Agreement shall continue in effect after termination of Individual’s relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual’s obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a OPCA Business.

3. Non-Competition

a) During the term of Individual’s relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual’s relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, divert or attempt to divert any business or customer of Franchisee 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 Company’s service mark ”ORTHOTIC & PROSTHETIC CLINICS OF AMERICA” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with OPCA Businesses or the Company’s uniform standards, methods, procedures and specifications for the establishment and operation of OPCA Businesses.

b) During the term of Individual’s relationship with Franchisee, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within the United States without the express written consent of Franchisor.

c) Except as otherwise approved in writing by Franchisor, Individual shall not, for a period of two (2) years after the termination of the Individual’s relationship with Franchisor, either directly or indirectly, own an interest in, manage, or operate any Competitive Business in the Franchisee’s Protected Area(as defined in the Franchisee’s Franchise Agreement), or within twenty-five (25) miles from the perimeter of the Franchisee’s Protected Area that Individual was previously affiliated with.

d) During the term of Individual’s relationship with Franchisee and for a period of two (2) years thereafter, regardless of the cause of termination, Individual shall not, directly or indirectly, solicit or otherwise attempt to induce or influence any customer or other business associate of Franchisee, Company or any other OPCA Business to compete against, or terminate or modify their business relationship with, Franchisee, Company or any other OPCA Business.

4. Reasonableness of Restrictions

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Collin County, Texas. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorney's fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

f) The failure of either party to insist upon performance in any one or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The Section headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT THEY HAVE READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD-PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one original being delivered to each party as of the day and year first above written.

INDIVIDUAL:	**FRANCHISEE:**
By: _______________________	By: _____________________________
Name, Individually	Name/Title

ATTACHMENT 3 TO THE FRANCHISE AGREEMENT
UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of ___________, 20_____, by ____ (whether one or more individually and collectively "Guarantor").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated ______________________ ("Agreement") by Orthotic & Prosthetic Clinics of America Inc ("Franchisor"), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that __________________ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 6, 7 and 17 of the Agreement. Each of the undersigned waives: **(a)** acceptance and notice of acceptance by Franchisor of the foregoing undertakings; **(b)** notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; **(c)** protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; **(d)** any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and **(e)** any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: **(a)** its direct and immediate liability under this Guaranty shall be joint and several; **(b)** it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; **(c)** such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person or entity; and **(d)** such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

This Guaranty represents the entire agreement and understanding of these parties concerning the subject matter hereof, and supersedes all other prior agreements, understandings, negotiations and discussions, representations, warranties, commitments, proposals, offers and contracts concerning the subject matter hereof, whether oral or written.

Successors and Assigns; Death of Guarantor. This Guaranty shall be binding upon Guarantor and their heirs, executors, administrators, successors and assigns and shall inure to the benefit of Franchisor and its successors, endorsees, transferees and assigns. Without limiting any other provision hereof, Guarantor expressly agrees that Guarantor's death shall not serve as a revocation of or otherwise affect the guaranty made hereunder and that Guarantor's estate and heirs shall continue to be liable hereunder with respect to any Guaranteed Obligations created or arising after Guarantor's death.

The validity, interpretation and enforcement of this Guaranty and any dispute arising out of the relationship between Guarantor and Franchisor, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida (without giving effect to principles of conflicts of law).

Guarantor hereby irrevocably consents and submits to the non-exclusive jurisdiction of the Courts of the State of Florida and the United States District Court located in or serving Collin County, Texas and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Guaranty or any of the other Franchising Agreements or in any way connected with or related or incidental to the dealings of Guarantor and Franchisor in respect of this Guaranty or any of the other Franchising Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute arising out of the relationship between Guarantor or Franchisee and Franchisor or the conduct of any such persons in connection with this Guaranty, the other Franchising Agreements or otherwise shall be heard only in the courts described above (except that Franchisor shall have the right to bring any action or proceeding against Guarantor or their property in the courts of any other jurisdiction which Franchisor deems necessary or appropriate in order to realize on any collateral at any time granted by Franchisee or Guarantor to Franchisor or to otherwise enforce its rights against Guarantor or their property).

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

GUARANTOR

__________________________ PERCENTAGE OF OWNERSHIP IN FRANCHISEE: ___%
Name, Individually

ADDRESS:
TELEPHONE NO.:

__________________________ PERCENTAGE OF OWNERSHIP IN FRANCHISEE: ___%
Name, Individually

ADDRESS:
TELEPHONE NO.:

ATTACHMENT 4 TO THE FRANCHISE AGREEMENT
HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; GOVERNING PERSONS

If the Franchisee operates the business other than as a sole proprietorship, please complete the following:

(a) Franchisee is a [TYPE OF ENTITY], formed under the laws of the state of [STATE] on [DATE OF FORMATION].

(b) The following individuals or entities hold a legal or beneficial interest in the Franchisee:

Name	Home Address	Telephone Number	Email Address	% of Ownership

(c) The following individuals are the Franchisee's governing persons:

Name	Home Address	Telephone Number	Email Address	Title

FRANCHISOR:
ORTHOTIC & PROSTHETIC CLINICS OF AMERICA, INC

By: ______________________________________
Edward Kaufman, Chief Executive Officer

FRANCHISEE:

By: ______________________________________
Name/Title

ATTACHMENT 5 TO THE FRANCHISE AGREEMENT
ELECTRONIC FUNDS TRANSFER

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO ORTHOTIC & PROSTHETIC CLINICS OF AMERICA, INC ("PAYEE")

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

a) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.

b) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

c) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository (Bank Name): _________________ Bank Account Name: _______________

Bank Acct #: ______________________ Routing #: _______________________________

(Please attach one voided check for the above account)

Franchise Location Name: _______________________________

By: ____

Title of Authorized Representative (Depositor): _________________________________

Date: ____________________________

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA, INC
ATTACHMENT 6 TO THE FRANCHISE AGREEMENT
STATE AMENDMENTS

AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF INDIANA

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "**Amendment**") effective ____________________ between Orthotic & Prosthetic Clinics of America, Inc, ("**OPCA**" or "**Franchisor**") and ______________________________________ ("**Franchisee**") is entered into simultaneously with the execution of the Franchise Agreement.

1. Renewal. Section 4.2 of the Franchise Agreement is amended by the addition of the following language:

> Provided that you cannot be required to prospectively asset to a release, assignment, novation, waiver or estoppel which purports to relieve Franchisor from liability under Indiana Code 23-2-2.7.

2. Authorized Products, Services and Suppliers. Section 13.1 of the Franchise Agreement is amended by the addition of the following language:

> Notwithstanding anything to the contrary contained in this Agreement, Franchisor shall not require that you purchase any goods, supplies, inventories, or services exclusively from us or sources we designate where such goods, supplies, inventories, or services of comparable quality are available sources other than those we designate, provided that our publication of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by us does not constitute designation of a source nor does our reasonable right to disapprove a supplier constitute a designation, and further provided that the above restriction on designation of sources does not apply to the principal goods, supplies, inventories, or services manufactured by or for us or trademarked by us.

3. Transfer by Franchisee to a Third Party. Section 18.2 of the Franchise Agreement is amended by the addition of the following language:

> Provided that you cannot be required to prospectively asset to a release, assignment, novation, waiver or estoppel which purports to relieve Franchisor from liability under Indiana Code 23-2-2.7.

4. Dispute Resolution. Article 23 of the Franchise Agreement is amended by the addition of the following language:

> Notwithstanding anything to the contrary in this Article 23, if this Article 23 requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation pursuant to IC 23-2-2.7-1(1). Notwithstanding anything to the contrary contained in this Article 23, the choice of law for any cause of action brought under this Agreement will be subject to any superseding provisions contained in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7. You will be permitted to bring actions arising under IC 23-2-2.5 at any time within three years from the date of violation pursuant to IC 23-2-2.7-1(10). You cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights with regard to this Agreement is prohibited under IC 23-2-2.7-1(5).

5. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the Indiana Franchise Practices Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement simultaneously with the execution of the Franchise Agreement.

FRANCHISOR: **ORTHOTIC & PROSTHETIC CLINICS OF AMERICA, INC**	**FRANCHISEE:**
By: ______________________________ Edward Kaufman, Chief Executive Officer	By: ______________________________ Name/Title

EXHIBIT D
DEVELOPMENT AGREEMENT

TO THE FRANCHISE DISCLOSURE DOCUMENT
ORTHOTIC & PROSTHETIC CLINICS OF AMERICA

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC
DEVELOPMENT AGREEMENT

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC
DEVELOPMENT AGREEMENT
SUMMARY PAGES

EFFECTIVE DATE: ___________________________________

DEVELOPER: ___________________________________

ADDRESS FOR NOTICES: ___________________________________

TELEPHONE NUMBER: ___________________________________

E-MAIL ADDRESS: ____________________________________

DEVELOPMENT AREA: ____________________________________

NUMBER OF CLINICS TO BE DEVELOPED: _________

INITIAL FRANCHISE FEE FOR THE FIRST CLINIC TO BE DEVELOPED: $90,000

DEVELOPMENT FEE: $________

EXTENSION FEE $3,000 per Clinic

TRANSFER FEE: $1,500 payable if you are an individual transferring to a business entity for convenience of operation (Section 8.2).

$2,500 payable if your Owners are transferring among themselves a minority ownership interest to one or more third parties (Section 8.3)

$25,000 plus related expenses for transfer of business or controlling interest (Section 8.4)

FRANCHISOR: Orthotic & Prosthetic Clinics of America Inc
629 Chapel Street
New Haven, CT 06501
Attn: CEO

DEVELOPMENT SCHEDULE:

Minimum Number of Clinics to be Developed	Initial Franchise Fee for Each Clinic Developed	Amount Due at Signing of the Development Agreement	Amount Due upon Signing of the Unit Franchise Agreement
1	$60,000	$60,000	$0
2	$60,000	$30,000	$30,000
TOTAL		$90,000	$30,000

_______________ Franchisor Initial

_______________ Developer Initial

DEVELOPMENT AGREEMENT
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ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the Effective Date reflected in the Summary Pages ("Effective Date"), by and between Orthotic & Prosthetic Clinics of America Inc, a Connecticut corporation ("we", "us", "OPCA", "Franchisor") and the Developer identified in the Summary Pages ("you").

A. Franchisor has acquired the license to use and to sublicense the use of a distinctive business format and system relating to the establishment and operation of a franchised business, (hereinafter "Franchised Business" or "OPCA") providing high quality, orthotic, prosthetic and pedorthic products under the name OPCA ("System"); and

B. the distinguishing characteristics of the System include, without limitation, the trade names, know-how, trademarks, trade dress, and service marks and associated logos and symbols, and such other marks as Franchisor may develop from time to time hereafter and designate for use in connection with the System (the "Marks"); the trade dress of the Business; signage, decorations, equipment, furnishings and materials, as necessary; the Confidential Operations Manual; uniform operating methods, procedures and techniques; methods and techniques for inventory and cost controls, record keeping, reporting, personnel management, and purchasing (all of which may be improved and further developed by Franchisor from time to time); all such Marks and other distinguishing characteristics being owned by Franchisor and continuing to be developed (collectively, "Standards").

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "ORTHOTIC & PROSTHETIC CLINICS OF AMERICA" and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the System ("Marks").

D. You desire the right to develop multiple clinics under the System and Marks (collectively "Clinics" or individually "Clinic") and Franchisor desires to grant you such rights, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT

1.1 Grant of Clinic Development Rights

1.1.1 Franchisor hereby grants to you, and you hereby accept, the right and obligation, to develop the number of Clinics in the Development Area (identified in the Summary Pages) within the timeframe set forth in the Development Schedule (identified in Attachment B). Each Clinic to be developed shall be developed and operated pursuant to a separate franchise agreement to be entered into between you and Franchisor in accordance with Section 4.1**.**

1.1.2 This Agreement grants you no right or license to use any of the Marks; your right to operate a Clinic and license to use the Marks derives solely from the Franchise Agreements that you will enter into under this Agreement.

1.1.3. The development rights granted under this Agreement belong solely to you: you may not share them, divide them, subfranchise or sublicense them, or transfer them, except in accordance with the transfer provisions of this Agreement.

1.2. Development Area Protection

1.2.1. During the term of this Agreement, and provided Developer is in full compliance with the

Development Schedule and all other terms herein, Franchisor shall not operate, nor license any third party to operate, an OPCA Clinic physically located within the Development Area, subject to the "Reserved Rights" set forth in Section 1.2.2.

1.2.2. Franchisor (and its affiliates) expressly reserves all rights not specifically granted to Developer, which may be exercised without any compensation or credit to Developer and all other rights in and to use the Marks including the right to:

(a) own and operate and to grant others the right to own and operate OPCA Clinics outside the Development Area, regardless of their proximity to the Development Area or any potential impact on Developer's sales; (b) OPCA Clinics and license the use of the Marks and System in non-traditional locations" within and outside the Development Area; (c) distribute products and services identified by the Marks or otherwise, including but not limited to pre-packaged product, through alternative channels of distribution including mail order, wholesale clubs, catalog sales, and/or e-commerce and the Internet; and (d) joint marketing with a partner company within your Development Area.

1.2.3 Nothing in this Agreement prohibits or restricts Franchisor from (a) owning, acquiring, establishing, operating, or granting franchise rights for one or more other businesses under a different trademark or service mark (i.e., a mark other than ORTHOTIC & PROSTHETIC CLINICS OF AMERICA), whether or not the business is the same as or competitive with ORTHOTIC & PROSTHETIC CLINICS OF AMERICA Clinics; or (b) owning, operating, or franchising one or more businesses offering products or services other than high quality, orthotic, prosthetic and pedorthic products under the name ORTHOTIC & PROSTHETIC CLINICS OF AMERICA or some derivative of the Marks.

2. TERM OF DEVELOPMENT AGREEMENT

2.1 Term

Unless sooner terminated, the term ("Term") of this Agreement begins on the Effective Date and, unless otherwise negotiated, terminated or extended as provided in this Agreement, expires on the earlier of: (a) the date on which you have completed your development obligations under this Agreement, or (b) 12:00 midnight CST on the last day of the last Development Period identified in Attachment B.

2.2 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, all territorial protection afforded under this Agreement ends, and you have no further right to develop any OPCA Clinics for which a Franchise Agreement has not been signed. Termination or expiration of this Agreement does not affect any rights or obligations under any then-existing Franchise Agreement.

3. FEES

3.1 Development Fee

Upon execution of this Agreement, you shall pay to Franchisor a development fee in the total amount set forth in the Summary Pages ("Development Fee"). When each Franchise Agreement is signed, Franchisor will credit the applicable initial franchise fee due on your behalf. The Development Fee is fully earned by Franchisor when paid and is not refundable, in whole or in part, under any circumstances.

3.2. Initial Franchise Fee

For each Franchise Agreement signed under this Agreement, you shall pay to Franchisor an initial franchise fee in the amount set forth in the Summary Pages, notwithstanding any contrary provision of the Franchise Agreement.

4. DEVELOPMENT SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

4.1. Separate Franchise Agreements

The Franchise Agreement for the first Clinic to be developed under this Agreement is the form attached as Attachment E. The Franchise Agreement for the second and each additional Clinic to be developed is the form of Franchisor's then-current Franchise Agreement, the terms of which may be materially different from the terms of Attachment E. Developer acknowledges and agrees that the terms, conditions, and financial obligations of the then-current Franchise Agreement may be materially different from those set forth in Attachment E including but not limited to increased fees, operational shifts, modified system standards and technology requirements, supply chain mandates, and different or more restrictive territorial protections. The execution of the then-current Franchise Agreement is a condition precedent to the grant of any additional franchise rights. Unless otherwise agreed by the parties in writing, the Franchisor shall have no obligation to modify or "grandfather" any terms from Attachment E into subsequent agreements, and Developer's failure or refusal to execute the then-current form of Franchise Agreement shall constitute a material default under this Development Agreement.

4.2. Development Schedule

Recognizing that time is of the essence, you agree to satisfy the Development Schedule set forth in Attachment B. Developer's strict adherence to the Development Schedule is a material inducement for Franchisor to enter into this Agreement. Developer's failure to have any Clinic open and operating for business by the specific date set forth in the Development Schedule shall constitute an immediate and material event of default under Section 9.2 of this Agreement. Notwithstanding any other provision of this Agreement, Developer expressly waives any right to a notice of default or a period in which to cure a failure to meet the Development Schedule. Franchisor shall have the immediate right, in its sole and absolute discretion, to: (a) Terminate this Agreement and all further development rights; (b) Accelerate the Development Schedule for any remaining Clinics; or (c) Retain all development fees previously paid by Developer as liquidated damages and not as a penalty.

4.3 Manner for Exercising Development Rights

4.3.1. Developer's right to develop each Clinic is a contingent privilege, not a right. Prior to exercising any development right, Developer must apply to operate a Clinic. If Franchisor, in its sole discretion, determines that you have met each of the following operational, financial, and legal conditions, then Franchisor will grant you a franchise for each respective Clinic:

(a) *Operational Conditions*. In order to continue to develop in the OPCA System, for each clinic developed, you must maintain the following guidelines: (i) Compliance with the Development Schedule and this Agreement, and you or your Affiliates are in compliance with any other agreement between them and Franchisor or its Affiliates; (ii) you are conducting the operation of your existing Clinics, if any, in accordance with local/state/federal laws where you clinic is located, and are capable of conducting the operation of the proposed Clinic in accordance with the terms and conditions of this Agreement, the respective Franchise Agreements, and the standards, specifications, and procedures set forth and described in the Manuals (defined in the then-current Franchise Agreement); (iii) you remain in good standing before and after the development of each clinic. "Good Standing" meaning it is not currently in default, nor has it received more than two (2) notices of default (whether cured or not) during the twenty-four (24) months preceding the application.

(b) *Financial Conditions*. You and your Owners satisfy Franchisor's then-current financial criteria for developers and Owners of OPCA Clinics. You and your Owners have been and are faithfully performing all terms and conditions under each of the existing Franchise Agreements with Franchisor.

Developer, its Owners, and Affiliates must be current on all monetary obligations. Any late payment (regardless of whether it was subsequently cured) to Franchisor or its Affiliates within the twelve (12) months preceding the application shall be grounds for denial. You acknowledge and agree that it is vital to Franchisor's interest that each of its franchisees must be financially sound to avoid failure of a Clinic and that such failure would adversely affect the reputation and good name of OPCA and the System.

(c) *Legal Conditions*. You have submitted to Franchisor, in a timely manner, all information and documents requested by Franchisor as a basis for the issuance of individual franchises or pursuant to any right granted to you by this Agreement or by any Franchise Agreement. As a condition of the grant, Franchisor may require Developer and its Owners to execute a general release of any and all claims against Franchisor and its Affiliates.

4.4. Development Schedule

Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4.3. and the Development Schedule reflected in Attachment B. Developer shall not open or operate more than the cumulative total number of Clinics authorized by the Development Schedule without Franchisor's prior written consent, which may be withheld in its sole and absolute discretion. If Franchisor permits Developer to open a Clinic in excess of the minimum required for a specific Development Period, such Clinic shall be credited toward the Developer's obligation for the immediately succeeding Development Period only, provided Developer remains in Good Standing. To ensure the operational integrity of the System, Developer may not begin construction on, or open, a second or subsequent Clinic until the immediately preceding Clinic has been open and operating in full compliance with System Standards for a minimum of ninety (90) consecutive days. Franchisor reserves the right, in its sole discretion, to extend this ninety (90) day "stabilization period" if Franchisor determines that the Developer's existing operations do not meet the required benchmarks for quality, service, or cleanliness. The opening of a Clinic ahead of schedule does not grant Developer any "vested right" to further acceleration or any waiver of the conditions set forth in Section 4.3 for future locations.

4.4.1. *Replacement Clinic*. If during the term of this Agreement, you cease to operate any Clinic developed under this Agreement for any reason, you shall develop a replacement Clinic. The replacement Clinic shall be developed and operating within a reasonable time (not to exceed one hundred twenty (120) days) after you cease to operate the original Clinic. If Developer transfers a Clinic to a third party, that Clinic shall only count toward the Development Schedule so long as it remains open and operating as a OPCA Clinic. If the transferred Clinic closes for any reason during the Term of this Development Agreement, Developer, not the new owner remains personally and primarily responsible for developing a replacement Clinic within ninety (90) days of such closure. If the transferred Clinic ceases to be operated as a OPCA Clinic during the term of this Agreement, you shall develop a replacement Clinic within a reasonable time (not to exceed one hundred twenty (120) days) thereafter.

4.4.2. Your failure to adhere to the Development Schedule (including any extensions thereof, where such extensions have been approved by Franchisor in writing) or to any time period for the development of replacement Clinic is a material breach of this Agreement entitling Franchisor to all remedies under Section 9.2, including termination of all remaining development rights.

4.4.3. You acknowledge and agree that you have conducted an independent investigation of the business contemplated under this Agreement, that you fully understand your obligations under this Agreement, and that you recognize and assume all associated risks. In addition, you acknowledge that Franchisor makes no representation or warranty: (a) that your Development Area contains a sufficient number of acceptable locations to meet the number of Clinics to be developed under the Development Schedule. The burden of identifying, securing, and developing sufficient sites rests solely on the Developer; nor (b) that your Development Area is sufficient to economically support the number of Clinics to be developed under the Development Schedule. Developer assumes all market saturation and market cannibalization risks. You acknowledge that you have performed all related and necessary due diligence before your execution of this Agreement and that, accordingly, you assume the risk of identifying a sufficient number of acceptable locations within the Development Area and the economic risk of developing the number of Clinics set forth in Attachment B. Success in the first Clinic does not guarantee success in subsequent units, and Developer assumes the full financial risk of the entire development build-out.

4.5. Projected Opening Dates

You acknowledge that the Projected Opening Date for each Clinic to be developed hereunder is reasonable. Subject to your compliance with Section 4.3, hereof, you shall execute a Franchise Agreement for each Clinic at or prior to the applicable execution date set forth in the Attachment B, which shall be a date no later than 12 months prior to the Projected Opening Date for the applicable Clinic.

4.5.1. No later than thirteen (13) months prior to expiration of a Development Period expiration date, you shall request to sign a Franchise Agreement for each Clinic to be developed during the Development Period.

4.5.2. Upon receiving your request, Franchisor shall deliver to you its then-current form of Franchise Disclosure Document and execution copies of its then-current form of Franchise Agreement.

4.5.3. Developer must execute and return the Franchise Agreement, along with the full Initial Franchise Fee (less any applicable Development Fee credit), by the earlier of: (a) The Franchise Agreement Execution Date specified in Attachment B (which shall be at least six (6) months prior to the Projected Opening Date); or (b) Thirty (30) days prior to the commencement of construction or the beginning of initial training for that Clinic

4.5.4 Franchisor shall have no obligation to approve a site or countersign any Franchise Agreement unless and until conditions set forth in Section 4.3 and each of the following conditions is satisfied to Franchisor's satisfaction:

(a) You are in compliance with this Agreement and all other agreements between you or your Affiliates and Franchisor including, without limitation, all Franchise Agreements signed under this Agreement. If this condition is not met, Franchisor may require you to cure any deficiencies before it approves and countersigns the Franchise Agreement.

(b) You have demonstrated to Franchisor, in Franchisor's sole discretion, your financial capacity and other capacity to perform the obligations set forth in the proposed new Franchise Agreement.

(c) You, your Owners, each of your Affiliates, and their Owners who have a then-currently effective Franchise Agreement or Development Agreement with Franchisor has signed a general release, in a form prescribed by Franchisor, of any and all claims that the party has, had, or claims to have against Franchisor and/or its Affiliates and their respective officers, directors, agents and employees, whether the claims are known or unknown, arising out of or relating to this Agreement, any Franchise Agreement, the relationship created by this Agreement or any Franchise Agreement, and the offer and sale of the OPCA franchise opportunity. If a total general release is restricted by applicable law, Developer shall execute the broadest release permitted by such law.

(d) There are no pending or threatened administrative, legal, or Notice of Violation proceedings against any other business owned or operated by Developer or its Affiliates that could, in Franchisor's opinion, disparage the Marks or the System.

4.6. Extension of Development Period

Provided Developer is in Good Standing and has demonstrated, to Franchisor's satisfaction, that it has made diligent, good-faith efforts to meet the Development Schedule, Developer may submit a written request for a one-time, 120-day extension to any Development Period, by delivery to Franchisor written notice of the desired extension with payment of a $3,000 extension fee. Upon delivery of notice and full payment, the current Development Period will be extended for 120 days, and the Development Schedule shall be adjusted appropriately. No more than two extensions may be obtained during the Term of this Agreement. Any granted extension shall apply only to the specific milestone requested and shall not automatically extend any subsequent milestone. If an extension is granted and Developer fails to open the Clinic by the extended date, such failure shall constitute an immediate, non-curable default. The Extension fee is fully earned and non-refundable under any circumstances.

5. DEVELOPER'S OBLIGATIONS

5.1. Satisfaction of Development Schedule

You shall execute a Franchise Agreement for each Clinic contemplated under this Agreement in accordance with Section 4.1. and the Development Schedule and shall establish and operate each Clinic in accordance with the terms and conditions of this Agreement and the respective Franchise Agreement.

5.2. Compliance with Laws

You shall fully comply with all federal, state, and local laws, rules, and regulations when exercising your rights and fulfilling your obligations under this Agreement.

5.3. Developer May Not Exceed the Development Obligation

Unless Franchisor otherwise authorizes in writing, you may not construct, equip, open, and operate more than the total number of OPCA Clinics reflected on the Development Schedule.

6. CONFIDENTIALITY

6.1 Nondisclosure of Confidential Information

You shall maintain the confidentiality of all Confidential Information. You shall use Confidential Information only in connection with the development and operation of the Clinics, and you shall divulge Confidential Information only to your employees, and only on a need-to-know basis in as much as such information is required to perform their duties. As a condition of access, Developer shall: (a) inform all such employees of the confidential nature of the information; (b) require all managers and key employees to execute a Nondisclosure and Non-Competition Agreement in a form approved by Franchisor; and (c) be primarily and strictly liable for any breach of confidentiality by its employees, agents, contractors, or Affiliates. This obligation shall survive expiration, transfer, or termination of this Agreement for the maximum period allowed by law. Developer acknowledges that any breach of this Section will cause irreparable harm to Franchisor for which monetary damages are inadequate, and Franchisor shall be entitled to seek an immediate ex parte injunction and/or temporary restraining order against Developer without the necessity of posting a bond

7. INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

7.1 Independent Contractor

The parties acknowledge and agree that you are operating the business contemplated under this Agreement as an independent contractor. Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party has any fiduciary obligations to the other or will be liable for the debts or obligations of the other. Neither party has the right to bind the other, transact business in the other party's name or in any manner make any promises or representations on behalf of the other party, unless otherwise agreed in writing by the parties. Further, you shall conspicuously identify yourself and the business contemplated under this Agreement in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of Franchisor, and shall place a conspicuous notice, in the form and at such place as Franchisor prescribes, notifying the public of such independent ownership.

7.2. Insurance Obligations

7.2.1. You shall maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies protecting you, Franchisor and its Affiliates, and its parent company and its Affiliates, and their respective partners, shareholders, members, directors, regional directors, managers, agents, employees, successors and assigns ("Franchisor Insureds"), against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring upon or in connection with the operation of the business contemplated under this Agreement.

7.2.2. Such policy or policies shall: (a) be written by insurer(s) licensed and admitted to write coverage in the state in which the Franchised Business (as defined in the Franchise Agreement) is located and with a rating of "A" or better as set forth in the most recent edition of Best's Key Rating Guide; (b) name Franchisor and Franchisor Insureds on a primary non-contributory basis; (c) the additional insured coverage must be provided on an Additional Insured Grantor of Franchise Endorsement per form CG2029 (or an endorsement form with comparable wording acceptable to Franchisor); and (d) comply with Franchisor's written requirements at the time such policies are obtained, and provide at least the types and minimum amounts of coverage that Franchisor requires from time to time. Franchisor may unilaterally modify these insurance requirements, which modifications may include increasing minimum policy limits, by delivering to you written notice of the change.

7.2.3. In connection with any and all insurance that you are required to maintain under this Section 7.2, you and your insurers shall agree to waive their rights of subrogation against Franchisor, and you shall provide evidence of such waiver in accordance with this Section 7.2.

7.2.4. Your obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 7.3. of this Agreement.

7.2.5. All public liability and property damage policies shall contain a provision that Franchisor and its Affiliates, although named as additional insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor, or its Affiliates, partners, shareholders, officers, directors, agents, or employees by reason of your negligence.

7.2.6. At least 10 days prior to the time you are first required to carry insurance, and thereafter at least 30 days prior to the expiration of any policy, you shall deliver to Franchisor a certificate of insurance evidencing your compliance with this Article 7 No less than 30 days' prior written notice shall be given to Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates.

7.2.7. If you fail to procure or maintain these minimum insurance requirements, Franchisor or its designee has the right (but not the obligation) to procure such insurance on your behalf. Such right shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor. If this occurs, you shall reimburse Franchisor the cost of the premium and pay a reasonable administrative fee not to exceed $500 upon demand.

7.3 Indemnification

You shall indemnify and hold harmless to the fullest extent by law, Franchisor, its Affiliates and their respective directors, officers, managers, employees, shareholders, and agents, (collectively, "Indemnitees") from any and all "losses and expenses" (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with your operation of the business contemplated under this Agreement ("event"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you). For the purpose of this Section 7.3, the term "losses and expenses" shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. You shall give Franchisor prompt notice of any event of which you are aware, for which indemnification is required, and, at your expense and risk, Franchisor may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that Franchisor will seek your advice and counsel. Any assumption by Franchisor shall not modify your indemnification obligation. Franchisor may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor's sole and absolute discretion, necessary for the protection of the indemnities or the System.

8. TRANSFER OF INTEREST

8.1 Transfer by Franchisor

Franchisor may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all of Franchisor's obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you expressly affirm and agree that Franchisor and/or its Affiliates may sell their assets, the Marks, Copyrighted Works or the System; may sell securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands, or damages arising from or relating to the loss of Franchisor's name, the Marks (or any variation thereof), Copyrighted Works, and System and/or the loss of association with or identification of Orthotics & Prosthetics Clinics of America Inc as the franchisor under this Agreement. You specifically waive 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. You agree 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' facilities, and to operate, franchise or license those businesses and/or facilities as OPCA Clinics operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be proximate to any OPCA Clinic developed under this Agreement).

8.2. Transfer by Individual Developer to Business Entity for Convenience

If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation within the first 12 months of this Agreement by signing Franchisor's standard form of assignment and assumption agreement if: (a) the Business Entity is formed solely for purposes of continuing your development rights and obligations; (b) you provide to Franchisor a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed; (c) you sign a general release in favor of Franchisor and in the form Franchisor requires; and (d) you pay to Franchisor the applicable transfer fee in the amount set forth in the Summary Pages.

8.3. Transfer Among Owners; Transfer of Non-Controlling Interest

If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties, if: (a) you have provided to Franchisor advance notice of the transfer; (b) the entity information as listed in Attachment C to this Agreement has been amended to reflect the new ownership; (c) each new Owner has signed a Guaranty and Personal Undertaking in the form of Attachment D; (d) each previous and/or new Owner has signed a general release in favor of Franchisor and in the form Franchisor requires, and (d) you pay to Franchisor the applicable transfer fee in the amount set forth in the Summary Pages.

8.4. Transfer of Agreement; Transfer of Controlling Interest

All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially all of the assets of any Clinic developed hereunder, and the sale of a Controlling Interest in you if you are a Business Entity) require Franchisor's prior written consent. Any attempted Transfer without such consent shall be void ab initio and constitute an immediate, non-curable default. Franchisor's consent may be conditioned upon the satisfaction of the following. Franchisor will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

8.4.1. Your written request for consent accompanying delivery of a copy of the proposed transfer agreements, including sale terms, at least 30 days prior to the proposed transfer; and Franchisor has determined, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of any Franchised Business in operation at the time of transfer;

8.4.2. The transferee has demonstrated to Franchisor's satisfaction that the transferee meets Franchisor's then-current educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate each Franchised Business; and has sufficient equity capital to operate each Franchised Business. No presumption of net worth shall apply; Transferee must prove independent liquidity sufficient to complete the entire Development Schedule;

8.4.3. All of your accrued monetary obligations and all other outstanding obligations to Franchisor, its Affiliates, and third-party suppliers shall be up to date, fully paid and satisfied, and you must be in full compliance with this Agreement and any other agreements between you and Franchisor, its Affiliates and your suppliers;

8.4.4. You or the transferee shall have agreed to refurbish, remodel, and upgrade equipment for each Clinic premises identified by Franchisor so that it meets Franchisor's image requirements for a new OPCA Clinic;

8.4.5. You and each Owner have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, managers, shareholders, agents and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that any release will not be inconsistent with any state law regulating franchising;

8.4.6. Payment of the applicable Transfer Fee in the amount set forth in the Summary Pages;

8.4.7. The transferee has executed Franchisor's then-current form of development agreement, and individual franchise agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different or non-favorable development schedule or opening dates. The term of such development agreement shall be the remaining term of this Agreement at the time of transfer;

8.4.8. If the transferee is a Business Entity, then the transferee's Owners each shall sign

Franchisor's standard form of Guaranty and Personal Undertaking;

8.4.9. The transferee has complied with Franchisor's then-current initial training requirements for the operation of each then-existing Clinic; and

8.4.10. You have paid all fees due to Franchisor under its then-current franchise resale policy or program if Franchisor introduced the buyer to you

Developer's right to transfer in this Section 8.4 is subject to Franchisor's right of first refusal as stated in Section 8.9 of this Agreement.

8.5. Transfer of Franchise Agreements

Notwithstanding Section 8.4. of this Agreement, you may, with Franchisor's prior written consent, execute and contemporaneously assign your right to enter into a Franchise Agreement pursuant to this Agreement to a business entity under common control with you if: (a) such business entity executes and complies with the terms and conditions of the Franchise Agreement; and (b) you pay Franchisor a Franchise Assignment Fee in the amount of $2,500.

8.6. Transfers Void.

Any purported transfer, by operation of law or otherwise, made without Franchisor's prior written consent will be considered null and void and will be considered a material breach of this Agreement.

8.7. Security Interest

You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in this Agreement or the franchise without Franchisor's consent.

8.8. Private or Public Offerings

If you are a Business Entity and you intend to issue equity interests pursuant to a private or public offering, you shall first obtain Franchisor's written consent, which consent shall not be unreasonably withheld. You must provide to Franchisor for its review a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least sixty (60) days prior to such documents being filed with any government agency or distributed to investors. No offering shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of your securities, and Franchisor's review of any offering shall be limited to ensuring compliance with the terms of this Agreement. Franchisor may condition its approval on satisfaction of any or all of the conditions set forth in Section 8.4. and on execution of an indemnity agreement, in a form prescribed by Franchisor, by you and any other participants in the offering. For each proposed offering you shall pay to Franchisor a retainer in an amount determined by Franchisor, which Franchisor shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering.

8.9. Right of First Refusal

If you receive a bona fide offer to purchase your interest in this Agreement or all or substantially all of the assets of the Franchised Business, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to Franchisor written notification of the offer and, except as otherwise provided herein, Franchisor has the option, exercisable within 30 days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by Franchisor as in the case of an initial offer. If Franchisor elects to purchase the seller's interest, closing on such purchase must occur by the later of: (a) the closing date specified in the third-party offer; or (b) within sixty (60) days from the date of notice to the seller of Franchisor's election to purchase. Franchisor's failure to exercise the option described in this Section 8.9. shall not constitute a waiver of any of the transfer conditions set forth in this Article 8.

8.10 Transfer Upon Death or Incapacitation

Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Franchisor within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an inter vivos transfer, except that the transfer fee shall be waived. In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 8, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within six (6) months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within such period, Franchisor may, at its option, terminate this Agreement, pursuant to Section 9.5.

8.11 Non-Waiver of Claims

Franchisor's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of Franchisor's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which Franchisor's and the transferee are parties, by the transferee.

9. DEFAULT AND TERMINATION

9.1 Termination In the Event of Bankruptcy or Insolvency

You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice if: (a) you become insolvent or make a general assignment for the benefit of creditors; (b) if a petition of bankruptcy is filed by you or such a petition is filed against you and you do not oppose it; (c) if you are adjudicated as bankrupt or insolvent; (d) if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; (e) if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (f) if proceedings for a composition with creditors under any state or federal law is instituted by or against you; (g) if a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); (h) if you are dissolved; (i) if execution is levied against your business or property; (j) if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against any Franchised Location premises or assets or equipment is instituted against you and not dismissed within 30 days; or (k) if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

9.2. Termination with Notice and Without Opportunity to Cure

Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if: (a) you fail to meet the Development Schedule; (b) you or any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System; (c) there is any transfer or attempted transfer in violation of Article 8 of this Agreement; (d) you or any Owner fails to comply with the confidentiality or non-compete covenants in Article 6 and Article 10 of this

Agreement; (e) you or any Owner has made any material misrepresentations in connection with your developer application; or (f) Franchisor delivers to you three or more written notices of default pursuant to this Article 9 within any rolling 12-month period, whether or not the defaults described in such notices ultimately are cured.

9.3. Termination with 10-Day Cure Period

Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within 10 days after delivery of written notice: (a) failure to obtain or maintain required insurance coverage; (b) failure to pay any amounts due to Franchisor; (c) failure to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute); or (d) failure to pay any amounts for which Franchisor has advanced funds for or on your behalf, or upon which Franchisor is acting as guarantor of your obligations.

9.4. Termination with 30-Day Cure Period

Except as otherwise provided in this Article 9, Franchisor has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within 30 days after delivery of written notice.

9.5. Termination Related to Death or Permanent Incapacity

Franchisor has the right to terminate this Agreement if an approved transfer as required by Section 8.10. is not effected within the designated time frame following a death or permanent incapacity (mental or physical).

9.6. Cross-Default

Any default under any agreement between you and Franchisor or its Affiliates, which your failure to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement.

9.7. Additional Remedies

If you are in default of this Agreement, Franchisor may, in its sole discretion, elect to reduce the number of Clinics which you may establish pursuant to the Development Schedule. If Franchisor elects to exercise this remedy as set forth above, you agree to continue to develop Clinics in accordance with your rights and obligations under this Agreement, as modified. Franchisor's exercise of its remedy under this Section 9.7. shall not constitute a waiver by Franchisor to exercise Franchisor's option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature.

10. COVENANTS

10.1 Non-Competition During Term of Agreement

Franchisee and each legal and beneficial Owner (including their respective officers, directors, and immediate family members) acknowledge and agree that they will receive exclusive, specialized training and access to highly sensitive Trade Secrets and Confidential Information regarding the operational, financial, sales, promotional, and marketing methods of the System. Franchisee stipulates that this information is proprietary, provides a distinct competitive advantage, and cannot be obtained through independent means. You and each Owner covenant and agree that during the term of this Agreement, except as otherwise approved in writing by Franchisor, you and, if applicable, such Owner, shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

10.1.1. Divert or attempt to divert any present or prospective customer of the Franchised Business to any competitor, 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.

10.1.2. Employ or seek to employ any person who is or has been, within the previous 30 days, employed by Franchisor or an Affiliate of Franchisor as a salaried managerial employee, or otherwise directly or indirectly induce such person to leave his or her employment.

10.1.3. Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business. For purposes of this Agreement, “Competitive Business” means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) Competitive Services; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest. “Competitive Services” means products or services the same as or similar to those provided by OPCA Businesses (including, but not limited to, providing prosthetic, orthotic, and pedorthic products) or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate, or its other franchisees. This restriction applies at any location within the United States, its territories or commonwealths, or any other country, province, state, or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks.

10.2. Non-Competition After Expiration or Termination of Agreement

Commencing upon the later of: (a) a transfer permitted under Article 8 of this Agreement, expiration of this Agreement, or termination of this Agreement (regardless of the cause for termination) or (b) 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 10.2., and continuing for an uninterrupted period of two years thereafter, you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with any Competitive Business offering Competitive Services, other than a Orthotic & Prosthetic Clinics of America Clinic operated pursuant to a then-currently effective franchise agreement with Franchisor, and (i) is, or is intended to be, located at the location of the former Franchised Business; (ii) within a 25-mile radius of the Clinic; or (iii) within a 25-mile radius of any other Clinic operating under the System and Marks in existence or under development at the time of such expiration, termination or transfer. If any Owner ceases to be an Owner of the franchisee for any reason during the franchise time, the foregoing covenant shall apply to the departing Owner for a two-year period beginning on the date such person ceases to meet the definition of an Owner. The obligations described in this Section 10.2. shall be tolled during any period of noncompliance.

10.3. Additional Provisions

The parties acknowledge and agree that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 10.1. and 10.2., or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and you and each Owner agree that such person shall comply forthwith with any covenant as so modified, which shall be fully enforceable. You and each Owner expressly agree that the existence of any claims you may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article 10. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 10.

10.4. Breach of Covenants Causes Irreparable Injury

You acknowledge that your violation of any covenant of this Article 10 would result in irreparable injury to the Franchisor for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

10.5. Exception for Publicly Held Companies

The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

11. REPRESENTATIONS

11.1. Representations of Franchisor

Franchisor represents and warrants that (a) Franchisor is duly organized and validly existing under the law of the state of its formation; (b) Franchisor is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification; and (c) the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within Franchisor's corporate power and have been duly authorized.

11.2. Representations of Developer

11.2.1. You represent and warrant that the information set forth in Attachment C, incorporated by reference hereto, is accurate and complete in all material respects. You shall notify Franchisor in writing within 10 days of any change in the information set forth in Attachment C. You further represent to Franchisor that (a) you are duly organized and validly existing under the law of the state of your formation; (b) you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; (c) your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the development and operation of the Franchised Business. You warrant and represent that neither you nor any of your Affiliates or Owners own, operate, or have any financial or beneficial interest in any business that is the same as or similar to a OPCA Clinic; and (d) the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under its written partnership or limited liability company agreement and have been duly authorized.

11.2.2. You acknowledge that you have conducted an independent investigation of the proposed franchise, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent on your ability as an independent business person.

11.2.3. Except for representations contained in Franchisor's Franchise Disclosure Document provided to you in conjunction with this franchise offering, you represent that neither Franchisor nor its agents or representatives have made any representations, and you have not relied on representations made by Franchisor or its agents or representatives, concerning actual or potential Net Sales, expenses, or profit of a OPCA Clinic.

11.2.4. You acknowledge that you have received a complete copy of Franchisor's Franchise Disclosure Document at least 16 calendar days before you signed this Agreement or paid any consideration to Franchisor for your franchise rights.

11.2.5. You acknowledge that you have read and that you understand the terms of this Agreement and its attachments, and that you have had ample time and opportunity to consult with an attorney or business advisor of your choice about the potential risks and benefits of entering into this Agreement.

11.2.6. You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("Blocked Persons"). You represent and warrant to Franchisor that you will not accept money from or employ any Blocked Person.

12. NOTICES

12.1 Notices

All notices or demands shall be in writing and shall be served in person, by Priority Mail, by certified mail; by private overnight delivery; or by electronic communication such as email. Service shall be deemed conclusively made: (a) at the time of service, if personally served; (b) 24 hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Priority Mail; (c) upon the earlier of actual receipt or three calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (d) 24 hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and (e) at the time of transmission by telecopier, if such transmission occurs prior to 5:00 p.m. on a Business Day and a copy of such notice is mailed within 24 hours after the transmission. Notices and demands shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

13. CONSTRUCTION

13.1. Entire Agreement

This Agreement and any other agreements executed by the parties concurrently with the parties' execution of this Agreement represent the entire fully integrated agreement between the parties and supersede all other negotiations, agreements, representations, and covenants, oral or written. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that Franchisor made in the Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to you in connection with this franchise offering.

13.2. No Waiver

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

13.3. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

13.4. Survival of Terms

Any provision or covenant of this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

13.5. Definitions and Captions

Unless otherwise defined in this body of this Agreement, capitalized terms have the meaning ascribed to them in Attachment A ("Glossary of Additional Terms"). All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

13.6. Persons Bound

This Agreement shall be binding on the parties and their respective successors and assigns. As applicable, each Owner shall execute the Guaranty and Personal Undertaking attached as Attachment D. Failure or refusal to do so shall constitute a breach of this Agreement. You and each Owner shall be joint and severally liable for each person's obligations hereunder and under the applicable Guaranty and Personal Undertaking.

13.7. Rules of Construction

Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

13.8. Timing

Time is of the essence with respect to all provisions in this Agreement. Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed 12 months.

14. APPLICABLE LAW; DISPUTE RESOLUTION

14.1 Choice of Law

This Agreement and all claims arising out of or related to this Agreement or the parties' relationship created hereby shall be construed under and governed by the laws of the State of Texas (without giving effect to any conflict of laws).

14.2 Mediation

14.2.1 The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, Franchisor, you, and each Owner agree to submit any claim, controversy, or dispute between Franchisor or its Affiliates (and Franchisor's and its Affiliate's respective owners, officers, directors, managers, agents, representatives, and/or employees) and you or your Affiliates (and your Owners, agents, representatives, and/or employees) arising out of or relating to: (a) this Agreement or any other agreement between Franchisor and you, (b) Franchisor's relationship with you, or (c) the validity of this Agreement or any other agreement between Franchisor and you, to mediation before bringing such claim, controversy, or dispute in a court or before any other tribunal.

14.2.2. The mediation shall be conducted by a mediator agreed upon by Franchisor and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization ("AAA") in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which Franchisor maintains its principal place of business at the time mediation is initiated. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally.

14.2.3. If the parties are unable to resolve the claim, controversy, or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 14.3. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

14.2.4. Notwithstanding the foregoing provisions of this Section 14.2., the parties' agreement to mediate shall not apply to controversies, disputes, or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, ownership of the Marks or Copyrighted Works, or Franchisor's Confidential Information. Moreover, regardless of this mediation agreement, Franchisor and you are required in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

14.2.5. Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation.

14.3 Arbitration

14.3.1. If the parties are unable to resolve the claim, controversy or dispute through mediation as provided in Section 14.2 above, Franchisor and Franchisee agree to submit any such claim, controversy or dispute (collectively, "Dispute") between Franchisor or any of its affiliates (and/or their respective shareholders, officers, directors, agents, representatives and/or employees) and Franchisee (and/or Franchisee's owners, guarantors, agents, representatives and/or employees, as applicable) arising out of or related to (A) this Agreement or any other agreement between Franchisor and Franchisee, (B) Franchisor's relationship with Franchisee, (C) the validity of this Agreement or any other agreement between Franchisor and Franchisee, or (D) any System standard, to arbitration.

14.3.2. For avoidance of doubt, this provision specifically requires both parties to arbitrate all our disputes through the American Arbitration Association ("AAA"). The arbitration shall be conducted by one (1) arbitrator selected by agreement of the parties or (in the event the parties cannot agree) in accord with the Rules where the arbitrator will apply the law to the facts and evidence presented, and where we will not use the local court system or its judges. By signing this franchise agreement, you are consenting to resolve disputes through arbitration administered by the AAA, using the current AAA's Commercial Arbitration Rules ("Rules").

14.3.3. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof and will be final, binding and non-appealable. The arbitrator shall issue a standard award.

14.3.4. The place of arbitration shall be in the county in which Franchisor designates at the time of arbitration, currently set in Collin County, Texas, unless otherwise mutually agreed between the parties. Franchisor reserves the right, but has no obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished its right to seek the recovery of those costs in accordance with this Section 14.3. Any party who fails to pay the arbitration fees or participate in arbitration by filing responsive pleadings, answering discovery, or attending the final hearing shall not use events or sanctions arising from such events as a defense; and the participating party shall have the right to proceed to trial on its claims, and any judgment awarded therein shall be fully binding as if all parties fully participated. The arbitrator, in the conduct of the arbitration, shall not have the authority to declare any Mark generic or otherwise invalid and, to the fullest extent permitted by law, each party waves any right to or claim for any punitive, exemplary, incidental or consequential damages against the other.

14.3.5. The parties agree that all Disputes submitted to arbitration shall be conducted on an individual, and not a class wide basis, and that only Franchisor (and its affiliates and its and their respective owners, officers, directors, agents and employees, as applicable) and Franchisee (and its affiliates and its and their respective owners, guarantors, officers and directors, as applicable) may be the parties to any arbitration proceeding described in this Section 9.9(c), and that no such arbitration proceeding shall be consolidated with any other arbitration proceeding involving Franchisor and/or any other natural person, association, corporation, partnership, limited liability company, or other entity.

14.3.6. Notwithstanding the foregoing provisions of this Section 9.7, the parties' agreement to mediate or arbitrate shall not apply to controversies, disputes or claims related to or based on amounts owed to Franchisor pursuant to this Agreement, the Marks, Franchisor's copyrighted works or Franchisor's Confidential Information. Moreover, regardless of this mediation/arbitration agreement, Franchisor and Franchisee each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction. Any information disclosed by either party in mediation or pre-arbitration settlement discussions may only be used for those purposes and may not presented as evidence in arbitration. Parties and their counsel must be present in-person for the final hearing, and any telephonic or electronic appearances are reserved for pre-hearing matters and remote non-party witnesses only. The Franchisee acknowledges and expressly agrees that the Franchisor requires strict compliance with all terms and provisions of this Section 14.3.

14.3.7. Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation, depositions, and evidentiary hearings.

14.4. Venue

Notwithstanding the foregoing provisions of this Section 14.4, the parties' agreement to mediate or arbitrate shall not apply to any controversy, dispute or claim related to or based on amounts owed to Franchisor pursuant to this Agreement or for temporary or preliminary injunctive or other extraordinary relief sought ("Excepted Claims"). The parties agree (subject to state law) that any action brought by either party against the other shall be brought and maintained exclusively in the jurisdiction of the state courts of Collin County, Texas and the federal district court of the Northern District of Texas, Dallas Division. Franchisee and the Owners hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. Franchisee and the Owners hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Texas or federal law.

14.5 Non-exclusivity of Remedy

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

14.6. WAIVER OF JURY TRIAL

FRANCHISOR AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

14.7. WAIVER OF PUNITIVE DAMAGES

THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

14.8. Right to Injunctive Relief

Nothing contained in this Agreement will bar Franchisor's right to seek injunctive relief from any court of competent jurisdiction; and you agree to pay all costs and reasonable attorneys' fees incurred by Franchisor in obtaining such relief.

14.9 Time Limitation to Bring a Claim

YOU MUST BRING ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN US AND YOU WITHIN TWO (2) YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS

GIVING RISE TO THE CLAIM, OR YOUR CLAIM WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING, AS PERMITTED, IS COMMENCED IN THE APPROPRIATE FORUM WITHIN THIS TWO-YEAR PERIOD.

14.10. Attorneys' Fees

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

14.11. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

14.12. No Representations; No Reliance

You acknowledge, expressly represent, and warrant that, except for representations made in Franchisor's franchise disclosure document, Franchisor has made no representations, warranties, or guarantees, express or implied, as to the potential revenues, profits or services of the business venture contemplated under this Agreement, and that you have not relied on any such representations in making your decision to enter into this Agreement. You further acknowledge, expressly represent, and warrant that neither Franchisor nor its representatives have made any statements inconsistent with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date set forth above.

FRANCHISOR **ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC**	**DEVELOPER**
By:______________________________ Ed Kaufman, President	By:_________________________ Printed Name/Title

ATTACHMENT A TO THE DEVELOPMENT AGREEMENT
GLOSSARY OF ADDITIONAL TERMS

"**Affiliate**" means an affiliate of a named person identified as any person or entity that is controlled by, controlling or under common control with such named person.

"**Business Entity**" means any person with the power to enter into contracts, other than a natural person. The term includes a corporation, limited liability company, limited partnership, and trust.

"**Confidential Information**" means all trade secrets, and other elements of the System; all customer information; all information contained in the Manuals; Franchisor's proprietary formulations and standards and specifications for product preparation, packaging and service; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Development Agreement or Franchise Agreement, and all other information that Franchisor designates.

"**Controlling Interest**" means: (a) if you are a corporation or a limited liability company, that the Owners, either individually or cumulatively (i) directly or indirectly own at least 51% of the shares of each class of the developer entity's issued and outstanding capital stock or membership units, as applicable; and (ii) are entitled, under its governing documents and under any agreements among the Owners, to cast a sufficient number of votes to require such entity to take or omit to take any action which such entity is required to take or omit to take under this Agreement; or (b) if you are a partnership, that the Owners (i) own at least 51% interest in the operating profits and operating losses of the partnership as well as at least 51% ownership interest in the partnership (and at least 51% interest in the shares of each class of capital stock of any corporate general partner); and (ii) are entitled under its partnership agreement or applicable law to act on behalf of the partnership without the approval or consent of any other partner or be able to cast a sufficient number of votes to require the partnership to take or omit to take any action which the partnership is required to take or omit to take under this Agreement. Any interest less than 51% of the corporation, limited liability company, or partnership is a "Non-Controlling Interest."

"**Copyrighted Works**" means works of authorship which are owned by Franchisor and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, Franchisor's product packaging and advertising and promotional materials, and the content and design of Franchisor's website and advertising and promotional materials.

"**Development Period**" means each of the time periods indicated on Attachment B during which you shall have the right and obligation to construct, equip, open and thereafter continue to operate OPCA Clinics.

"**Franchise Agreement**" means the form of agreement prescribed by Franchisor and used to grant to you the right to own and operate a single Clinic, including all attachments, exhibits, riders, guarantees or other related instruments, all as amended from time to time.

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which you could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with you by any lender, landlord, or other person shall be an event of Force Majeure under this Agreement, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. Your financial inability to perform or your insolvency shall not be an event of Force Majeure under this Agreement.

"**Owner**" means each individual or entity holding a beneficial ownership in the franchisee. It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust.

ATTACHMENT B TO THE DEVELOPMENT AGREEMENT
CLINIC DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE

The "Development Area" is described as follows:

(excluding our "Reserved Rights" within Development Area reserved to the Franchisor).

The "<u>Development Schedule</u>" is as follows:

Development Period	Expiration Date of Development Period	Cumulative Total Number of Clinics Located in the Development Area Which Developer Shall Have Open and in Operation
1		
2		

The "<u>Projected Opening Dates</u>" are as follows:

Clinic	Projected Opening Date	Franchise Agreement Execution Date
1		
2		

IN WITNESS WHEREOF, the parties hereof have executed this Attachment B as of the dates shown below but effective for all purposes as of the Effective Date ________________________.

FRANCHISOR
ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

By:________________________________
Ed Kaufman, President

DEVELOPER

By:__________________________
Printed Name/Title

ATTACHMENT C TO THE DEVELOPMENT AGREEMENT
ENTITY INFORMATION

If Developer is an entity, you represent and warrant that the following information is accurate and complete in all material respects.

(1) Developer is a [TYPE OF ENTITY], formed under the laws of the state of [STATE] on [FORMATION DATE].

(2) You shall provide to Franchisor concurrently with the execution hereof true and accurate copies of the Developer's charter documents and governing documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing.

(3) You promptly shall provide such additional information as Franchisor may from time-to-time request concerning all persons who may have any direct or indirect financial interest in the franchisee entity.

(4) The name, address, and percentage of ownership of each of Owner:

Name	Address	Number of Shares or Percentage Interest

(5) The address where the Developer's Financial Records, and other records (e.g., Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is:

____

FRANCHISOR
ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

By:______________________________
Ed Kaufman, President

DEVELOPER

By:_________________________
Printed Name/Title

ATTACHMENT D TO THE DEVELOPMENT AGREEMENT
GUARANTY AND PERSONAL UNDERTAKING

1. I have read the Development Agreement between Orthotic & Prosthetic Clinics of America Inc ("Franchisor") and ________________________ ("Developer").

2. I own a beneficial interest in the Developer, and would be considered an "Owner" within the definition contained in Development Agreement.

3. I understand that, were it not for this Guaranty and Personal Undertaking ("Guaranty"), Franchisor would not have agreed to enter into the Development Agreement with the Developer.

4. I will comply with all of the provisions contained in Article 6 of the Development Agreement concerning the use of the Confidential Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Development Agreement. I further agree not to disclose any of the Confidential Information, except (a) to the Developer's employees on a need to know basis, (b) to the Developer's and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and (c) as otherwise may be required by law.

5. I will comply with all of the provisions contained in Article 8 of the Development Agreement concerning the assignment of my Development Agreement.

6. While I am an "Owner" of the Developer and, for a two-year period after I cease to be an Owner (or two years after termination or expiration of the Development Agreement, whichever occurs first), I will not:

(a) Divert or attempt to divert any present or prospective customer of an OPCA Clinic to any competitor or do anything to harm the goodwill associated with the Marks and the System;

(b) Employ or seek to employ any person who is or has been within the previous 30 days employed by Franchisor or an Affiliate of Franchisor as a salaried managerial employee, or induce such person to leave his or her employment; or

(c) Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business. For purposes of this restriction, "Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) Competitive Services, excluding any business operated under a franchise agreement with Franchisor or any publicly-held entity in which you own less than a five percent (5%) interest. "Competitive Services" means products or services the same as or similar to those provided by OPCA Businesses (including, but not limited to, providing prosthetic, orthotic, and pedorthic products) or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate, or its other franchisees. This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. Furthermore, this restriction will apply for two years after I cease to be an Owner (or two years after termination or expiration of the Development Agreement, whichever occurs first) to any location that is located at the former Franchised Business, within a 25-mile radius of the Clinic, or within a 25-mile radius of any other OPCA Clinic operating under the System and Marks in existence or under development at that time.

7. I agree that the provisions contained in Article 14 of the Development Agreement will apply to any dispute arising out of or relating to this Guaranty. If Franchisor brings any legal action to enforce its rights under this Guaranty, I will reimburse Franchisor its reasonable attorneys' fees and costs.

8. I hereby guarantee the prompt and full payment of all amounts owed by the Developer under the Development Agreement.

9. I will pay all amounts due under this Guaranty within fourteen (14) days after receiving notice from Franchisor that the Developer has failed to make the required payment. I understand and agree that Franchisor need not exhaust its remedies against the Developer before seeking recovery from me under this Guaranty.

10. No modification, change, impairment, or suspension of any of Franchisor's rights or remedies shall in any way affect any of my obligations under this Guaranty. If the Developer has pledged other security or if one or more other persons have personally guaranteed performance of the Developer's obligations, I agree that Franchisor's release of such security will not affect my liability under this Guaranty.

11. I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FRANCHISOR, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE DEVELOPMENT AGREEMENT AND/OR THE PERFORMANCE OF ANY PARTY UNDER THE DEVELOPMENT AGREEMENT.

12. I understand that Franchisor's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to Franchisor under applicable law.

13. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand; one (1) Business Day after electronically confirmed transmission by electronic communication, such as email; one (1) Business Day after delivery by Priority Mail or other recognized, reputable overnight courier; or three Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below. I may change this address only by delivering to Franchisor written notice of the change.

Executed on the date set forth below

GUARANTOR:

Date:______________________________

By: ____

Name/Title

Address for Notices: ________________________

____

____

% of Ownership: _________

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC
DEVELOPMENT AGREEMENT

ATTACHMENT E
FORM OF FRANCHISE AGREEMENT

[REFER TO EXHIBIT C OF THIS DISCLOSURE DOCUMENT]

ATTACHMENT F TO THE DEVELOPMENT AGREEMENT
STATE SPECIFIC ADDENDUM

INDIANA AMENDMENT TO THE DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT effective ____________________, ("**Amendment**") is intended to be a part of, and by this reference is incorporated into that certain Development Agreement ("**Development Agreement**") between Orthotic & Prosthetic Clinics of America, Inc, ("**Franchisor**") and ____ ("**Developer**").

Where and to the extent that any of the provisions of this Amendment are contrary to, in conflict with or inconsistent with any provision contained in the Development Agreement, the provisions contained in this Amendment shall control. Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

1. Transfer by Developer to a Third Party. Sections 8.3 and 8.4 are amended by the addition of the following language:

"Provided that you cannot be required to prospectively asset to a release, assignment, novation, waiver or estoppel which purports to relieve Franchisor from liability under Indiana Code 23-2-2.7."

2. Dispute Resolution. Article 14 is amended by the addition of the following language:

"Notwithstanding anything to the contrary in this Article 14, if this Article 14 requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation pursuant to IC 23-2-2.7-1(1). Notwithstanding anything to the contrary contained in this Article 14, the choice of law for any cause of action brought under this Agreement will be subject to any superseding provisions contained in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7. You will be permitted to bring actions arising under IC 23-2-2.5 at any time within three years from the date of violation pursuant to IC 23-2-2.7-1(10). You cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights with regard to this Agreement is prohibited under IC 23-2-2.7-1(5)."

3. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the Indiana Franchise Practices Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Developer will enforce the provisions of this Agreement to the extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR **ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC**	**DEVELOPER**
By:______________________________ Ed Kaufman, President	By:__________________________ Printed Name/Title

EXHIBIT E
TELEPHONE NUMBER AND WEBSITE
URL ASSIGNMENT AGREEMENT

THIS TELEPHONE NUMBER AND WEBSITE URL ASSIGNMENT AGREEMENT is made this _____ day of _______________, 20____, between Orthotic & Prosthetic Clinics of America Inc, ("**we**," "**us**", "**our**", "**OPCA**" or "**Franchisor**") and the franchisee named below ("**you**", "**your**", or "**Franchisee**").

<u>BACKGROUND</u>

A. The parties are entering into one or more OPCA Franchise Agreements.

B. As a condition to signing the Franchise Agreement(s), we have required that you assign all of your right, title and interest in the telephone numbers and website URLs relating to the OPCA Franchise(s) to us upon the expiration or termination of any of the Franchise Agreements.

The parties agree as follows:

<u>TERMS</u>

1. **<u>Assignment</u>**. In order to secure continuity and stability of our operation of the OPCA System, immediately upon the expiration or termination of any of your OPCA Franchise Agreement(s), this Agreement constitutes your automatic assignment to us all of your right, title and interest in and to certain telephone numbers, telephone listings, and website URLs pursuant to the expired or terminated OPCA Franchise Agreement(s) without further action on your part. Your "website URLs" refers to any internet domain names you register, adopt, or use to promote your OPCA franchise, including any URLs listed on Exhibit E-1 here.

2. **<u>Assumption</u>**. We, in consideration of the transfer of telephone numbers and website URLs, assume, as of this date, all future obligations of the present subscriber for the telephone numbers and website URLs.

3. **<u>Your Representation and Warranties</u>**. You represent, warrant and covenant to us that:

(a) As of the effective date of the Assignment, all of your obligations and indebtedness for telephone and URL hosting services must be paid and current.

(b) As of the date of this Agreement, you have full power and legal right to enter into, sign, deliver and perform this Agreement.

(c) This Agreement is your legal and binding obligation enforceable in accordance with its terms.

(d) The signing, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which you are a party or by which you are bound, and no consent of nor approval by any third party is required.

(e) You have the specific power to assign and transfer your right, title and interest in your telephone numbers and website URLs and you have obtained all necessary consents to this Assignment.

4. **<u>Further Actions</u>**. You agree to take any other steps and execute any other documents required by the telephone service provider and domain name hosting company to make the assignments contemplated by this Agreement.

5. **Miscellaneous**. The validity, construction and performance of this Assignment is governed by the laws of the State of Texas. All agreements, covenants, representations and warranties made in this Agreement survive the signing of this Agreement. All our rights inure to our benefit and to the benefit of our successors and assigns.

FRANCHISOR: **ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC**	**FRANCHISEE:**
By: ______________________________ Ed Kaufman, President	By: ______________________________ Name/Title

EXHIBIT E-1 TO THE TELEPHONE NUMBER AND WEBSITE URL ASSIGNMENT AGREEMENT

[list web URLs here]

EXHIBIT F TO THE DISCLOSURE DOCUMENT
ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

TABLE OF CONTENTS OF OPERATIONS MANUAL

OPCA OPERATIONS MANUAL
PRE OPENING PROCEDURES

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Business Establishment Procedures

EXHIBIT F-1 TO THE DISCLOSURE DOCUMENT
ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (this "Agreement") is being entered into on ___ _____________, between ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC (collectively, the" Company") and _______, an adult individual ("Recipient "). Company and Recipient is referred to hereto as "Parties."

The Recipient is considering purchasing a franchise from the Company (the "Transaction"). As part of its evaluation of the Transaction, Recipient desires to receive and review information related to the Company's operations manual, which is confidential and/or proprietary. The Company desires to receive assurances that certain of this information will not be disclosed or used except in limited circumstances, and Recipient desires to provide these assurances.

Therefore, the Parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, the term "Evaluation Material" means all information furnished by the Company to the Recipient relating to its confidential operations manual, and regardless of the manner in which it is furnished (written, oral, visual or electronic and whether or not confidential or proprietary status is indicated in writing, orally or otherwise, and in whatever format, including but not limited to written, video, and audio recordings), including, without limitation: (a) technical data or know-how relating to the OPCA franchise system, including but not limited to specifications, techniques, processes, systems, data, documentation, diagrams, trade secrets, research and development; and (b) any other information contained in and treated as the Company's confidential operations manual.

2. Limitations on disclosure and use of Evaluation Material.

Upon Company's disclosure of Evaluation Material to Recipient, Recipient hereby agrees to keep Evaluation Material strictly confidential and shall use the Evaluation Material solely for the purpose of evaluating the Transaction. Except as permitted by this Agreement, Recipient hereby agrees that it shall not disclose the Evaluation Material to third parties or any other parties. In satisfying its obligations under this Section 2, Recipient shall apply no less than the same degree of care as it applies with regard to its own information similar to the Evaluation Material, but in any event shall use at least commercially reasonable care. Recipient shall not reproduce the Evaluation Material in any way, electronic or otherwise, and shall not maintain any copies or reproductions without written consent from the Company.

3. No representations; No obligation to provide or receive information; Termination.

The Recipient acknowledges and agrees that the Company makes no representations, warranties, guarantees, or promises regarding the accuracy of the Evaluation Material. Recipient shall not rely solely on the Evaluation Material provided, and shall perform its own due diligence. The Company may cease providing Evaluation Material at any time. The obligations under Section 2 do not expire so long as the Company continues to treat Evaluation Material as confidential and proprietary.

4. Miscellaneous.

4.1 Until a definitive agreement for the Transaction has been entered into, neither the Company nor Recipient is under any legal obligation of any kind whatsoever by virtue of the entering into of this Agreement, except with respect to the matters specifically agreed to herein.

4.2 No party may assign this Agreement or its rights and obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld or conditioned. Any assignment not permitted by this Section 4.2 is ineffective as to the assignment of rights and obligations under this Agreement. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement and supersedes all other oral or written agreements or policies relating thereto. The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. No amendment of this Agreement will be effective unless it is in writing and signed by Recipient and the Company. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing signed by the party granting the waiver, and no waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. Any failure or delay by any party in exercising any right under this Agreement shall not be construed as a waiver of that right.

4.3 Except to the extent this Agreement or any particular dispute is governed by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without reference to its conflict of laws principles). Any action brought by either party against the other, shall only be brought and maintained exclusively in the federal or state courts situated in the judicial district in which Franchisor maintains its principal business address at the time the action is commenced, currently Plano, Texas. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Notwithstanding the foregoing, claims for injunctive relief may be brought by Franchisor where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

The Parties execute this Agreement as of the date first written above.

RECIPIENT:	**COMPANY:** **ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC**
By:_____________________________ Name/Title	By:______________________________________ Ed Kaufman, President/CEO

EXHIBIT G TO THE DISCLOSURE DOCUMENT

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINON WITH REGARD TO THEIR CONTENT OR FORM.

Orthotic & Prosthetic Clinics of America Inc.
Balance Sheet
As of Mar 31, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
10201 Citizens OPCA Main - 8172	52.17
10205 BOA - OPCA - 5934	14,455.88
Total for Bank Accounts	**$14,508.05**
Accounts Receivable	
11000 Accounts Receivable	-0.38
Total for Accounts Receivable	**-$0.38**
Other Current Assets	
12000 Undeposited Funds	0.00
12100 Inventory Asset	0.00
12200 Due From OPCA Distribution	272,412.69
Total for Other Current Assets	**$272,412.69**
Total for Current Assets	**$286,920.36**
Other Assets	
1502-A Prepaid Commission - Net of Current Portion	265,333.00
1502- Prepaid Comm	36,500.00
1505 - Prepaid Equipment	0.00
18900 Intangible Fee(Documents)	0.00
19000 Deferred Income Tax Asset	0.00
2501222 Deferred Revenue Short Term	0.00
2501 Deferred Revenue	0.00
Total for Other Assets	**$301,833.00**
Total for Assets	**$588,753.36**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	3,433.66
Total for Accounts Payable	**$3,433.66**
Other Current Liabilities	
21001 ST Deferred Revenue	98,035.00
24111 - Accrued Interest	0.24
25000 Due to Yale Surgical	80,866.74
25001 Yale Comfort Shoe	4,179.17
25400 - Training Fees	0.00
Sales Tax Agency Payable	0.00

Total for Other Current Liabilities	**$183,081.15**
Total for Current Liabilities	**$186,514.81**
Long-term Liabilities	
21005 LT Defered Revenue	177,865.00
25002 Due to Distribution	-250.14
26100 Key Bank Commercial Loan	-0.27
27100 Due to Officer - Ed N Kaufman	-8,568.23
29370 Settlement Payable	50,579.00
Total for Long-term Liabilities	**$219,625.36**
Total for Liabilities	**$406,140.17**
Equity	
30000 Opening Balance Equity	-0.08
30100 Common Stock	1,000.00
33000 Paid in Capital	
35000 Transfer to OPCA Distribution	-19,435.00
Distributions	-51,898.84
Stockholders Equity	339,957.00
32000 Retained Earnings	-83,178.10
Net Income	-3,831.79
Total for Equity	**$182,613.19**
Total for Liabilities and Equity	**$588,753.36**

Orthotic & Prosthetic Clinics of America
Profit and Loss
January 1-March 31, 2026

	Total
Income	
41000 Franchise Sales	83,360.00
Total for Income	**$83,360.00**
Cost of Goods Sold	
50000 Cost of Goods Sold	
50001 Location Equipment	34,054.28
Total for 50000 Cost of Goods Sold	**$34,054.28**
Total for Cost of Goods Sold	**$34,054.28**
Gross Profit	**$49,305.72**
Expenses	
60000 Advertising and Promotion	12,827.72
60200 Automobile Expense	852.53
60400 Bank Service Charges	622.96
61000 Business Licenses and Permits	150.00
61700 Computer and Internet Expenses	5,179.58
64300 Meals and Entertainment	11,826.97
64900 Office Supplies	2,173.39
66700 Professional Fees	10,527.00
68400 Travel Expense	5,975.74
68600 Utilities	3,001.62
Total for Expenses	**$53,137.51**
Net Operating Income	**-$3,831.79**
Net Income	**-$3,831.79**

Orthotic & Prosthetic Clinics of America, Inc.

Independent Auditor's Report
And
Financial Statements
December 31, 2025 and 2024

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Metwally CPA PLLC

CERTIFIED PUBLIC ACCOUNTANT

3535 Firewheel Dr, STE D120, Flower Mound, Texas 75028

Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the Stockholders of
Orthotic & Prosthetic Clinics of America, Inc.

Opinion

We have audited the accompanying financial statements of Orthotic & Prosthetic Clinics of America, Inc. (the Company), which comprise the balance sheets as of December 31, 2025 and 2024 and the related statements of operations, stockholders' equity, 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 the Company 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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of a Matter

As discussed in Note 5 regarding the financial statements, the Company has extensive transactions and relationships with its affiliates. Accordingly, the accompanying financial statements may not be indicative of the results of operations that would have been achieved if the Company had operated without such affiliations. Our opinion is not modified with respect to the matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Metwally CPA PLLC

Metwally CPA PLLC
Flower Mound, Texas
April 30, 2026

Orthotic & Prosthetic Clinics of America, Inc.
Balance Sheets
December 31, 2025 and 2024

	2025	2024
ASSETS		
Current Assets		
Cash and cash equivalents	$ 49,936	$ 523
Due from related parties	298,846	181,386
Deferred commission, current portion	36,500	34,000
Total Current Assets	**385,282**	**215,909**
Non-Current Assets		
Deferred commission, net of current portion	265,333	271,833
Total Non-Current Assets	**265,333**	**271,833**
Total Assets	**$ 650,615**	**$ 487,742**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable and accrued liabilities	$ 3,434	$ 7,801
Due to related parties	82,358	93,530
Deferred revenue, current portion	98,035	20,725
Debt - current portion	7,680	46,714
Total Current Liabilities	**191,507**	**168,770**
Long-Term Liabilities		
Deferred revenue, net of current portion	177,865	162,840
Debt - net of current portion	42,899	-
Total Long-Term Liabilities	**220,764**	**162,840**
Total Liabilities	**412,271**	**331,610**
Stockholders' Equity		
Common stock, par value $.001; 10,000 shares authorized		
1,000 shares issued and outstanding	1	1
Additional paid-in capital	999	999
Retained earnings	237,344	155,131
Total Stockholders' Equity	**238,344**	**156,131**
Total Liabilities and Stockholders' Equity	**$ 650,615**	**$ 487,742**

The accompanying notes are an integral part of the financial statements.

Orthotic & Prosthetic Clinics of America, Inc.
Statements of Operations
Years Ended December 31, 2025 and 2024

	2025	2024
Revenues		
Technology fees	$ 172,140	$ 128,605
Other income	37,157	8,984
Initial franchise fees	20,725	121,335
Royalties	17,783	6,973
Equipment package	-	102,000
Total Revenues	**247,805**	**367,897**
Operating Expenses		
Legal and professional	65,475	-
General and administrative	63,902	52,022
Commission	34,000	22,167
Marketing and advertising	17,730	-
Total Operating Expenses	**181,107**	**74,189**
Operating Income / (Loss)	**66,698**	**293,708**
Other Income (Expense)		
Interest expense	(2,185)	(5,387)
Net Income / (Loss)	**$ 64,513**	**$ 288,320**

The accompanying notes are an integral part of the financial statements.

Orthotic & Prosthetic Clinics of America, Inc.
Statements of Stockholders Equity
Years Ended December 31, 2025 and 2024

	Common Stock - No Par Value		Additional Paid-In Capital	Retained Earnings	Total Stockholders' Equity
	Shares	Amount			
Balance At December 31, 2023	1,000	$ 1	$ 999	$ (139,054)	$ (138,054)
Net income (loss)		-	-	288,320	288,320
Stockholders' contributions		-	-	51,325	51,325
Stockholders' distributions		-	-	(45,460)	(45,460)
Balance At December 31, 2024	**1,000**	**$ 1**	**$ 999**	**$ 155,131**	**$ 156,131**
Net income (loss)		-	-	64,513	64,513
Stockholders' contributions		-	-	17,700	17,700
Balance At December 31, 2025	**1,000**	**$ 1**	**$ 999**	**$ 237,344**	**$ 238,344**

The accompanying notes are an integral part of the financial statements.

Orthotic & Prosthetic Clinics of America, Inc.
Statements of Cash Flows
Years Ended December 31, 2025 and 2024

	2025	2024
Cash Flows From Operating Activities:		
Net income	$ 64,513	$ 288,320
Adjustments to reconcile net income to net cash provided by operating activities:		
Change in operating assets and liabilities:		
Due from related parties	(117,461)	(181,386)
Deferred commission	4,000	(197,833)
Inventory	-	1,625
Accounts payable and accrued liabilities	(4,367)	5,387
Due to related parties	(11,172)	(60,321)
Deferred revenue	92,335	138,665
Accrued interest expense	9,986	-
Net Cash Flows Provided By (Used In) Operating Activities	**37,834**	**(5,542)**
Investing Activities		
Net Cash Flows Provided by (Used In) Investing Activities	-	-
Financing Activities		
Stockholders' contributions	17,700	51,325
Stockholders' distributions	-	(45,460)
Payment for loans	(6,121)	-
Net Cash Flows Provided By (Used In) Financing Activities	**11,579**	**5,865**
Net Change In Cash And Cash Equivalent During The Year	**49,413**	**323**
Cash and cash equivalent - beginning of the year	523	200
Cash And Cash Equivalent - End of The Year	**$ 49,936**	**$ 523**
Supplementary Disclosure of Cash Flow Information		
Interest paid	$ 2,185	$ 5,387
Supplementary Disclosure of Non-Cash Activities Investing/Financing		
Interest expense capitalized into debt balance	$ 9,986	$ -

The accompanying notes are an integral part of the financial statements.

Orthotic & Prosthetic Clinics of America, Inc.
Notes To Financial Statements
December 31, 2025 and 2024

1. COMPANY AND NATURE OF OPERATIONS

Orthotic & Prosthetic Clinics of America, Inc. (the "Company", "OPCA") was established in the state of Connecticut for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their private business as a franchise. The Company offers qualified individuals the right to operate a business that is involved in the business of training people through two comprehensive courses to open their own business involving orthotic, prosthetic and pedorthic products and allowing select trainees to become OPCA Franchisees. OPCA Franchisees provide orthotic, prosthetic and pedorthic products and services to consumers under the name "Orthotic & Prosthetic Clinics of America." The Company operates as a franchisor, offering franchises that provide orthotic and prosthetic services throughout the Northeastern United States, primarily.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of financial statements.

A. Basis of Accounting

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

B. Cash and Cash Equivalents

For purposes of the Statement of cash flows, cash equivalents include bank accounts and cash in transit for bank deposits with maturities of three months or less to be cash equivalents.

C. Federal Income Taxes

The Company has elected to be taxed for U.S. Federal, and to the extent applicable, U.S. State purposes under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, federal income tax liabilities relating to the Company's profits are the stockholders' responsibility; therefore, no provision has been made for federal income taxes.

D. Debt

The Company accounts for debt as current if the debt is due within one year of the balance sheet date or is cancelable or callable. The Partnership accounts for debt as noncurrent if the obligation does not expire or is not due within one year.

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the year, the total amount on deposit might exceed the $250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Use of Estimates

The preparation of the Company's financial statements 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, costs, and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

G. Advertising and Marketing

Advertising and marketing costs are charged to operations in the year incurred.

H. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-steps revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay a monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period of time using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license. The Company collects funds from franchisees to manage the brand level advertising, marketing, and development program. The fee is based on a percentage of the gross sales less any amount paid towards sales tax, payable monthly.

Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized to expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

Medical Equipment

Equipment Revenue is generated because of transactions with or related to the Company's franchisees. The Company sells medical equipment to franchisees to be used in franchised locations. Certain franchisees may prepay for equipment, and in that circumstance, the revenue is deferred until delivery. Equipment revenue is recognized when control of the equipment is transferred to the franchisee, which is at the point in time when delivery and installation of the equipment at the store is complete.

I. Reclassifications

Certain reclassifications have been made to the 2024 financial statements in order to conform to the 2025 presentation. There were no changes to previously reported stockholders' equity or net income as a result of the reclassifications.

J. Recent Accounting Pronouncements

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. ASC 326 is effective for the Company on inception. There was no impact on the Company's financial statements as a result of the implementation of this standard.

3. CASH AND CASH EQUIVALENTS

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. On December 31, 2025 and 2024, the Company's cash balance didn't exceed the FDIC insurance limit.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of December 31, 2025 and 2024, the Company had approximately $49,936 and $523 respectively in cash in its bank accounts.

The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk in cash.

4. LINE OF CREDIT

During 2020, the Company obtained an unsecured line of credit that provides for up to $50,000 with KeyBank, that is due on demand. The line is guaranteed by the stockholder of the Company. Interest is charged at the Wall Street Journal's Prime Rate plus 3.20% (10.95% and 10.95% on December 31, 2025 and 2024 respectively).

In May 2025, the Company entered into a settlement and release agreement with a lender to resolve an outstanding unsecured line of credit. At the time of the agreement, the total obligation was $56,699. Under the terms of the settlement, the balance was restructured into a fixed repayment plan of $640 per month beginning June 1, 2025, through June 2030. The restructured obligation does not bear a stated interest rate. The agreement contains acceleration provisions; in the event of default, the remaining balance becomes immediately due and payable. As of December 31, 2025, the outstanding balance was $50,579.

5. RELATED PARTY TRANSACTIONS

The loan payable to the stockholder was $0 and $25,552 as of December 31, 2025 and 2024, respectively. The loan was non-interest bearing and was fully repaid during 2025.

As of December 31, 2025 and 2024 the Company had $39,476 and $0 due from this stockholder. The balance represents expenses paid by the Company on behalf of this related party.

Yale Surgical Company, an affiliate, provided the Company with interest-free loans to cover operational costs. The outstanding loan balance was $82,358 on December 31, 2025, and $67,978 on December 31, 2024.

During the year, the Company engaged in transactions with a related party, OPCA Distribution, LLC. As of December 31, 2025 and 2024, amounts due from OPCA Distribution LLC were $259,370 and $181,386, respectively. The outstanding balances primarily relate to the following activities during the years then ended:

- Amounts of $100,150 and $60,000 for 2025 and 2024, respectively, representing funds advanced to support OPCA Distribution, LLC's operating expenses.
- Royalty fees of $17,783 and $6,973 for 2025 and 2024, respectively, collected on behalf of the Company from franchisees.
- Technology fees of $172,140 and $107,605 for 2025 and 2024, respectively, collected on behalf of the Company from franchisees.
- Other revenues of $37,157 and $6,807 for 2025 and 2024, respectively, collected on behalf of the Company from franchisees.
- Expenses of $48,945 and $0 for 2025 and 2024, respectively, paid by OPCA Distribution, LLC on behalf of the Company.

All related party transactions were conducted in the normal course of business and on terms and conditions equivalent to those that prevail in arm's length transactions.

6. STOCKHOLDERS' EQUITY

Under the articles of incorporation, the total number of common shares of stock the Corporation shall have the authority to issue is 10,000 with $0,001 par value, the Company has 1000 shares issued and outstanding. On December 31, 2025 and 2024 the Company had $999 and $999 in additional paid-in capital.

7. REVENUE FROM CONTRACTS WITH CUSTOMERS

Disaggregation of Revenue

Information regarding revenues disaggregated by the timing of when goods and services are transferred consist of the following for the years ended December 31:

	2025	2024
Revenue recognized over time	$ 20,725	$ 121,335
Revenue recognized at a point in time	227,080	246,562
Total Revenue	**$ 247,805**	**$ 367,897**

Contract Balances

The following table provides information about the change in the franchise deferred expenses balances during the years ended December 31:

	2025	2024
Beginning balance	$ 305,833	$ 108,000
Additional deferred expenses	30,000	220,000
Expenses recognized – additional deferred expenses	(34,000)	(22,167)
Deferred expenses	**301,833**	**305,833**
Less: current maturities	(36,500)	(34,000)
Deferred Expenses, net of current maturities	**$ 265,333**	**$ 271,833**

The following table provides information about the change in the franchise contract liability balances during the years ended December 31, 2025 and 2024, respectively. Franchise contract liability is included in deferred revenue on the accompanying balance sheets.

	2025	2024
Beginning balance	$ 183,565	$ 44,900
Additional deferred revenue	113,060	260,000
Revenue recognized – additional deferred revenue	(20,725)	(121,335)
Deferred revenue	**275,900**	**183,565**
Less: current maturities	(98,035)	(20,725)
Deferred revenue, net of current maturities	**$ 177,865**	**$ 162,840**

8. ADVERTISING EXPENSES

Advertising costs for the years ended December 31, 2025 and 2024 were $17,730 and $0 respectively. These costs were expensed as incurred.

9. SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 30, 2026, which is the date the financial statements were available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statements.

Orthotic & Prosthetic Clinics of America, Inc.

Independent Auditor's Report
And
Financial Statements
December 31, 2024 and 2023

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Metwally CPA PLLC

CERTIFIED PUBLIC ACCOUNTANT

2901 Corporate Cir, Flower Mound, Texas 75028

Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the stockholders of
Orthotic & Prosthetic Clinics of America, Inc.

Opinion

We have audited the accompanying financial statements of Orthotic & Prosthetic Clinics of America, Inc. (the Company), which comprise the balance sheets as of December 31, 2024 and 2023 and the related statements of operations, stockholders' equity (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 the Company 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 audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of a Matter

Management's plans regarding liquidity and business risks are disclosed in Note 9 to the financial statements. Our opinion is not modified with respect to that matter.

As discussed in note 6 to the financial statements, the Company has extensive transactions and relationships with its affiliates. Accordingly, the accompanying financial statements may not be indicative of the results of operations that would have been achieved if the Company had operated without such affiliations.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Metwally CPA PLLC

Metwally CPA PLLC
Flower Mound, Texas
July 30, 2025

Orthotic & Prosthetic Clinics of America, Inc.
Balance Sheets
December 31, 2024 and 2023

		2024		2023
ASSETS				
Current Assets				
Cash and cash equivalents	$	523	$	200
Due from related parties		181,386		-
Deferred commission, current portion		34,000		12,000
Inventory		-		1,625
Total Current Assets		**215,909**		**13,825**
Non-Current Assets				
Deferred commission, net of current portion		271,833		96,000
Total Non-Current Assets		**271,833**		**96,000**
Total Assets	**$**	**487,742**	**$**	**109,825**
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)				
Current Liabilities				
Accounts payable and accrued liabilities	$	7,801	$	2,414
Due to related parties		93,530		153,851
Deferred revenue, current portion		20,725		5,125
Line of credit		46,714		46,714
Total Current Liabilities		**168,770**		**208,104**
Long-Term Liabilities				
Deferred revenue, net of current portion		162,840		39,775
Total Long-Term Liabilities		**162,840**		**39,775**
Total Liabilities		**331,610**		**247,879**
Stockholders' Equity (Deficit)				
Common stock, par value $.001; 10,000 shares authorized				
1,000 shares issued and outstanding		1		1
Additional paid-in capital		999		999
Retained earnings /(Accumulated deficit)		155,131		(139,054)
Total Stockholders' Equity (Deficit)		**156,131**		**(138,054)**
Total Liabilities and Stockholders' Equity (Deficit)	**$**	**487,742**	**$**	**109,825**

The accompanying notes are an integral part of the financial statements.

Orthotic & Prosthetic Clinics of America, Inc.
Statements of Operations
Years Ended December 31, 2024 and 2023

	2024	2023
Revenues		
Technology fees	$ 128,605	$ 7,000
Equipment package	102,000	30,000
Training fees	91,750	55,000
Initial franchise fees	29,585	26,125
Royalties	6,973	-
Other income	8,984	-
Total Revenues	**367,897**	**118,125**
Operating Expenses		
Cost of equipment sold	33,623	-
Commission	22,167	12,000
General and administrative	18,399	2,091
Legal and professional	-	12,675
Total Operating Expenses	**74,189**	**26,766**
Operating Income / (Loss)	**293,708**	**91,359**
Other Income (Expense)		
Interest expense	(5,387)	(1,481)
Net Income / (Loss)	**$ 288,320**	**$ 89,878**

The accompanying notes are an integral part of the financial statements.

Orthotic & Prosthetic Clinics of America, Inc.
Statements of Stockholders Equity (Deficit)
Years Ended December 31, 2024 and 2023

	Common Stock - No Par Value		Additional Paid-In Capital	Retained Earnings/(Accumulated Deficit)	Total Stockholders' Equity (Deficit)
	Shares	Amount			
Balance At December 31, 2022	**1,000**	**$ 1**	**$ 999**	**$ (228,479)**	**$ (227,479)**
Net income (loss)				89,878	89,878
Stockholders' distributions				(453)	(453)
Balance At December 31, 2023	**1,000**	**$ 1**	**$ 999**	**$ (139,054)**	**$ (138,054)**
Net income (loss)			-	288,320	288,320
Stockholders' contributions			-	51,325	-
Stockholders' distributions			-	(45,460)	(45,460)
Balance At December 31, 2024	**1,000**	**$ 1**	**$ 999**	**$ 155,131**	**$ 156,131**

The accompanying notes are an integral part of the financial statements.

Orthotic & Prosthetic Clinics of America, Inc.
Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	2024	2023
Cash Flows From Operating Activities:		
Net income	$ 288,320	$ 89,878
Adjustments to reconcile net income to net cash provided by operating activities:		
Change in operating assets and liabilities:		
Accounts receivable	-	1,739
Due from related parties	(181,386)	-
Deferred commission	(197,833)	(108,000)
Inventory	1,625	-
Accounts payable and accrued liabilities	5,387	(49,294)
Due to related parties	(60,321)	31,712
Deferred revenue	138,665	33,875
Net Cash Flows Provided By (Used In) Operating Activities	**(5,542)**	**(90)**
Investing Activities		
Net Cash Flows Provided by (Used In) Investing Activities	**-**	**-**
Financing Activities		
Stockholders' contributions	51,325	-
Stockholders' distributions	(45,460)	(453)
Net Cash Flows Provided By (Used In) Financing Activities	**5,865**	**(453)**
Net Change In Cash And Cash Equivalent During The Year	**323**	**(543)**
Cash and cash equivalent - beginning of the year	200	743
Cash And Cash Equivalent - End of The Year	**$ 523**	**$ 200**
Supplementary Information		
Interest paid	$ 5,387	$ 1,481

The accompanying notes are an integral part of the financial statements.

Orthotic & Prosthetic Clinics of America, Inc.
Notes To Financial Statements
December 31, 2024 and 2023

1. COMPANY AND NATURE OF OPERATIONS

Orthotic & Prosthetic Clinics of America, Inc. (the “Company”, “OPCA”) was established in the state of Connecticut for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their private business as a franchise. The Company offers qualified individuals the right to operate a business that is involved in the business of training people through two comprehensive courses to open their own business involving orthotic, prosthetic and pedorthic products and allowing select trainees to become OPCA Franchisees. OPCA Franchisees provide orthotic, prosthetic and pedorthic products and services to consumers under the name "Orthotic & Prosthetic Clinics of America.” The Company operates as a franchisor, offering franchises that provide orthotic and prosthetic services throughout the Northeastern United States, primarily.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company’s financial statements. The financial statements and notes are representations of the Company’s management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of financial statements.

A. Basis of Accounting

The Company’s financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”).

B. Cash and Cash Equivalents

For purposes of the Statement of cash flows, cash equivalents include bank accounts and cash in transit for bank deposits with maturities of three months or less to be cash equivalents.

C. Inventory

Inventories consist primarily of medical supplies and equipment used for remediation and sanitation work. The inventory is recorded at a lower cost or market using the first-in, first-out method.

D. Debt

The Company accounts for debt as current if the debt is due within one year of the balance sheet date or is cancelable or callable. The Company accounts for debt as non-current if the obligation does not expire or is due within one year.

E. Federal Income Taxes

The Company has elected to be taxed for U.S. Federal, and to the extent applicable, U.S. State purposes under the provisions of Subchapter S of the Internal Revenue Code. Accordingly, federal income tax liabilities relating to the Company’s profits are the stockholders’ responsibility; therefore, no provision has been made for federal income taxes.

F. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the year, the total amount on deposit might exceed the $250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

G. Use of Estimates

The preparation of our Company's financial statements 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 our financial statements and the reported amounts of revenues, costs, and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

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<u>Franchise Fees</u>

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- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay a monthly royalty, marketing, and annual conference fees and weekly IT fees. Certain other fees are also outlined in the agreement.

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Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

Training Revenue

Training revenue is generated because of transactions with, or related, to the Company's franchisees. The Company provides training and other services to its franchisees. Franchisees pay the Franchisor for Site Selection, Real Estate training fees, and the other Business establishment fees separately from the franchise license. Franchisees must pay these training fees prior to obtaining the franchise license.

Medical Equipment

Equipment Revenue is generated because of transactions with or related to the Company's franchisees. The Company sells medical equipment to franchisees to be used in franchised locations. Certain franchisees may prepay for equipment, and in that circumstance, the revenue is deferred until delivery. Equipment revenue is recognized when control of the equipment is transferred to the franchisee, which is at the point in time when delivery and installation of the equipment at the store is complete.

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FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. ASC 326 is effective for the Company since inception. There was no impact on the Company's financial statements as a result of the implementation of this standard.

3. CASH AND CASH EQUIVALENTS

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. On December 31, 2024 and 2023, the Company's cash balance didn't exceed the FDIC insurance limit.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of December 31, 2024 and 2023, the Company had approximately $523 and $200 respectively in cash in its bank accounts.

The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

4. INVENTORY

At December 31, 2024 and 2023, inventories consist of the following:

	2024	2023
Medical equipment	$ -	$ 1,625
Total Inventory	**$ -**	**$ 1,625**

Inventories are stated at a lower cost or market. Cost is determined by the First in First out cost method.

5. LINE OF CREDIT

During 2020, the Company obtained an unsecured line of credit that provides for up to $50,000 with KeyBank, that is due on demand. The line is guaranteed by the stockholder of the Company. Interest is charged at the Wall Street Journal's Prime Rate plus 3.20% (10.95% and 8.5% on December 31, 2024 and 2023 respectively). Outstanding borrowings on the line of credit were $46,714 and $46,714 as of December 31, 2024 and 2023, respectively.

6. RELATED PARTY TRANSACTIONS

The loan payable to the stockholder amounted to $25,552 and $29,694 on December 31, 2024 and 2023 respectively. The loan is non-interest bearing and is not expected to be paid until after January 1, 2025.

Yale Surgical Company, an affiliate, provided the Company with interest-free loans to cover operational costs. The outstanding loan balance was $67,978 on December 31, 2024, and $124,157 on December 31, 2023.

During the year, the Company engaged in transactions with a related party, OPCA Distribution, LLC. As of December 31, 2024, and 2023, a balance of $181,386 and $0, respectively, is due from OPCA Distribution, LLC. This amount comprises the following:

- $60,000 provided to support OPCA Distribution, LLC's operating expenses.
- $6,973 in royalty fees collected on behalf of the Company from franchisees.
- $107,605 in technology fees collected on behalf of the Company from franchisees.
- $6,807 in other revenue collected on behalf of the Company from franchisees.

All related party transactions were conducted in the normal course of business and on terms and conditions equivalent to those that prevail in arm's length transactions.

7. REVENUE FROM CONTRACTS WITH CUSTOMERS

Disaggregation of Revenue

Information regarding revenues disaggregated by the timing of when goods and services are transferred consist of the following for the years ended December 31:

	2024	2023
Revenue recognized over time	$ 29,585	$ 26,125
Revenue recognized at a point in time	338,312	92,000
Total Revenue	**$ 367,897**	**$ 118,125**

Contract Balances

The following table provides information about the change in the franchise deferred expenses balances during the years ended December 31:

	2024	2023
Beginning balance	$ 108,000	$ -
Additional deferred expenses	220,000	120,000
Expenses recognized – additional deferred expenses	(22,167)	(12,000)
Deferred expenses	**305,833**	**108,000**
Less: current maturities	(34,000)	(12,000)
Deferred Expenses, net of current maturities	**$ 271,833**	**$ 96,000**

The following table provides information about the change in the franchise contract liability balances during the years ended December 31, 2024 and 2023, respectively. Franchise contract liability is included in deferred revenue on the accompanying balance sheets.

	2024	2023
Beginning balance	$ 44,900	$ 11,025
Additional deferred revenue	168,250	60,000
Revenue recognized – additional deferred revenue	(29,585)	(26,125)
Deferred revenue	**183,565**	**44,900**
Less: current maturities	(20,725)	(5,125)
Deferred revenue, net of current maturities	**$ 162,840**	**$ 39,775**

8. STOCKHOLDERS' EQUITY

Under the articles of incorporation, the total number of common shares of stock the Corporation shall have the authority to issue is 10,000 with $0,001 par value, the Company has 1000 shares issued and outstanding. On December 31, 2024 and 2023 the Company had $999 and $999 in additional paid-in capital.

9. GOING CONCERN

The Company has a low liquidity level in comparison to its short-term obligation. The future of the Company is dependent upon its ability to obtain financing and upon future profitable operations. The financial statements do not include any adjustments related to the recoverability and classification of recorded assets, or the amounts of and classification of liabilities that might be necessary in the event the Company cannot continue in existence. Management's plans in connection with such concerns include implementing operations modification anticipated to increase efficiencies and reduce operation costs. In addition, management has identified and implemented various efficiencies to improve the overall operations and increase profitability. The Company's stockholder is also capable and willing of contributing more funds if needed. The company's stockholder has guaranteed the ongoing operation of the company for the next twelve months.

10. SUBSEQUENT EVENTS

Management has evaluated subsequent events through July 30, 2025, which is the date the financial statements were available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statements.

EXHIBIT H TO THE DISCLOSURE DOCUMENT

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

LIST OF CURRENT FRANCHISEES
AND LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

LIST OF FRANCHISEES AS OF DECEMBER 31, 2025

Territory	Franchisee	Street Address	City	ST	Zip	Phone
COLORADO						
Parker	Kevin Insana	10371 Parkglenn Way, Suite 290	Parker	CO	80138	720-970-7020
FLORIDA						
Tampa	OPCA Clinic of Tampa , LLC	34760 US Highway 19N	Palm Harbor	FL	34684	813-466-5006
Jacksonville	OPCA Clinic of Jacksonville, LLC	11512 Lake Meade Ave, Suite 404	Jacksonville	FL	32256	904-231-8440
GEORGIA						
Atlanta	SV Orthotic & Prosthetic Company; Talluri and Salla	1100 Johnson Ferry Rd NE	Atlanta	GA	30342	404-907-4139

LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT, BUT OUTLET NOT OPEN AS OF DECEMBER 31, 2025

Franchisee	Street Address	City	ST	Zip	Phone
Orthotic & Prosthetic Clinics of America Memphis LLC; Delricco Crawford	2996 Kate Bond Rd, Suite 403	Bartlett	TN	38133	901-283-0936
Clinics of America Holdings LLC; Ashour Ali	1190 Northwest 95th Street, Suite 106	Miami	FL	33150	917-816-7844

LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2025

Franchisee	City	ST	Phone
Zandra Neigoot	West New York	NJ	201-305-5847

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

EXHIBIT I TO DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Orthotic & Prosthetic Clinics of America Inc and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, Orthotic & Prosthetic Clinics of America Inc will be referred to as "we" or "us." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and

[PLEASE RESPOND INITIAL EACH STATEMENT BELOW]

1. I have received and personally reviewed Orthotic & Prosthetic Clinics of America Inc Franchise Agreement and each exhibit, addendum and schedule attached to it.

____

2. I understand all of the information contained in the Franchise Agreement and each attachment and schedule attached to it.

____

3. I have received and personally reviewed the Franchise Disclosure Document that was provided to you.

____

4. I understand all of the information contained in the Franchise Disclosure Document.

____

5. I have discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and I understand those risks.

____

6. I understand that the success or failure of my business will depend in large part upon my skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors.

____

7. No employee or other person speaking on our behalf made any statement or promise concerning the revenues or profits of the Franchised Business that we or our franchisees operate.

____

8. No employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document.

____

9. No employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business. ______________________

10. No employee or other person speaking on our behalf has made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document.

____

11. I understand that in all dealings with you, our officers, directors, employees, attorneys, and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us.

____

13. I understand that my answers are important to you and that we will rely on them.

____

The following only applies to Maryland residents and/or franchises to be operated in the State of Maryland:

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

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

Name of Franchisee/Applicant:

Date: _______________ ____

Name, Individually

Name of Franchisee/Applicant:

Date: _______________ ____

Name, Individually

EXHIBIT J TO THE DISCLOSURE DOCUMENT

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

GENERAL RELEASE (SAMPLE FORM)

GENERAL RELEASE

(SAMPLE FORM)

THIS GENERAL RELEASE is made and given on this ____ day of ________________, 20____ by ____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of ______________ ____, in consideration of:

_______ the execution by Orthotic & Prosthetic Clinics of America Inc, a Connecticut corporation ("RELEASEE"), of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

_______ RELEASEE'S consent to RELEASOR'S assignment of its rights and duties under the Franchise Agreement; or

_______ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement; or

_______ ____ [insert description]

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

[If Releasor is domiciled or has their principal place of business in the State of California]

WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

("Releasor") for myself and on behalf of all persons acting by or through me, acknowledge that I am familiar with Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR.

With respect to those claims being released, I acknowledge, for myself and on behalf of all persons acting by or through me, which I am releasing unknown claims and waive all rights I have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this paragraph, I shall be considered to be creditors of Releasee, and each of them.

THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

<u>The following only applies to Washington residents and/or franchises to be operated in the State of Washington:</u>

The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:____
(type/print name)
By: ____
Name:____
Title:____
(or, if an individual)

Signed:____
Name printed:____

[This General Release agreement will be modified as necessary for consistency with any state law regulating franchising.]

ACKNOWLEDGMENT

State of ___________________________)

) ss

County of _________________________)

On this ____ day of _____________, 20____ before me personally came __________________, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, and who did swear and say that he/she is the ____________________ (title) of ____ (company name), and he/she has the authority to execute said General Release.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

__________________________________ (NOTARIAL SEAL)

Notary Public

My Commission Expires:

____

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

EXHIBIT K TO THE DISCLOSURE DOCUMENT

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

STATE SPECIFIC ADDENDA

FOR THE STATE OF INDIANA

The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action arising under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act and prohibits limiting litigation brought for breach of the agreement in any manner whatsoever;

1. Item 12, "Protected Area," shall be amended by the addition of the following paragraph: we will not compete unfairly with you within a reasonable area;

2. The Indiana Deceptive Franchise Practices Act makes it unlawful to require a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area of greater than the exclusive area granted by the franchise agreement or, in the absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise;

3. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(p) (Death or disability of franchisee): You will have a period of 180 days following disapproval to sell the franchise to an assignee acceptable to us.

4. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(c) (Requirements for franchisee to renew or extend): Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively asset to a release, assignment, novation, waiver or estoppel which purports to relieve us from liability imposed by Indiana State Code 23-2-2.7.

5. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(m) (Conditions for franchisor approval of transfer): Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively asset to a release, assignment, novation, waiver or estoppel which purports to relieve us from liability imposed by Indiana State Code 23-2-2.7.

6. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(v) (Choice of forum): Choice of forum for any litigation permitted under the Franchise Agreement in any jurisdiction other than Indiana may be unenforceable as a limitation on litigation under IC 23-2-2.7-1(1). We may not require that you agree to participate in any form of alternate dispute resolution other than arbitration before an independent arbitrator.

7. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(w) (Choice of law): The choice of Texas law shall be subject to the superseding provisions in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7.

EXHIBIT L TO THE DISCLOSURE DOCUMENT

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

STATE EFFECTIVE DATES

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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration as of the Effective Date stated below.

State	Effective Date
Indiana	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT M TO THE DISCLOSURE DOCUMENT

ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC

RECEIPTS

Receipt

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 Orthotic & Prosthetic Clinics of America Inc 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, or sooner if required by your state applicable law. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 business 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 us to provide the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Orthotic & Prosthetic Clinics of America Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A. Orthotic & Prosthetic Clinic of America Inc's agents for service of process are listed in Exhibit B.

Date of Issuance: May 21, 2026

The franchise seller for this offer is (please complete).

Check all that Apply	Name	Principal Business Address	Telephone Number

I have received a disclosure document dated May 21, 2026. State registration effective dates are listed on the State Effective Dates page. The disclosure document included the following Exhibits:

A List of State Administrators
B. List of State Agents for Service of Process
C. Franchise Agreement and Exhibits
D. Development Agreement and Exhibits
E. Telephone Number and Website URL Assignment Agreement
F. Table of Contents of Manual
F-1. Confidentiality and Nondisclosure Agreement
G. Financial Statements
H. List of Current Franchisees and List of Former Franchisees
I. Franchise Disclosure Questionnaire
J. General Release (Sample Form)
K. State-Specific Addenda
L State Effective Dates
M. Receipts

Please sign and print your name below, date and return one copy of this receipt to Orthotic & Prosthetic Clinics of America Inc and keep the other for your records.

______________________________ Date of Receipt

______________________________ Signature

______________________________ Print Name

(individually and as an officer of)

____
(Name of corporation, LLC, or partnership)
______________________ A corporation
______________________ A Limited Liability Company
______________________ A Partnership

[KEEP THIS RECEIPT FOR YOUR RECORDS]

Receipt

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 Orthotic & Prosthetic Clinics of America Inc 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, or sooner if required by your state applicable law. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 business 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 us to provide the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Orthotic & Prosthetic Clinics of America Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A. Orthotic & Prosthetic Clinics of America Inc's agents for service of process are listed in Exhibit B.

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J. General Release (Sample Form)
K. State-Specific Addenda
L. State Effective Dates
M. Receipts

Please sign and print your name below, date and return one copy of this receipt to Orthotic & Prosthetic Clinics of America Inc and keep the other for your records.

________________________________ ________________________________
Date of Receipt Signature

____
Print Name

(individually and as an officer of)

____
(Name of corporation, LLC, or partnership)
____________________ A corporation
____________________ A Limited Liability Company
____________________ A Partnership

[RETURN THIS COMPLETED FORM TO ORTHOTIC & PROSTHETIC CLINICS OF AMERICA INC
629 Chapel Street, New Haven, CT 06511]