FRANCHISE DISCLOSURE DOCUMENT

OsteoStrong Franchising, Inc.
a Delaware corporation
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You will operate a wellness center ("Center") that offers customers the use of certain health and exercise equipment, including a set of machines which promote bone and muscle health, and a vibration plate exercise machine, under the "OsteoStrong" trademarks and System.

The total investment necessary to begin operation of an OsteoStrong® Center franchise is $275,682 to $615,740. This includes $220,582 to $343,590 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact franchise sales at 8524 Highway 6 North, # 310, Houston, Texas 77095, (877) 893-0008, sales@osteostrongfranchising.com.

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 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.

Issuance Date: July 14, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit 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 F 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 OsteoStrong business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an OsteoStrong 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 I.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.

2. **Minimum Royalty Payments**. You must make minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.

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

4. **Unopened Franchises**. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your outlet.

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.

MICHIGAN NOTICE

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

(a) A prohibition against you joining an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver or estoppel which would deprive you of rights and protections provided under the Michigan Franchise Investment Law. This does not preclude you, after entering into a franchise agreement, from settling any and all claims.

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

(d) A provision that permits the franchisor to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration, of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials, which have no value to the franchisor, and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This provision applies only if:

(i) The term of the franchise is less than five years; and

(ii) You are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise, or if you do not receive at least six months advance notice of the franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

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

above.

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

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions concerning this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Franchise Unit, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117.

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS

ITEM		PAGE
ITEM 1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE	2
ITEM 3	LITIGATION	3
ITEM 4	BANKRUPTCY	3
ITEM 5	INITIAL FEES	3
ITEM 6	OTHER FEES	6
ITEM 7	ESTIMATED INITIAL INVESTMENT	10
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	13
ITEM 9	FRANCHISEE'S OBLIGATIONS	17
ITEM 10	FINANCING	18
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	18
ITEM 12	TERRITORY	23
ITEM 13	TRADEMARKS	24
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	26
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	27
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	27
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	28
ITEM 18	PUBLIC FIGURES	33
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS	33
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	34
ITEM 21	FINANCIAL STATEMENTS	41
ITEM 22	CONTRACTS	41
ITEM 23	RECEIPTS	41

EXHIBITS

Exhibit A – State Specific Addenda
Exhibit B – Franchise Agreement
Exhibit C – Go Figure License Agreement
Exhibit D – General Release (Sample Form Only)
Exhibit E – Table of Contents of Confidential Operations Manual
Exhibit F – Financial Statements
Exhibit G – Litigation
Exhibit H – List of Current and Former Franchisees
Exhibit I – List of State Administrators and Agents for Service of Process
Exhibit J – State Effective Dates
Exhibit K – Receipts

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

To simplify the language in this disclosure document, "we", "us", or "our" means OsteoStrong Franchising, Inc., the franchisor. "You" means the business entity, person or persons who sign the Franchise Agreement, the franchisee. If the franchisee is a corporation, limited liability company, or other entity, the term "you" does not include the entity's principals, unless otherwise stated.

The Franchisor, and Any Parents, Predecessors and Affiliates

We are a Delaware corporation, originally formed as a Texas limited liability company on February 1, 2012 and which converted to a Delaware corporation on March 31, 2020. We only do business under our corporate name. Our principal business address is 8524 Highway 6 North, # 310, Houston, Texas 77095. Our agents for service of process are listed in Exhibit I of this disclosure document. We have been offering franchises of the type described in this disclosure document since April 2012, and have never offered franchises or licenses in any other line of business. Except as described below, we have no parent company nor any predecessors. Except as described below, we do not engage in any other business activities.

Our parent, Blue Ocean International, Inc. ("BOI"), was originally formed as a Delaware limited liability company on December 21, 2016, was converted to a Delaware corporation on March 31, 2020, and has a principal business address at 300 Delaware Avenue, Suite 210-A, Wilmington, Delaware, 19801.

Our affiliate, OsteoStrong International, Inc. ("OSI"), originally formed as a Texas corporation on October 30, 2015 and which converted to a Delaware corporation on March 31, 2020, shares our principal business address and only does business under its corporate name. OSI offers franchises of the type described in this disclosure document to prospective franchisees outside of the United States. OSI does not offer franchises in any other line of business. OSI also serves as the parent company of OS Franchising, ULC, a British Columbia unlimited liability company formed on November 12, 2015 who shares our principal business address and may begin offering franchises similar to those described in this disclosure document in Canada in 2017.

Our affiliate, True Wellness, Inc. ("True Wellness"), originally formed as a Tennessee limited liability company on October 17, 2012, and which converted to a Delaware corporation on March 31, 2020, maintains a principal business address at 917 Auburn Ln, Brentwood, Tennessee 37027. True Wellness, Inc. is an intellectual property holding company and licenses intellectual property for use by us. True Wellness has never offered franchises of the type described in this disclosure document or any other line of business.

Our affiliate, Go Figure, Inc. ("Go Figure"), is a Texas corporation formed on December 22, 1997, who maintains a principal business address at 8524 Highway 6 North, #310, Houston, Texas 77095. Go Figure owned and operated up to nine Curves® fitness centers and transferred its interest in the fitness centers in 2002. Go Figure operates under the trademark "iGo Figure" and focuses primarily on developing and licensing high quality software products that, among other functions, manage membership, customer information, and other business management information for health clubs and fitness centers. Go Figure licenses the iGo Figure software and operates a technical support call center for OsteoStrong® System franchisees. Go Figure has never offered franchises in any line of business.

The Franchise Offered

We grant franchises for the operation of a wellness center that offers customers the use of machines which promote bone and muscle health and a vibration plate exercise machine, under the "OsteoStrong" trademark and other related trademarks, service marks, logos, and catch phrases ("Marks").

Our proprietary business format and system ("System") includes distinctive interior and exterior design, décor, color scheme, graphics, fixtures and furnishings, our proprietary products, operations, and customer service standards and procedures, advertising and marketing specifications and requirements, product

offerings (such as supplements), and other standards, specifications, techniques, and procedures that we designate for developing, operating, and managing an OsteoStrong® Center, all of which we may change, improve, and further develop (collectively, our "Standards").

A typical OsteoStrong® Center is located in or adjacent to a major shopping mall, retail strip mall, urban shopping center, or medical office complex located near a large residential population, and ranges between 1,100 to 1,800 square feet. You will operate the Center according to our standard franchise agreement (see Exhibit B), and our standards, specifications, policies, and procedures, which will be communicated to you via our confidential operations manuals and other written directives (collectively, our "Manuals").

Market and Competition

You will provide services and sell products to your customers that are part of the OsteoStrong® standard portfolio and which appeal to health conscious consumers. Although most people can benefit from the OsteoStrong® System, our target market is primarily defined as men and women over the age of 45.

The portion of the health and fitness industry which targets bone and muscle health, specifically, is newly emerging. You will compete with businesses which present themselves to the public as an aid to increased bone density or osteoporosis without medication. You may also compete with various established national and local health clubs, fitness centers and spas, as well as other medical providers of bone density treatments. OsteoStrong® Centers operate year-round and are not seasonal in nature.

Special Industry Regulation

A number of states and local jurisdictions have enacted laws, rules, regulations, and ordinances, which may apply to the operation of your Center, including those which: *(1)* establish licensing and certification requirements for businesses in general; *(2)* establish general standards, specifications, and requirements for the construction, design, and maintenance of the Center location; *(3)* regulate matters affecting the health, safety, and welfare of your customers, such as general health and sanitation requirements for Centers; *(4)* set standards pertaining to employee health and safety; and *(5)* set standards and requirements for fire safety and general emergency preparedness.

In addition, the physical fitness industry, particularly providing services through for-profit clubs, is subject to extensive regulation at the local, state, and federal levels. Many states have enacted specific laws *(1)* regulating membership contract length and terms, advertising, and limitations on pre-opening sales, and *(2)* requiring bonding, buyer's remorse cancellation rights for limited periods (usually three to ten days after sale), and cancellation and partial refund rights for medical or relocation reasons. At the federal level, health clubs who sell memberships on credit may be subject to the federal Truth-In-Lending Act and Regulation Z, and various other credit-related statutes like the Equal Credit Act and Fair Debt Collection Practices Act.

It is solely your responsibility to comply with all applicable laws and regulations, and to obtain and keep in force all necessary licenses and permits required by public authorities. Before purchasing the franchise, we strongly urge you to hire an attorney to review local, state, and federal laws that may affect your operations or impact your operating costs.

ITEM 2
BUSINESS EXPERIENCE

Kyle Zagrodzky: Chief Executive Officer

Kyle Zagrodzky founded the OsteoStrong® concept in July 2011. He has served as our Chief Executive Officer in Nashville, Tennessee since January 2018. Mr. Zagrodzky has served as the President of our affiliate, True Wellness, Inc., since July 2011, in Nashville, Tennessee and as the President of our affiliate, Go Figure, Inc., located in Houston, Texas, since September 1997.

James Youngblood: President

James Youngblood has served as our President in Houston, Texas, since January 2018. Since March 2015, he has also served as the Managing Partner of Youngblood Consulting, Inc. in Houston, Texas.

Matt Zagrodzky: General Counsel

Matt Zagrodzky has served as our General Counsel in Houston, Texas since January 2017. He has also served as the Vice President of our affiliate, Go Figure, Inc., in Houston, Texas, since January 2004.

Johnathan Cole: Vice President of Operations

Johnathan Cole has served as our Vice President of Operations, in Houston, Texas, since May 2018.

Chris Capozzoli: Director of Sales

Chris Capozzoli has served as our Director of Sales, in Millville, Massachusetts, since December 2022. Previously, from November 2020 until December 2022, Mr. Capozzoli served as a salesperson for OsteoStrong also in Millville, Massachusetts. Since January 2020, Mr. Capozzoli has served as the CEO and Co-Founder of RPG Coffee, LLC, and, since November 2012, as the sole owner of Capozzoli Water Management, also in Millville, Massachusetts.

Tammy Epp: Director of Training

Tammy Epp has served as our Director of Training since October 2018 in Houston, Texas. Ms. Epp has also been the Principal of Tamara J Epp LLC since August 2003 in Holdrege, Nebraska.

ITEM 3
LITIGATION

Other than the six actions listed in Exhibit G, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Application Fee

In connection with your franchise application, but not sooner than the expiration of 14 days after you have been provided with a copy of this Disclosure Document, you will pay to us an Application Fee of $150 per individual applicant upon our request. As an example, you anticipate that the franchise be owned by three individuals, or an entity owned by three individuals, the Application Fee will total $450. In 2025, we did periodically waive the Application Fee. The Application Fee is fully earned and nonrefundable upon payment.

Initial Franchise Fee

When you sign the Franchise Agreement, you will pay to us an Initial Franchise Fee of $35,000. In 2025, this fee was imposed uniformly, however, we no longer anticipate that this amount will be uniformly imposed as we do anticipate periodically running promotions that discount this fee. Promotions, if and when offered, will be offered uniformly. The Initial Franchise Fee is considered fully earned and nonrefundable upon payment.

If you qualify for our military veteran's program, the Initial Franchise Fee for your first Center will be discounted by 10%. This discount is available to veterans who have received a discharge (other than dishonorable) as well as any active-duty personnel. If the franchisee is a corporation, limited liability

company, or other legal entity, the veteran participant must maintain at least a 51% ownership interest in the entity to qualify for this discount. To apply for the discount, you must provide us with a copy of form DD-214, reflecting your military status, before the Franchise Agreement is signed.

If you enter into a third or subsequent Franchise Agreement with us, we will discount the Initial Franchise Fee by 5%.

Operations Software Package

Approximately 60 days prior to opening the Center, you will pay to Go Figure $1,500 plus shipping and tax, for the iGo Figure membership and business management software necessary to operate the Center ("Operations Software"). The above fee also includes a bar code scanner and a credit card swiper. In 2025, this fee was imposed uniformly, however, we no longer anticipate that this amount will be uniformly imposed as we anticipate periodically running promotions that discount this fee. Promotions, if and when offered, will be offered uniformly. This fee is considered fully earned and nonrefundable when paid.

Initial Training Fee

When you sign the Franchise Agreement, you will pay to us an Initial Training Fee in the amount of $6,000. This amount includes the tuition and training costs and expenses incurred by us in providing your trainees with our initial training program. In 2025, franchisees paid between $0 and $6,000 for the Initial Training Fee as we did waive this fee for certain existing franchisees. This fee is not uniformly imposed as we do periodically run promotions that discount this fee. Promotions, if and when offered, are offered uniformly. This amount is considered fully earned and nonrefundable upon payment.

Center Design Fee

When you sign the Franchise Agreement, you will pay to us a Center Design Fee in the amount of $9,000 which includes our costs related to the services of a third-party service provider who will assist in the layout, décor, and design elements of the Center. This Center Design Fee is optional for your second and any subsequent Center you elect to open. In 2025, this fee was imposed uniformly, however, we no longer anticipate that this amount will be uniformly imposed as we anticipate periodically running promotions that discount this fee. Promotions, if and when offered, will be offered uniformly. This amount is considered fully earned and nonrefundable upon payment.

Initial Equipment Package

You must purchase your Center equipment from us or our affiliates. On the execution of your Franchise Agreement, you will pay a nonrefundable 50% deposit on the total amount due for your purchase of all required equipment. Afterwards, at least 60 days prior to opening the Center, you will pay the balance owed on the purchase of the equipment. The purchase price for any optional equipment will be paid in full immediately on your receipt of invoice. Equipment will be shipped once it has been paid for in full.

Required Center Equipment

Required Center equipment currently includes our proprietary osteogenic loading equipment, one vibration plate exercise machine, one interactive kiosk, and twelve X3 home gym systems. The total purchase price for the required equipment ranges from $145,945 to $150,763, which includes shipment to the continental united states and a sales tax rate of 6% on the low end and 9.5% on the high end, provided, however, that in the event a refurbished set of our proprietary osteogenic loading equipment is available for purchase, the low range of the total required equipment may reach $130,945. Shipments to Alaska and Hawaii will incur additional shipping costs.

Optional Center Equipment

We also suggest, and you may elect to purchase, optional Center equipment. These include up to two additional vibration plate exercise machines, one water massage lounge device, one group pulsed electro-magnetic field device, two individual pulsed electro-magnetic field devices, one forced plate balance device,

one high intensity variable resistance device, one dynamic air compression device, one individual pulsed electro-magnetic field device and cover, and one red light therapy device. A list of our current suppliers and approved equipment will be provided to you during your opening process. Currently, the total purchase price for this optional equipment ranges from $0, if you elect not to purchase any optional equipment, to $54,130, which includes the purchase of all of the suggested equipment listed, shipping costs throughout the continental United States and the highest likely estimate tax rate of 9.5%.

With an assumed tax rate of 6% on the low end and 9.5% on the high end, the total cost range for the initial Center equipment ranges from $145,945 to $204,893, where the low range does not include any optional equipment. The above-listed prices may be proportionately increased only in the event that our suppliers increase their resale price, wholesale price, or our purchase rate. Payments for optional equipment are uniform for all franchisees and all equipment-related payments are considered fully earned upon payment. If for any reason your Center does not open, to the extent you purchased the equipment from us and not our designated suppliers, we will refund the amount paid to us as part of your purchase of the initial equipment package, less any related costs and expenses incurred in connection with any equipment return. Otherwise, payments made for the purchase of equipment are not refundable for any reason.

Furniture, Signage, and Flooring

You have the option of purchasing your furniture, interior and exterior signage, and flooring from us in accordance with your final center design. Alternatively, you may choose to purchase these items in accordance with our brand Standards from suppliers we approve in advance in writing. If you choose to purchase these items from us, approximately 90 days prior to opening the Center you will place your order for these items with us and immediately pay to us, or to whom we designate, on your receipt of our invoice, the amount due for your order. The invoiced amount will include the placement and assembly (if needed) of the furniture, installation of the flooring, and installation of the interior and exterior signage. The design process will adhere to our most current Center design standards. The following are the expected cost ranges for the items you elect to order from us, where the low range assumes a sales tax rate of 6% and the high end assumes a higher tax rate of 9.5%:

Furniture: $7,384 to $26,646
Signage and Graphics: $5,118 to $19,906
Flooring: $0 to $19,710[1]

Note 1. The low range for flooring assumes that the site you secure for your Center already includes flooring acceptable by us for use in your Center.

The above-listed prices may be proportionately increased in the event that our suppliers increase their retail or wholesale prices. All furniture, signage, and flooring related payments made to us are uniform for all franchisees and not refundable for any reason.

Proprietary Digital Marketing Lead Generation Expenditure

We have developed a proprietary digital marketing lead generation system which includes marketing strategies through social media channels, pre-sale assistance, online training and coaching, and monitoring of system performance. The current fee for participation in the proprietary digital marketing lead generation system includes a one-time $500 set up fee, a monthly administrative fee of $997 per month and an ad spend fee ranging from $1,000 to $3,000 per month. While there is a minimum required ad spend of $1,000, any additional ad spend may be made for additional $500 increments at your discretion. Currently, we require that you participate in this marketing program during the period beginning at least two full months prior to the date your Center will open for business through the third full month after your Center opens for business. After this period, participation is currently optional. During this initial five-month period, the above-described costs range from $10,485 to $20,485, where the low range includes the minimum ad spend of $1,000 per month and the high range includes the higher ad spend amount of $3,000 per month. As these fees are dependent on third party provider charges, the fees are subject to change. We reserve the right to

revise the list of services offered, and to modify or terminate the digital marketing system, as well as participation requirements, at our discretion. This amount is not uniformly imposed as we may offer periodic discounts. Discounts, when offered, are offered uniformly. This amount is nonrefundable for any reason.

Lead Acquisition Fee

You will also pay to us $50 per lead, for prospective member leads we generate for your Center. We may begin generating leads for your Center as early as two or three months prior to your Center's opening. This fee is separate and apart from expenditures related to our proprietary digital marketing lead generation program and we do not guarantee any or a minimum number of leads nor do we cap the number of leads which may be generated per month. This amount is totaled and billed monthly, is applied uniformly, and is nonrefundable. We may not increase this fee by more than 10% per year.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee	7% of Gross Revenues, and beginning in the 13th month of operation, the greater of 7% of Gross Revenues or $1,500 per month	Monthly	Payable by credit card or other method we specify. Subject to increase by an amount not to exceed the increase in Consumer Price Index.
Advertising Fee	1% of Gross Revenues	Monthly	See Item 11 for more information about our right to impose an Advertising Fee. Subject to increase by an amount not to exceed the increase in Consumer Price Index.
Proprietary Digital Marketing System	An administrative fee of $997 per month plus an additional ad spend ranging from $1,000 to $3,000 per month.	Monthly, however, this fee is optional after your third month of operations	See Item 11 for our current proprietary digital marketing system. This fee is in large part due to third party providers and therefore the fee as well as your minimum expenditure requirement is subject to increase up to the actual cost(s) as set by the third party providers and up to 20% per year on the portion of the fee set by us.
Lead Acquisition Fee	$50 per lead generated	Monthly	You will pay to us $50 per lead for prospective member leads we generate for your Center. This fee is separate and apart from expenditures and leads related to our proprietary digital marketing lead generation program. Please note that we do not guarantee any or a minimum number of leads nor do we cap the number

Type of Fee[1]	Amount	Due Date	Remarks
			of leads which may be generated. This amount is totaled based on actual leads generated and billed monthly. We may not increase this fee by more than 10% per year.
Technology Fee	$250 per month	Monthly	The Monthly Technology Fee is used for the development and implementation of our online and digital systems such as e-mail, Center microsite setup and hosting, and other System internet and technology related uses and functions. We reserve the right to increase this fee by up to 50% per year and change the services offered or provided.
Education Fee and Spectrum License Fee	$350 per month	Monthly	The Monthly Education Fee is used for the development and implementation of education and training programs, materials, initiatives, events, travel/visits, and related technologies. The Spectrum License Fee is payable for the software functionality of the Spectrum equipment. We reserve the right to increase this fee by up to 50% per year and change the services offered or provided.
Operations Software Expenditure	$149 per month	Monthly	You must execute a maintenance agreement with our affiliate, Go Figure, the manufacturer of the Operations Software System, and pay the monthly service fees to Go Figure or its designee. This expenditure estimate also reflects the current monthly fee for QuickBooks Online which must be paid separately to our supplier (See Item 11). As these are third-party costs, this fee is subject to increase up to the actual costs set by the designated operations software provider.
Compliance Administration Fee	$300 per month	Upon demand	Only assessed if you do not comply with the requirements we

Type of Fee[1]	Amount	Due Date	Remarks
			establish for the operation of your Center.
Additional On-Site Training	$500 per attendee or trainer, as applicable, per day, plus our related out-of-pocket costs	Upon demand	See Item 11 for more information about our additional training services. We reserve the right to increase this fee by up to 50% per year.
Renewal Fee	$5,000 plus reimbursement of our expenses	Before renewal	See Item 17 for more information about conditions on renewal.
Holdover Amounts	Royalty Fee and Advertising Fee payments will equal 125% of the rates described in your Franchise Agreement	Monthly	If you continue to operate the Center after the expiration of the initial term before completing the requirements to renew, the Royalty Rate and Advertising Fee will automatically increase at the initiation of any holdover period.
Audit Costs	Amount disclosed in the audit, plus our costs to conduct the audit	Upon demand	Audit costs must be reimbursed only if the audit was necessary because of your failure to report to us or the audit shows an understatement of any amount required to be reported to us by 2% or more.
Interest/Late Charges and Charges for Nonpayment	18% per year or the highest interest rate permitted by the jurisdiction in which the Center is located, whichever is less; $100 (which we can increase annually by an amount not to exceed 10% of our previously published fee) plus reimbursement of our costs and expenses from your non-payment	Upon demand	Payable only if you fail to make payments by the applicable due date. Charges for nonpayment are payable only if any check, draft, electronic or other payment is unpaid because of insufficient funds or otherwise.
Transfer Fee – (payable if you are an individual transferring to a business entity for convenience of operation)	$500, plus our related expenses	Before transfer	See Item 17 for more information about restrictions and conditions of transfer.
Transfer Fee – (payable if your Owners are transferring among themselves or	$5,000, plus our related expenses	Before transfer	See Item 17 for more information about restrictions and conditions of transfer.

Type of Fee[1]	Amount	Due Date	Remarks
transferring a minority ownership interest to one or more third parties)			
Transfer Fee (payable if you are assigning your interest in the Franchise Agreement, transferring all, or substantially all, of the assets of the OsteoStrong® Center, or your Owners are transferring a controlling interest)	$21,000, plus our related expenses	Before transfer	See Item 17 for more information about restrictions and conditions of transfer.
Private or Public Offer of Securities	Reimbursement of our expenses in having the offering materials reviewed by our legal counsel	60 days before offer of the securities	No offering shall imply in any manner whatsoever that we are participating in an underwriting, issuance, or offering of your securities.
Costs and Attorneys' Fees	Actual fees incurred	Payable as incurred	You must reimburse us for our expenses in enforcing or terminating the Agreements.
Indemnification	An amount equal to the value of all losses and expenses that we incur	Upon demand	You must indemnify us from all losses and expenses incurred in connection with any action or omission arising from your operation of your OsteoStrong® Center.
Affiliate Program	$15 per lead; $50 per new member (we anticipate new members will be signing up for a one-month prepaid membership)	As incurred	We do anticipate implementing a lead referral program through which contracted affiliates agree to promote the OsteoStrong® system and funnel leads to Centers who opt-in to participate in the program. Payments will be made to us.

Notes:

Note 1. Unless otherwise stated, all fees payable to us are uniformly imposed and nonrefundable. The Royalty Fee and Advertising Fee, Renewal Fee, Proprietary Digital Marketing System fees, and Transfer fees, however, are not uniformly imposed. All fees in the above chart are payable to us or our affiliate, Go Figure.

Note 2. Gross Revenues means the aggregate of: (1) all revenue from the sale of products and services, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to collect, that you, in the normal course of your operations would credit or attribute to the operation of an

OsteoStrong® Center; (2) all monies, trade value, or other things of value that you receive from Center operations at, in, or from the Center premises that are not expressly excluded from Gross Revenue; and (3) business interruption insurance proceeds. Gross Revenues does not include: (a) the exchange of merchandise between OsteoStrong® Centers (if you operate multiple Centers) if the exchanges are made solely for the convenient operation of your business and not for the purpose of depriving us of the benefit of a sale that otherwise would have been made at, in, on or from the Center premises; (b) returns to shippers, vendors, or manufacturers; (c) sales of fixtures or furniture after being used in the conduct of the Center; (d) cash or credit refunds for transactions included within Gross Revenues (limited, however, to the selling price of merchandise returned by the purchaser and accepted by you); and (e) the amount of any city, county, state or federal sales, luxury or excise tax on such sales that is both (i) added to the selling price or absorbed therein and (ii) paid to the taxing authority by you. Customer refunds may be deducted from Gross Revenues if the charge was previously included in Gross Revenues.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

OsteoStrong® Center

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Application Fee	$150 - $450	Lump Sum	When you apply for an OsteoStrong® franchise	Us
Initial Franchise Fee	$35,000	Lump sum	When Franchise Agreement is signed	Us
Operations software package and computer hardware[1]	$2,500 - $3,500	Lump sum; As arranged	When Franchise Agreement is signed; As incurred	Go Figure; Third party suppliers
Initial Training Fee	$6,000	Lump sum	When Franchise Agreement is signed	Us
Center Design Fee	$9,000	Lump sum	When Franchise Agreement is signed	Us
Initial Equipment Package[2]	$145,945 - $204,893	As arranged	As incurred	Us; Our affiliates; Designated suppliers
Furniture, signage (interior and exterior), and flooring[3]	$12,502 - $62,262	As arranged	As incurred	Us; Approved suppliers
OsteoStrong Proprietary Digital Marketing System[4]	$10,485 - $20,485	As arranged	Monthly	Us
Training-related expenses[5]	$1,000 - $5,500	Lump sum	As incurred	Airlines, hotels, and restaurants

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Lease payments (3 months) plus security deposit (1 month)[6]	$7,500 - $27,000	As arranged	As incurred	Landlord
Equipment Storage[7]	$0 - $800	As arranged	As incurred	Storage company
Leasehold Improvements[8]	$10,000 - $175,000	As arranged	As required	Contractors and third party suppliers
Utility Deposits[9]	$250 - $2,000	As arranged	Before opening	Utility companies
Blue prints, plans, and permits	$500 - $2,000	As arranged	Before opening	Your architect or engineer and governmental agencies
Government permits and licenses	$100 - $2,000	As arranged	As arranged	Government agencies
Insurance deposits and premiums (including statutory workers' compensation) (3 months)	$600 - $1,200	As agent requires	Before opening	Insurance carriers
Professional fees (legal and accounting)[10]	$500 - $5,000	As arranged	As incurred	Your accountant, attorney, and other professionals
Additional funds (3 months)[11]	$33,650 - $53,650	As arranged	As incurred	Varies
Grand Total[12]	$275,682 - $615,740			

Notes:

Note 1. Initially you will purchase two separate user licenses for the Operations Software, which includes the Go Figure membership and business management software and QuickBooks Online. As your Center grows, you may need to purchase additional user licenses. In addition to the Operations Software, each Center must have at least one computer, one monitor (however we recommend two monitors), and one multi-functional printer. You must also purchase and install the latest version of Microsoft operating system compatible with the iGo Figure software.

Note 2. While you must purchase your required Center equipment from us, you may elect to either purchase or lease the remainder of the approved equipment for your Center. The low amount in the chart includes your purchase price for the required equipment which includes our proprietary osteogenic loading equipment, one vibration plate exercise machine, one interactive kiosk, and twelve X3 home gym systems.

The higher amount in the range includes the required Center equipment as well as the optional equipment approved by us. The optional equipment included in the higher range includes: two additional vibration plate exercise machines, one water massage lounge devices, one group pulsed electro-magnetic field device, one dynamic air compression device, one individual pulsed electro-magnetic field device and cover, and one red light therapy device.

If for any reason your Center does not open (other than in the event the parties mutually agree to extend the originally established Opening Date), then to the extent you purchased the equipment from us and not our designated suppliers, we will refund the amount paid for the Initial Equipment Package, less any related costs and expenses incurred in connection with any equipment return.

Note 3. You may, at your option, purchase your furniture, interior and exterior signage, and flooring from us in accordance with your final Center design. As you are not required to offer products for retail sale in your Center, the lower estimate excludes retail-related expenses. The lower range also assumes that the site you have secured for your Center already includes flooring acceptable by us for use in your Center. Alternatively, you may choose to purchase these items in accordance with our brand Standards from suppliers we approve in advance in writing.

Note 4. The low range includes the amounts payable for our proprietary digital marketing system during the required five-month participation period prior to Center opening with a minimum ad spend of $1,000 per month for the five-month period. The high range includes the amounts payable for our proprietary digital marketing system during the required five-month participation period prior to Center opening with a higher ad spend amount of $3,000 per month for the full five-month period.

Note 5. The range in expenses includes both your expenses in traveling to and attending our initial training program as further described in this paragraph, as well as the expenses you will cover for our trainers when they travel to your Center location to provide per-opening training. You must make arrangements for, and pay the expenses of, each individual who attends our initial training program, where each of your owners and, in some instances designated managers, are required to attend. Such expenses will include transportation, lodging, meals, and wages. The amount expended will depend, in part, on the distance you must travel, and the type of accommodation you choose. The figures in the chart represent the estimated cost for two individuals attending our initial training program. You will also be asked to pay for the travel, including flight and rental car, lodging, and per diem dining costs for our trainers who provide you with required on-site pre-opening assistance. We may direct you to coordinate the dates and timing with your trainer and then arrange for and pay the third party provider directly.

Note 6. We reserve the right to approve the location of your Center, and you must construct, remodel, alter, and improve the location to our specifications. You must purchase or lease commercial retail space with 1,100 to 1,800 square feet of useable square feet. Commercial real estate costs vary greatly and too many variables exist to provide an estimate for the cost of real estate, including buying versus renting space, the geographic location of your Center, the size and layout of the space and your personal preference as to space. A typical Center will be located in a major shopping mall, retail strip mall, urban shopping center, or medical office complex located near a large residential population. We recommend the space for your Center be located in a secondary rent location to reduce your monthly rent. We must accept your Center's proposed site before you sign a lease. The figures in the chart reflect a security deposit equal to one month's rent, plus base rent for the first three months, but do not include payment of common area maintenance charges or any other charges that may be imposed. We strongly recommend that you consult with a commercial realtor in your area before deciding to purchase a franchise.

Note 7. In the event the equipment for your Center is delivered prior to the location being move-in ready, you will need to secure a storage space for the equipment. You may elect to use existing space, such as a residential car garage or to rent storage for a month or two until the equipment can be moved to the Center. You will be responsible for moving the equipment from storage to your Center.

Note 8. Construction and remodeling costs vary widely depending upon the location, design, configuration, and condition of the premises, the condition and configuration of existing services, and facilities such as air conditioning, electrical and plumbing, and the terms of your lease. The low figure in the chart assumes a space that requires minimal improvement, if any. The high figure in the chart includes a general contractor's fee, contractor's insurance, materials and supplies, tools, labor and subcontractor fees, and other costs to construct leasehold improvements conforming to our standards. Your costs may exceed the higher range, however, depending on your area, union requirements, and other local construction requirements.

Note 9. Security deposits are generally required by utility providers, and equipment lessors. Amounts will vary depending on utility provider policies, provisions of various leases, and your credit rating.

Note 10. We strongly recommend that you hire your own attorney to help you evaluate this franchise offering, to identify the laws and regulations that may apply to your Center, to help you set up a business entity, to review and negotiate your lease, to assist you in adapting the Form Membership Agreement to laws and regulations in your state or locality, and for whatever other purpose you deem appropriate.

Note 11. The estimates in the above table do not include managerial salaries or any payments to you. These estimates also do not take into account finance payments, charges, interest, and related costs you may incur if any portion of the initial investment is financed. These amounts are the minimum recommended levels to cover operating expenses, including your employees' salaries for three months. The low end of the range assumes you and your family members operate the Center without salaries and the high end of the range assumes you hire three non-managerial employees. However, we cannot guarantee that those amounts will be sufficient. Additional working capital may be required if sales are low or fixed costs are high. We relied on our founder's operating experience in compiling these working capital estimates.

Note 12. All amounts due to us are non-refundable, unless otherwise noted.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Initial Equipment Package

You must purchase from us, or purchase or lease from our designated suppliers, and through our approved sales channels, all fitness and exercise equipment we require for an OsteoStrong® Center. The Initial Equipment Package currently includes both mandatory and optional equipment, which you must purchase from us, or lease from designated suppliers. The required equipment for the Center currently consists of our proprietary Spectrum® osteogenic loading equipment, one vibration plate exercise machine, and one interactive kiosk. Optional approved equipment may include up to additional vibration plate exercise machines, one water massage lounge devices, one group pulsed electro-magnetic field device, one dynamic air compression device, one individual pulsed electro-magnetic field device and cover, and one red light therapy device. A list of our current suppliers and approved equipment will be provided to you during your opening process.

Inventory

You must stock the Center with a sufficient amount of health supplements (if applicable), promotional merchandise, and other related products and inventory items we deem necessary to meet your customer demand. All supplements and inventory offered for sale at your Center must be purchased from us, our designated suppliers, or in accordance with our standards and specifications, as communicated to you in our Manuals, which includes our approved supplier white sheets. Currently, we do not require that you offer and sell health and nutritional supplements at your Center.

Marketing and Promotional Materials; Items Bearing our Marks

You must purchase from us or our designated suppliers all marketing, advertising, and promotional materials, including business cards, stationery, brochures, flyers, postcards, posters, advertisement templates, and any other promotional or business marketing tools we use, or might use, as a part of the System.

Any items, including all merchandise and any promotional items, which bear or include our Marks, must be purchased from us or our designated suppliers to ensure brand consistency within the OsteoStrong® System.

Computer Hardware and Software Requirements

You must license from our affiliate, Go Figure, the latest version of the Operations Software we require on all computer terminals accessible by those employees designated in the Manual. You must also enter into a maintenance agreement with Go Figure and pay all associated fees. It is important to note that the Go Figure software will only operate in conjunction with a Windows operating system, therefore, you must purchase and install the latest version of Microsoft operating system, whichever is required by Go Figure. We also require that you license through us, or an approved third-party supplier, the use of QuickBooks Online software. We are not restricted from requiring you to purchase and install software in addition to that which we currently require. Should we designate such additional software for your use in connection with the Center, you must purchase the required software from our designated suppliers, or in accordance with our specifications, and agree to any applicable agreement, such as an end user license agreement. Upon request, you must provide us with access to your detailed financials in QuickBooks or other locations you may have that information most readily available within seven business days of the request.

You may purchase computer hardware from the supplier of your choice, but in accordance with our specifications, however, you must purchase your bar code scanner, credit card swiper, OsteoStrong® key tags, and web camera from us or our affiliate.

You must maintain at all times a sufficient number of OsteoStrong® key tags to meet your customer demand. Your initial and on-going inventory of key tags, bar code swipers, and other member access and identification related items must be purchased from us or other designated suppliers.

Payment Processing Services

We may require you to enter into a merchant services agreement with our designated supplier for payment processing and fund transfer services (i.e. ACH, EFT).

Fixtures, Furniture, and Additional Materials, Supplies, and Products

We may designate suppliers from whom you will be required to purchase certain fixtures, furnishings, equipment, uniforms, supplies, marketing materials, forms, computer hardware, software, routers, and peripheral equipment and other products, supplies, services, and equipment, other than proprietary products, which you may or must use or sell at or through the Center. You may use, offer, or sell only those non-proprietary products that we expressly authorize, and you may purchase them from (i) us or our affiliates, (ii) suppliers we designate, or (iii) suppliers you select that we approve in advance in writing.

Insurance

You must maintain insurance that we determine is necessary or appropriate for liabilities caused by or occurring in connection with the development and operation of the Center, which must include the following minimum coverages:

(1) Comprehensive general liability insurance including coverage for bodily injury, personal injury, products liability, blanket contractual liability, broad form property damage, non-owned automobiles, completed operations and property damage on an occurrence basis with policy limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate;

(2) Property Insurance written on an "All Risks" or "Special Form" policy with limits of insurance of not less than the full replacement value of the Center, and its furniture, fixtures, equipment, inventory and other tangible property;

(3) Business Interruption and Extra Expense coverage to include rental payment continuation for a minimum of 12 months, loss of profits and other extra expenses experienced during the recovery from property loss;

(4) Workers' Compensation Coverage and such other insurance as may be required by statute or rule of the state or locality in which the Center is located and Employer's Liability coverage in the amount of $1,000,000 per person, $1,000,000 in the aggregate and $1,000,000 for occupational disease;

(5) Employment Practices Liability insurance in the amount of at least $100,000 for each claim and $100,000 in the aggregate as well as third party coverage and wage and hour coverage;

(6) Professional Liability insurance in the amount of $1,000,000 for each claim and $1,000,000 in the aggregate; and

(7) Contents Liability coverage to include physical damage with a limit of $100,000.

In the event you elect to provide services to professional athletes, none of your applicable insurance coverages, as outlined above, may exclude coverage for professional athletes. We have the right to establish and modify the minimum coverages required, and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards, or other relevant changes in circumstances. All such insurance policies must name us as additional insured, include any endorsements we may require (including an alternate employer endorsement under Employer's Liability policy) and include a waiver of subrogation in favor of us and our affiliates, and each company's officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees.

Supplier and Equipment Approval

We will provide you with our Manual and various supplemental bulletins and notices that will contain the specifications, standards, and restrictions on your purchase of products, equipment, and services. Upon request, we will furnish to you an approved list of suppliers which we may update periodically.

If you desire to purchase products from a supplier other than our approved suppliers or equipment other than our approved equipment, you must submit a written request to us for approval of the proposed supplier or equipment, together with any evidence of conformity with our standards and specifications as we may reasonably require, or will request the supplier itself to do so. We may inspect and evaluate the supplier's facilities and the products or the equipment before we approve or disapprove your proposed supplier or equipment. You may not use a supplier or equipment before you receive our written approval. A supplier of any proposed product or equipment must demonstrate to our reasonable satisfaction that it can supply an item meeting our standards and specifications for the item, that it is in good financial standing in the business community, and that its products and services are reliable. We will provide you with our specifications, standards, and our criteria for approval of suppliers, and will generally approve or disapprove a proposed supplier within 30 days following our receipt of all the information we require to thoroughly evaluate the proposed supplier. Your request is not automatically approved if we do not provide you with our approval or disapproval within this time frame. We will notify you if and when we no longer approve a previously approved supplier, product, or equipment. A supplier must continually adhere to our standards and specifications to maintain its approval. We reserve the right to condition our approval of any proposed product or equipment on such terms we decide at our discretion, including your execution of a general release in our favor, your agreement to obtain additional related insurance and to attend additional training, and your agreement to a test period.

Except with respect to Center equipment; supplement inventory; the Go Figure and QuickBooks Online software; membership, credit card, and security-related hardware; marketing materials, merchandise, and

other items bearing our Marks; credit card processing, and other technical support services implemented over time; neither we nor our affiliates are an approved supplier for any other goods or services.

Kyle Zagrodzky, our Founder and Chief Executive Officer, and Matt Zagrodzky, our General Counsel, each hold an ownership interest in our affiliate, Go Figure. Jimmy Youngblood holds an ownership interest in Youngblood Consulting, which sells to OSF red-light equipment, kiosk equipment, and other equipment components. None of our other officers own any interest in any other supplier. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

We currently have agreements in place to receive $2,000 to $3,000 for each franchisee purchase of certain models of water massage beds, $500 to $1,000 for each franchisee purchase of a group pulsed electro-magnetic field device, 3% to 12% of the purchase price for each franchisee purchase of an individual pulsed electro-magnetic field device, $25 for each franchisee purchase of a high intensity variable resistance system, 10% to 19% of the purchase price for each franchisee purchase of compression and pulsed recovery items, 60% of the margin on each franchisee purchase of a water ionization system, 10% to 15% of the purchase price for franchisee purchases of nutrition supplements, 8% of the purchase price for franchisee purchases of certain print and promotional items; and $200 per month per center on certain digital marketing and advertising services. We and our affiliate, Go Figure, will also derive revenue from your purchases and leases to the extent that you purchase and lease items from us, as applicable.

During our fiscal year ending December 31, 2025, we derived $3,897,262.78 in revenue as a result of franchisee purchases, which is 30.95% of our total revenues of $12,590,775 for the year then-ended. Also, during its fiscal year ending December 31, 2025, Go Figure derived revenue in the amount of $431,400 for the iGo Figure® software license and related maintenance fees, proprietary supplies, ACH, EFT, and credit card processing services as well as for Spectrum® software support and Spectrum® equipment setup.

We have the right to change our System requirements, suppliers, and/or vendors at our discretion. If we do so, you will be responsible for the related costs to comply with the new Standards.

We estimate that your required purchases and leases will range from 60% to 80% of your total initial investment (not including the initial franchise fee) and from 50% to 70% of your ongoing purchases and leases in the operation of the Center.

Currently, there are no purchasing or distribution cooperatives in existence with respect to the franchise system. We anticipate that we will negotiate purchase arrangements with suppliers for the benefit of our franchisees.

Franchised Location and Lease

You must acquire a site for your Center that meets our site selection criteria and that we approve. If you occupy the Center according to a commercial lease, before you sign the lease, you must provide us a copy of the lease, which must contain the basic lease terms we specify. If the lease does not contain our specified lease terms, we may, in our sole discretion, withdraw our approval of the selected site. (See Lease Addendum, attached as Attachment F to the Franchise Agreement).

You must construct, equip, and improve the Center in compliance with our current design standards, and trade dress. You must purchase and install, at your expense, all millwork and customized fixtures, furnishings, equipment (including a point-of-sale cash register system), décor, and signs from our designated or approved third party suppliers.

Description of Purchasing Cooperatives; Purchasing Arrangements

We may negotiate purchase arrangements with primary suppliers for the benefit of franchisees. If we negotiate a purchase agreement for the region where your Center is located, you must participate in the purchasing program. Presently there are no purchasing or distribution cooperatives in existence for the

franchise system. Go Figure will also derive revenue from the designated supplier of payment processing services.

We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

These tables list your principal obligations under the franchise and other agreements. They will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section(s) in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 3.1. and 3.3.	Items 8 and 11
b. Pre-opening purchases/leases	Sections 3.4., 6.5., 6.6. and 10.1.	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 3.2., 3.4., 5.1. and 5.2.	Items 7, 8 and 11
d. Initial and ongoing training	Sections 5.1., 5.3., 5.5., 5.6. and 5.7.	Items 6 and 11
e. Opening	Sections 3.5. and 5.2.	Item 11
f. Fees	Sections 4.1., 4.2., 4.3., 4.9., 4.10., 9.2., 9.3., 9.4., 12.3. and 12.4.	Items 5, 6, 7, 8 and 11
g. Compliance with standards and policies/ Operating Manual	Article 8	Item 8, 11, 14 and 16
h. Trademarks and proprietary information	Article 7	Items 11, 13 and 14
i. Restrictions on products/services offered	Sections 6.4., 6.5., 6.6., 6.7. and 6.8.	Items 8 and 16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	Sections 6.5., 6.6. and 8.2.	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 6.7. and 6.10.	Items 7, 8 and 11
n. Insurance	Section 11.2.	Items 7 and 8

Obligation	Section(s) in Franchise Agreement	Disclosure Document Item
o. Advertising	Article 9	Items 6 and 11
p. Indemnification	Section 11.3.	Items 6 and 12
q. Owner's participation/ management/staffing	Sections 6.2. and 6.3.	Item 15
r. Records and reports	Sections 10.4., 10.5. and 10.6.	Item 6
s. Inspections and audits	Section 10.7.	Items 6 and 11
t. Transfer	Article 12	Items 6 and 17
u. Renewal	Section 2.2.	Items 6 and 17
v. Post-termination obligations	Article 14	Items 6 and 17
w. Non-competition covenants	Article 15	Item 17
x. Dispute resolution	Article 19	Item 17
y. Guaranty	Section 18.6.	Item 15

ITEM 10
FINANCING

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

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

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

Pre-opening Obligations.

Before you open the Center for business:

1. We will provide you with available pre-determined territory options, one of which you will select and in which you must locate your Center before you sign the Franchise Agreement. We will approve or refuse to approve the specific Center site within 30 days of receiving all requested information. (Franchise Agreement, Sections 3.1. and 3.2.)
2. We will admit all of your Owners to our initial training program, which is described below. You will pay a reasonable tuition fee for any additional attendees you request, and we permit to participate in our initial training program. (Franchise Agreement, Section 5.1.)

3. We will provide you with access to a digital copy of our Manuals. (Franchise Agreement, Section 8.1.) The Table of Contents of our Confidential Operations Manual is attached to this disclosure document as Exhibit E. Our Manual contains 185 pages.

4. We will provide such pre-opening consultation and advice as we deem appropriate, which may include advice with regard to the development and operation of the Center, building layout, furnishings, fixtures, and equipment, plans and specifications, employee recruiting, selection, and training, purchasing and inventory control, and such other matters as we deem appropriate. (Franchise Agreement, Section 5.4.)

Continuing Obligations.

During the operation of the Center:

1. We will provide such ongoing consultation and advice as we deem appropriate, which may include information about new service and product development, instruction concerning the operation and management of the Center, advertising and marketing advice, and financial and accounting advice. (Franchise Agreement, Section 5.5.)

2. We will communicate to you information about our approved and designated suppliers. (Franchise Agreement, Section 6.6.)

Advertising

Currently, our advertising program for the products and services offered by the OsteoStrong® Centers consist of online marketing campaigns, dissemination of direct mail, brochures, and press releases, other print media, as well as outreach osteoporosis awareness presentations and bone density screenings. Our advertising materials are created in-house; however, we may use the services of an outside agency in our sole discretion.

We will maintain control over all promotional and marketing materials to be used in your Center. You may, at your option and at your expense, submit to us proposed materials. If we approve the materials, we will use our best efforts to notify you within 15 days of our receipt of the materials. Materials that are not approved within this 15-day period are considered not approved.

We do not require you to contribute to an advertising fund, but we impose an Advertising Fee calculated as the greater of 1% of Gross Revenues or $500 per month. The Advertising Fee will be used to compensate us for creating and producing, advertising, and marketing promotion materials and public relations that we make available to you for purchase or to use at no additional cost.

The Advertising Fee monies will not be held in a trust or escrow account, and we will not have any fiduciary obligations to you with respect to the Advertising Fee. Advertising Fee monies are not audited and, as Advertising Fees are not subject to the restrictions of a fund, no financial statements related to advertising fees will be available for review by franchisees. We will determine the use of the Advertising Fee monies. We will not be required to spend any particular amount on marketing, advertising, or promotion in the area in which your Center is located, nor any pro rata amount based upon your Advertising Fee contribution.

You are not required to participate in local or regional advertising cooperatives. We do not currently have an advertising council composed of franchisees.

OsteoStrong Proprietary Digital Marketing System

We have developed a proprietary digital marketing lead generation system which includes marketing strategies through social media channels, pre-sale assistance, online training and coaching, and monitoring of system performance. The current fee for participation in the proprietary digital marketing lead generation system includes a one-time $500 set up fee, a monthly administrative fee of $997 per month and an ad spend ranging from $1,000 to $3,000 per month. While there is a minimum required ad spend of $1,000

per month, any additional ad spend may be made at additional $500 increments at your discretion. Currently, we require that you participate in this marketing program during the period beginning at least two full months prior to the date your Center will open for business through the third full month after your Center opens for business. After this period, participation is currently optional. As these fees are dependent on third party provider charges, the fees are subject to change and increase up to the actual cost(s) as set by these third party providers and up to 20% per year on the portion of the fee set by us. We reserve the right to revise the list of services offered, and to modify or terminate the digital marketing system, as well as participation requirements, at our discretion.

Lead Acquisition Fee

We also impose a Lead Acquisition Fee of $50 per lead for prospective member leads we generate for your Center. We may increase this fee by up to 10% per year. We may begin generating such leads up to three months prior to your Center opening and continue, at our discretion, throughout the term of your Franchise Agreement. This fee is separate and apart from expenditures and leads related to our proprietary digital marketing lead generation program. Please note that we do not guarantee any or a minimum number of leads nor do we cap the number of leads which may be generated in a particular month. This fee amount is totaled based on actual leads generated and billed monthly.

Computer Systems

You must license from our affiliate, Go Figure, the use of our required Operations Software. Our Operations Software generates customer data, membership data, processes recurring payments and point of sale purchases, inventory, employee compensation, and other business reports, information and other relevant features and statistics needed for the operation of an OsteoStrong® Center. You must ensure that the Operations Software is connected to the Internet via a high-speed Internet connection at all times. The Operations Software will only operate in conjunction with a Windows operating system. Therefore, in addition to the Operations Software, you must purchase and/or license, install, and maintain the latest version of Microsoft operating system on your computer. You must also license through us and use in connection with the Center QuickBooks Online software.

With respect to computer hardware, you are required to purchase and install a minimum of one computer, one monitor, and one multi-functional printer. Updates or replacement of computer hardware and software may be required. There is no contractual limitation on the frequency or cost of these obligations. All computer system hardware requirements must be purchased in accordance with our specifications.

The approximate cost to purchase the required computer system hardware and other software ranges from $2,500 to $3,500. This includes the $1,500 you will pay to Go Figure for your initial set-up fee to use the Operations Software, a barcode scanner and a credit card swiper. You must also use QuickBooks Online, which is currently $30 per month.

Before you may use the Operations Software, you must execute the software license agreement required by Go Figure, a copy of which is included in Exhibit C of this disclosure document, as well as any other agreements required by suppliers. The current total for software licensing fees for all of the Operations Software, including Go Figure and QuickBooks Online currently totals $149 per month. These fees are subject to increase by Go Figure and suppliers only up to the actual costs as set by Go Figure and other third party suppliers. Go Figure provides updates and upgrades to the Operations Software during the term of the franchise at no additional charge to you.

We have also established an Technology and Education Fee, currently $600 per month, where a portion of these fees are for the use of our online systems such as e-mail, Center microsite setup and hosting, and which we may use to offset our costs and expenses related to software and technology related costs as intranet development, support, maintenance, and related costs; software or application development, customization, and implementation; online or Internet or digital related support; hardware and/or software support; and other such technologically-related activities. The Technology and Education Fee also includes

the Spectrum® License Fee for the use and function of your Spectrum® osteogenic loading equipment which is dependent on the Spectrum® software which operates the equipment. This software is licensed to you by us under the Spectrum® Software License Agreement included as Attachment K of the franchise agreement included in this disclosure document. There is no initial license fee due to us, however the recurring license fee is included in the Technology and Education Fee.

At our request, you must install at the Center and maintain interactive multi-media equipment, devices, and facilities that we require, including approved music systems, wireless internet, and interactive displays.

You must (a) use any proprietary software programs, system documentation manuals, and other proprietary materials that we require in connection with the operation of the Center; (b) input and maintain in your computer such data and information as we prescribe; and (c) purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever we adopt new or upgraded programs, manuals and materials system-wide. You must enter into all software license agreements, "terms of use" agreements, and software maintenance agreements, in the form and manner we prescribe, and pay all fees that we or the software provider may impose.

We may independently poll your active members, gross sales, and other information input and compiled by the software we require you to use from a remote location. There is no limitation on our right to access this information. We own all data obtained from your software and records, and we are not restricted on how we choose to use the data.

Except as described above, neither we, nor our affiliates, nor any third parties, must provide ongoing maintenance, repairs, upgrades, or updates to your computer system or other computer equipment. Except as described above, there are currently no optional or required maintenance/upgrade contracts for the computer system or other computer equipment.

Initial Training Program

Within a reasonable time after you sign a Franchise Agreement for the Center, and generally no later than three weeks before the opening of your OsteoStrong® Center, we will provide initial training that your Managing Owner and your Center Manager (if not the Managing Owner) must attend or access online, which must be completed to our satisfaction. If you are both the Managing Owner and the Center Manager, you may have one other employee attend this training. Our initial training program will be held either at a classroom facility that we designate near an OsteoStrong® Center, at a certified training center that we designate, or through our online learning system. We will provide in-person training, the instructor(s), a digital training manual, and other materials as a part of our Initial Training Fee.

The initial training program is available online or held on an as-needed basis over a period of three days. The program is developed in part and overseen by our Chief Executive Officer, Kyle Zagrodzky, whose experience in the health and fitness industry dates back to September 1997, and who, as founder, has been with us since our inception. Assisting Mr. Zagrodzky in overseeing training is John Jaquish, Ph.D., who has over 10 years of experience in the field of osteogenic loading, biomedical engineering, and the design and development of the Spectrum® equipment and who has been with us since October 2015. We may also utilize the services of other individuals to assist in training.

TRAINING PROGRAM

Subjects	Hours of Classroom Training[1]	Hours of On the Job Training	Location
Equipment training, function and maintenance	7	6	A designated training center determined by us, or web-based courses.
Operations Software and other business operations	5	3	A designated training center determined by us, or web-based courses.
Site selection and site condition	2	0	A designated training center determined by us, or web-based courses.
Sales	7	5	A designated training center determined by us, or web-based courses.
Marketing, Grand Opening and Ongoing Marketing	12	8	A designated training center determined by us, or web-based courses.
Franchisee Obligations and Operations	5	2	A designated training center determined by us, or web-based courses.
Modalities	10	2	A designated training center determined by us, or web-based courses.
TOTAL	48	26	

Note 1. A portion of the "Hours of Classroom Training" are provided virtually through our virtual education platform.

We may make available additional courses, seminars, and other training programs as we consider appropriate. For any in-person training, we will provide the training, the instructor(s), a digital training manual, and other materials without charge for your first two trainees.

If during the term of your franchise, you request additional on-site training, we may, at our discretion, provide additional on-site training, and you agree to pay our current daily rate for providing such assistance. You also must reimburse us for the out-of-pocket costs we incur in connection with providing such additional assistance, including travel, lodging and dining costs for the individual(s) providing the training. If during the term of your franchise, you request additional classroom training, we may, at our discretion, provide additional classroom training. You are also responsible for all other costs and expenses related to your employees' attendance at such additional classroom training, including salary, travel, lodging, and dining costs.

We reserve the right to approve each attendee who is to attend our initial training program or any additional training options. Each individual attending our training programs must sign our then-current confidentiality agreement.

Site Selection and Opening

When you sign the Franchise Agreement, we will agree on a "Territory" within which you must locate the Center. You must acquire an acceptable site for the Center by no later than the Control Date identified in

the Franchise Agreement (which is generally four months after the date you sign the Franchise Agreement). If you fail to acquire an acceptable site by the date that we mutually agree on before you sign the Franchise Agreement (the "Control Date") we may terminate the Franchise Agreement. For each proposed site that you identify, you must deliver to us a franchise site application in a form that we prescribe, including information about the site as we may reasonably request to perform our evaluation. We will approve or refuse to approve your proposed site within 30 days of receiving all requested information about the site. The criteria that we use to evaluate the site include general location, neighborhood, population density, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms.

A Center usually opens for business within six months after the Franchise Agreement is signed. Factors which may affect the length of time between signing of the Franchise Agreement and opening for business include the time necessary to identify a location which we will accept; to obtain any financing you need; to obtain required licenses, permits, and governmental agency approvals; to fulfill local ordinance requirements; to complete construction, remodeling, alteration, and improvement of the Franchised Location, including the installation of fixtures, equipment, and signs; to complete our initial training program; and to complete the hiring and training of personnel. Delay in construction may be caused by inclement weather, material or labor shortages, labor union regulations, labor actions, slow deliveries, equipment shortages and similar factors.

When the site is selected, we will mutually agree on an Opening Date for the Center, which will be no later than 180 days after site selection. If no site has been selected within 180 days of the effective date of your Franchise Agreement, the Opening Date will be 12 months from the effective date of your Franchise Agreement. If you fail to open the Center by the Opening Date, we can terminate the Franchise Agreement.

ITEM 12
TERRITORY

You will operate the Center at a location that we have approved and may relocate the Center only with our prior written consent. We will consent to relocation if your lease expires or terminates through no fault of yours, or if the Center premises 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.

Prior to entering into your Franchise Agreement, you will select a pre-determined "Territory," and a map of the Territory will be included in Attachment B to the Franchise Agreement accordingly. You will select a Center location from within your Territory identified in Attachment B. If your Center does not open for business by the Opening Date, we may approve another franchisee's proposed Center location within your Territory. If we approve another franchisee's Center location within your Territory, you will then need to select another available pre-determined Territory and your Franchise Agreement will be amended accordingly.

You may not offer goods or services to consumers outside your Territory without our prior written consent. Except in conjunction with approved advertising promotions, you may not directly market or solicit business outside your Territory without prior written authorization from us, including ad and Internet marketing. You may not distribute postcards, letters, fliers, e-mails, or other marketing communications outside your Territory, make telemarketing calls to clients located outside your Territory, or advertise in print or other media where two-thirds or more of the media circulation base or broadcast area is located outside your Territory.

During the franchise term, we will not own or operate, or grant anyone else the right to operate, a Center under the trademark OsteoStrong® within the Territory except if we purchase, merge, acquire, or affiliate with another business, we may continue to operate, franchise, or license the acquired business anywhere, including in the Territory, under the Marks or a different trademark.

We reserve to ourselves all other rights, including the right: (a) to own and operate and to grant others the right to own and operate Centers outside the Territory, regardless of their proximity to the Territory; and (b) the right to distribute products and services identified by the Marks, such as proprietary products, through alternative channels of distribution including mail order, catalog sales, and/or Internet sales. We are not required to compensate you if we exercise any of the rights specified above inside your Territory.

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

Except for the Territory granted in your Franchise Agreement, we do not grant any rights of first refusal to obtain additional franchise rights. If you wish to develop additional Centers, you must enter into a new Franchise Agreement and meet all our current requirements for franchisees. There are no circumstances that permit us to modify your Territory, nor do we require that you meet a minimum sales quota.

ITEM 13
TRADEMARKS

Our affiliate, True Wellness, has registered the following Marks on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration No.	Date of Registration	International Class
OsteoStrong (Standard Character Mark)	4,332,466	May 7, 2013	028, 022, 023, 038, and 050
OsteoStrong (Standard Character Mark)	4,959,280	May 17, 2016	044
(Stylized Design)	5,615,932	April 2, 2018	044
SPECTRUM (Standard Character)	5,272,263	August 22, 2017	028
(Stylized Design)	5,797,034	July 9, 2019	044
THE ULTIMATE BIOHACK (Standard Character)	6,072,162	June 9, 2020	044

True Wellness has also applied for the registration of the following Marks on the Principal Register of the USPTO:

Mark	Application Serial No.	Date of Application	International Class
GET BONE STRONG WITH OSTEOSTRONG (Standard Character)	97/713,214	December 12, 2022	044
BONESTRONG (Standard Character)	97/713,202	December 12, 2022	044

True Wellness owns and has granted us the right to use the above-listed Marks in connection with the franchising of OsteoStrong® Centers and the operation of company-owned Centers through a license

agreement dated May 2, 2016. Our agreement with him is perpetual unless otherwise terminated by mutual agreement, if we file for bankruptcy or become insolvent, or we breach the license agreement and do not cure the breach within 30 days.

In October 2012, as the prior registrant of the two standard character "OsteoStrong" trademark registrations, Mr. Zagrodzky and OS LLC entered into a Co-Existence Agreement with the Lance Armstrong Foundation, pursuant to which Mr. Zagrodzky and OS LLC agreed to: 1) display a disclaimer on the OsteoStrong® website disclaiming any association with LIVESTRONG or the Lance Armstrong Foundation; 2) not use the term "STRONG" in all-capital letters; 3) not to use the word "LIVE" within five words of the OsteoStrong® Mark; 4) not use the Mark in connection with wristbands or jewelry; and 4) certain limited color usage in connection with the Mark design. Other than this Co-Existence Agreement, we know of no other agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to you.

True Wellness has filed all required affidavits. There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court. We are aware of a company named EuroPharma, Inc., located in Green Bay, Wisconsin who offers and sells a dietary supplement online under the trademark "OsteoStrong" however, other than this one instance we are not aware of any potentially infringing uses that could materially affect your use of the Marks. We cannot represent with certainty that we have exclusive or superior rights to the name OsteoStrong® in all geographic areas. There may be similar uses to our Marks of which we are unaware, which could arise from prior users.

You may use only the Marks that we designate, must use them only in the manner that we authorize and permit, and must use them with the symbols "®", "TM", or "SM" as appropriate. You may use the Marks only in connection with the operation and promotion of the Center, and only in the manner we prescribe. You may not contest ownership or validity of the Marks or any registration of the Marks, or our right to use or to sublicense the use of the Marks. You must sign all documents that we require in order to protect the Marks and to maintain their validity and enforceability.

You may not use the Marks or any part of the Marks in your corporate name, and may not use them to incur any obligation or indebtedness on our behalf.

You may not use the Marks or any part or derivative of the Marks on the Internet, except as expressly permitted in writing. This prohibition includes use of the Marks or any derivative of the Marks as part of any URL or domain name, as well as their registration as part of any username on any gaming website or social networking website or as part of any unauthorized email address.

You must promptly notify us of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works, or any challenge to our ownership of, or license to use and to license others to use, or your right to use, the Marks or Copyrighted Works. We have the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement of the proceeding. We or our affiliate has the right, but is not obligated, to take action against third parties for infringement of our Marks or Copyrighted Works. We also have the right, but not the obligation, to defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works. If we determine that you have used the Marks and Copyrighted Works according to the terms of the Franchise Agreement, we may, at our discretion, pay the cost of the defense, including the cost of any judgment or settlement. If we determine that you have not used the Marks or Copyrighted Works according to the terms of the Franchise Agreement, you must pay the cost of the defense, including the cost of any judgment or settlement. In the event of a lawsuit relating to your use of the Marks or Copyrighted Works, you must sign all documents that we require and do all things that we consider necessary to carry out the defense or prosecution, which may include becoming a nominal party to the action.

We have the right to create new, modified or replacement Marks, and to require you to use them in addition to or in lieu of any previously designated Marks at your cost and expense.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The current patents are registered with the USPTO:

Title	Patent No.	Registration Date	Type
Devices for Exercise Apparatuses	US-10675497-B2	June 9, 2020	Utility
Devices for Exercise Apparatus	US-11826611	November 28, 2023	Utility

Under an Assignment and License Agreement ("License Agreement") dated October 24, 2016, Performance Health Systems, LLC ("PHS") granted to us an exclusive worldwide license to us and our affiliate OsteoStrong, LLC to use all intellectual property, including the above patent and any future patents, in order to manufacture and sell the proprietary SPECTRUM® osteogenic loading suite of equipment ("SPECTRUM® Suite"). The License Agreement remains in effect throughout the life of the patent and intellectual property necessary for the manufacture of the SPECTRUM® Suite and may only be terminated if we fail to pay the royalty fees and other payments due to PHS in connection with the License Agreement. If the License Agreement is terminated earlier as a result of our failure to pay, any equipment sold to franchisees will remain the property of the franchisee.

There are no other patents (pending or otherwise) or registered copyrights material to the franchise. However, we claim copyright protection in the Manuals, the design elements of our marks, our advertising and promotional materials, our Spectrum® software, and the content and design of our website (the "Copyrighted Works").

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We have no obligation to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the copyrights. You may not use any of our Copyrighted Works on the Internet without our written permission. This includes display of the Copyrighted Works on commercial websites, gaming websites, and social networking websites.

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. Confidential Information means all trade secrets, and other elements of the System; all customer information; all information contained in the Manuals; and standards and specifications for services and products offered; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Center 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, any training we provide, and all other information that we designate (collectively, "Confidential Information"). You must implement any reasonable procedures we may adopt to protect our Confidential Information, including restrictions on disclosures to your employees and requiring employees who will have access to our Confidential Information to sign employment agreements containing non-disclosure and non-competition provisions.

You may not contest our exclusive ownership of the copyrights, trade secrets, processes, methods, procedures, formulae, techniques, and other proprietary information to which we claim exclusive rights.

If you or your employees or owners develop any new concept, process or improvement in the operation or promotion of your Center, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation. You and your owners agree that any of these concepts, processes, or improvements will become our property, and we may use or disclose them to other franchisees, as we determine appropriate.

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

You must designate an individual who we approve and who successfully completes our initial training program as the Center Manager. The Center Manager oversees the day-to-day operation of the Center and must devote his or her full-time best efforts towards the management, operation, promotion, and growth of the business. We strongly recommend, but do not require, that an Owner be appointed as the Center Manager. If a non-Owner is appointed as the Center Manager, however, at least one Owner must oversee the general operations and business activities of the Center. We refer to this individual as the "Managing Owner." The Managing Owner and the non-Owner Center Manager must successfully complete our initial training program.

The Center Manager may not engage in any other business or activity that requires substantial management responsibility or time commitment. If your Center Manager ceases to serve in, or no longer qualifies for, the position, you must designate a new Center Manager within 30 days. Each replacement Center Manager (whether an Owner or non-Owner) must successfully complete our initial training program before assuming responsibility.

If the franchisee is a business entity, each Owner identified in Attachment C to the Franchise Agreement must sign a Personal Guaranty and Undertaking substantially in the form attached as Attachment E-1 to the Franchise Agreement. Any individual who attends our initial training program, including your Center Manager, must sign a confidentiality and non-competition agreement substantially in the form attached as Attachment E-2 to the Franchise Agreement.

The term "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.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Except as described below, you must offer and sell all products and services that we require, and only the products and services that we have approved. We may add, eliminate and change products and service items periodically, and you must comply with all directives (which may require purchasing and installing additional equipment). There are no limits on our right to make changes. We may, on occasion, require you to test market products and/or services at your Center. You must cooperate with us in conducting these test marketing programs, and must comply with all rules and regulations that we establish.

All sales must be for retail consumption only, and you may not engage in wholesale sales of any kind through any channels of distribution without our prior consent. You may not sell proprietary products through any means of distribution other than from the Center location unless we expressly authorize in writing. We have the right to establish maximum, minimum or other retail pricing requirements to the extent permitted by law.

You are restricted by the Franchise Agreement, the Manual, and any other practice or custom with respect to the goods or services which you may offer, all of which must be approved by us. You are not restricted as to the customers whom you may solicit or service within your Territory; however, there are certain restrictions that apply outside of your Territory (See Item 12).

You may not operate any co-branding marketing system without our prior written consent, which may be withheld in our sole discretion. No vending, gaming machines, payphones, automatic teller machines, Internet kiosks, or other mechanical or electrical devices are permitted in your Center**.**

We may periodically enter into agreements with clients that we consider to be "National Account Clients" (that is, for example, clients that contract with us for group memberships, or memberships for individuals from multiple locations). You agree to provide services to National Account Clients under the terms and conditions we have negotiated with the National Account Client. To the extent that we receive payment directly for the services provided for a National Account Client, we will deduct from the payment the amount of all fees and other payments that you owe to us, and remit to you the balance within a reasonable period of time. You cannot decline to service a National Account Client. Failure to service a National Account Client is grounds for your termination as a franchisee.

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

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1.	10 years.
b. Renewal or extension of the term	Section 2.2.	If you are in good standing, you can renew for two additional 5-year renewal terms.
c. Requirements for franchisee to renew or extend	Section 2.2.	Your renewal right permits you to remain a franchisee after the initial term of your Franchise Agreement expires. However, to remain a franchisee, you must meet all required conditions to renew, including signing our then-current form of franchise agreement, which may be materially different than the form attached to this disclosure document, and pay the then-current renewal franchise fee. Other requirements are: you must, no less than 180 days prior to the expiration date of the Franchise Agreement, provide us with your notice of intent to renew; not be in default under the Franchise Agreement; not be in default under any agreements with our affiliates; have complied with your material obligations during the Term; you have satisfied all monetary obligations owed to us, our affiliates, and third party suppliers; you must, at our request, renovate or modernize your Center to comply with our then-current standards;

Provision		Section in Franchise Agreement	Summary
			demonstrate that you have the right to remain in possession of the Center premises; comply with the then-current qualifications and training requirements; sign our then-current form of franchise agreement which may contain materially different terms from your previous franchise agreement, including different Royalty Fee and Advertising Fee contribution rates; you and your owners sign our current form of personal guaranty and undertaking and a general release; and you pay to us the required renewal fee.
d.	Termination by franchisee	Not applicable	These provisions are subject to state law.
e.	Termination by franchisor without cause	Not applicable	Not applicable.
f.	Termination by franchisor with cause	Sections 13.1., 13.2., 13.3., 13.4. and 13.5.	We can terminate if you materially default under your Franchise Agreement, or any other agreement between you and us, or 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 of ownership requirements. We may also terminate you if you become insolvent, file for bankruptcy, or if you are dissolved.
g.	"Cause" defined – curable defaults	Sections 13.3., 13.4. and 13.5.	You have 10 days to cure non-payment of fees, failure to obtain and maintain insurance coverage, failure to comply with minimum advertising expenditure requirements, violation of provisions regarding Marks and Copyrighted Works, failure to service National Account Client, failure to meet product and services standards, or the use of any authorized equipment. You have 30 days to cure non-compliance with defaults not specifically listed under the Franchise Agreement. 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 13.1. and 13.2.	Non curable defaults include: bankruptcy, dissolution, foreclosure, insolvency, conviction of a felony, unapproved transfers, misrepresentations in acquiring your Center, health or safety violations, knowingly maintaining false books or

Provision	Section in Franchise Agreement	Summary
		records, trademark misuse, failure to successfully complete training, failure to acquire a site by the Control Date, failure to open the Center by the Opening Date, abandonment of the Center, failure to maintain required licenses and/or the right to operate the Center, conviction of felony or crime involving moral turpitude, commission of any acts that adversely affect the System, violation of confidentiality and/or non-competition covenants, failure to notify us of an event which adversely affects the Center, understatement of payment due by 2% or greater twice in any two-year period, offering unauthorized products or services, purchases from unapproved suppliers, fail to pass two or more quality assurance/health inspections and or participate in any advertising or marketing program within any rolling 12-month period, or you receive two or more notices of default within any 12-month period.
i. Franchisee's obligations on termination/ nonrenewal	Article 14	You must cease use of our trademarks, de-identify, pay all amounts due to us, and return the Manuals to us. We may, at our option, assume all telephone numbers, telephone listings, and telephone directory advertisements for the Center. We may, at our option, assume your lease and purchase certain Center assets. You must, at our option, cancel or assign to us your rights to any Internet websites or web pages or e-mail addresses which contain our Marks. (See also "r" below.)
j. Assignment of contract by franchisor	Section 12.1.	There are no restrictions on our right to assign.
k. "Transfer" by franchisee – definition	Sections 12.2., 12.3. and 12.4.	Includes transfer of the franchise or change in ownership of the entity which owns it.
l. Franchisor's approval of transfer by franchisee	Section 12.4.	Transfers require our prior written consent, which will not be unreasonably withheld.
m. Conditions for franchisor's approval of transfer	Section 12.4.	You must be in compliance with the Franchise Agreement and all other agreements with us or our affiliates. You and your Owners must also sign a general release, and all of your monetary

Provision	Section in Franchise Agreement	Summary
		obligations to us must be satisfied on or before the date of transfer. We must approve the economic terms of the transfer. The new franchise owner must: meet our current qualifications; complete training; assume your obligations under the Franchise Agreement or, at our option, sign a new franchise Agreement in our then-current form (provided, that the term of the new Franchise Agreement will be the remaining term of the existing Franchise Agreement, unless additional terms are purchased by transferee, not to exceed a total transferred initial term of 10 years); at our election, refurbish the Center; sign a personal guaranty, and a general release; and pay the applicable transfer fee. Additional requirements apply to business entities. (See also "r" below.)
n. Franchisor's right of first refusal to acquire franchisee's business	Section 12.8.	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 14.4.	Upon expiration or termination of your Franchise Agreement, we have the option to purchase some or all of your equipment, furnishings and fixtures at their then-current fair market value which will be determined by a qualified independent third party of our choosing. We have the right to purchase proprietary equipment, such as the Spectrum® equipment, for its five-year straight line depreciated value.
p. Death or disability of franchisee	Section 12.9.	Same requirements as for transfer in "m" above, except there is no transfer fee and we do not have a right of first refusal. If your interest is not transferred within six months following your (or a major member, partner or shareholder's) death or legal incapacity, your Franchise Agreement may be terminated.
q. Non-competition covenants during the term of the franchise	Section 15.1.	Neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with in any business that offers to its customers or the general public the use of any

Provision	Section in Franchise Agreement	Summary
		health or fitness equipment which promotes both bone and muscle health, anywhere within the U.S., its territories or commonwealths, or any other country, province, state or geographic area in which we or our 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; no diversion of any present or prospective customer of ours to a competitor. Non-competition provisions are subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2.	Neither you nor your owners may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in any business that offers to its customers or the general public the use of any health or fitness equipment which promotes both bone and muscle health, at your former Center location, or within a 20-mile radius of your former Center, or within a 20-mile radius of any other OsteoStrong® Center location for a period of two years following expiration, termination or transfer. Non-competition provisions are subject to state law.
s. Modification of the agreement	Sections 18.1. and 18.2.	Must be in writing and signed by all parties
t. Integration/merger clause	Sections 18.1. and 18.2.	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to federal and state law). Any other representations or promises made outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
u. Dispute resolution by arbitration or mediation	Sections 19.2. and 19.3.	Claims, controversies or disputes from or relating to the Franchise Agreement must be mediated and arbitrated, except for actions seeking injunctive relief and actions we bring which are related to or based on our Proprietary Marks or Confidential Information. These provisions are subject to state law.

Provision	Section in Franchise Agreement	Summary
v. Choice of forum	Sections 19.2. and 19.3.[1]	Mediation and arbitration will take place in the city in which we maintain our principal place of business, currently, Harris County, Texas. Venue for any other proceeding is exclusively the courts that services the county in which our principal business address is located, currently in Harris County, Texas (subject to applicable state law).
w. Choice of law	Section 19.1.	Subject to applicable state law, the Franchise Agreement is to be interpreted and construed under Texas law (without giving effect to any conflict of law) except that any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between us and you will not apply unless its jurisdictional requirements are met independently.

See the State Specific Addenda and State Specific Amendments to the Franchise Agreement and related agreements for more information about additional protections available under state law.

ITEM 18
PUBLIC FIGURES

Tony Robbins, the well-known entrepreneur, best-selling author, and life and business strategist, also known for his worldwide motivational, leadership, and personal development seminars and events, is an indirect owner of our parent, BOI. While Mr. Robbins is neither an officer nor director of OsteoStrong Franchising, Inc., and does not have the authority to make decisions on our behalf, he may, from time to time, provide advice to our officers. Mr. Robbins, through an agreement with BOI, has agreed to promote the OsteoStrong franchise opportunity in exchange for the following compensation: i) 49% of BOI distributions; and ii) the right to open and operate three OsteoStrong Centers, whether itself or through a designee, and we have agreed to waive any initial franchise fee in connection with the same and to charge only our wholesale cost for any equipment purchased in connection with the Centers. Mr. Robbins is an investor in and holds a four-year option to acquire 49% of the outstanding membership interest in BOI.

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 Franchise 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 financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other

financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kyle Zagrodzky, Chief Executive Officer, OsteoStrong Franchising, Inc., 8524 Highway 6 North, # 310, Houston, Texas 77095; (877) 893-0008, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-Wide 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	132	143	+11
	2024	143	152	+9
	2025	152	165	+13
Company Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	132	143	+11
	2024	143	152	+9
	2025	152	165	+13

Table No. 2

Transfers of Centers from Franchisee to New Owners (other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Alabama	2023	0
	2024	0
	2025	0
Arizona	2023	0
	2024	0
	2025	0
California	2023	1
	2024	0
	2025	0
Colorado	2023	2
	2024	0
	2025	0
Connecticut	2023	0
	2024	1

State	Year	Number of Transfers
	2025	0
Florida	2023	5
	2024	2
	2025	1
Minnesota	2023	0
	2024	0
	2025	0
Missouri	2023	0
	2024	1
	2025	2
New Jersey	2023	0
	2024	1
	2025	0
New York	2023	1
	2024	1
	2025	0
North Carolina	2023	0
	2024	1
	2025	0
Ohio	2023	0
	2024	1
	2025	0
Oregon	2023	2
	2024	0
	2025	0
Pennsylvania	2023	0
	2024	0
	2025	0
South Carolina	2023	0
	2024	0
	2025	0
South Dakota	2023	1
	2024	0
	2025	1
Tennessee	2023	0
	2024	0
	2025	0
Texas	2023	0
	2024	0
	2025	0

State	Year	Number of Transfers
Washington	2023	0
	2024	0
	2025	0
Total	2023	12
	2024	8
	2025	4

Table No. 3

Status of Franchised Outlets
For Years 2023 to 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
Alabama	2023	4	0	0	0	0	0	4
	2024	4	2	0	0	0	0	6
	2025	6	1	0	0	0	0	7
Alaska	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Arkansas	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
California	2023	21	1	0	0	0	0	22
	2024	22	2	0	0	0	0	24
	2025	24	0	0	0	0	0	24
Colorado	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	1	0	0	0	0	7
Connecticut	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	14	3	0	0	0	0	17
	2024	17	2	0	0	0	0	19
	2025	19	1	0	0	0	0	20
Georgia	2023	1	0	0	0	0	0	1

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
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Hawaii	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Indiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Iowa	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Massachusetts	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Michigan	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Minnesota	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	2	0	0	0	0	4
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

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
Missouri	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
	2025	10	0	0	0	0	0	10
Montana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nebraska	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Nevada	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Jersey	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
New York	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
North Carolina	2023	5	2	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	2	1	0	0	0	8
North Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	7	1	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Oklahoma	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Oregon	2023	5	0	1	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	1	0	0	0	3
Pennsylvania	2023	2	0	0	0	0	0	2

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
	2024	2	1	0	0	0	0	3
	2025	3	1	0	0	0	0	4
South Carolina	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
South Dakota	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Tennessee	2023	6	0	0	0	0	0	6
	2024	6	0	2	0	0	0	4
	2025	4	0	0	0	0	0	4
Texas	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	2	0	0	0	0	13
Utah	2023	1	2	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Washington	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Wisconsin	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Totals	2023	132	13	2	0	0	0	143
	2024	143	11	2	0	0	0	152
	2025	152	15	2	0	0	0	165

Table No. 4

Status of Company Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
	2025	0	0	0	0	0	0

Table No. 5

Projected Openings
As of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	1	1	0
Arizona	1	1	0
California	8	3	0
Colorado	6	2	0
Florida	5	2	0
Illinois	3	1	0
Iowa	1	1	0
Kansas	1	1	0
Louisiana	1	1	0
Massachusetts	1	1	0
Minnesota	1	1	0
Missouri	2	1	0
Nebraska	1	1	0
Nevada	1	1	0
New Mexico	1	1	0
North Carolina	1	1	0
Ohio	1	1	0
Oregon	1	1	0
Pennsylvania	1	1	0
South Dakota	1	1	0
Texas	5	3	0
Virginia	1	1	0
Washington	2	1	0
Wisconsin	2	1	0
Totals	49	30	0

Our current list of the names and addresses of our franchisees is located in Exhibit H. Exhibit H also reflects the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had a franchise agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during

our most recently completed fiscal year or who has ceased to communicate with us during the ten week period before the issuance of this disclosure document If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak opens about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. There are no franchisee organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document, as Exhibit F, are the following financial statements:

1. Our unaudited balance sheet as of June 30, 2026 and our profit and loss for the period beginning January 1, 2026 through June 30, 2026; and
2. Our audited financial statements including our audited balance sheets as of December 31, 2025, December 31, 2024, and our related combined statements of operations, stockholder's equity, and cash flows for our past three fiscal years ending December 31, 2025, December 31, 2024, and December 31, 2023.

Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

Attached as Exhibit B is our current form of Franchise Agreement with the following Attachments:

Attachment A	Glossary of Additional Terms
Attachment B	The Territory
Attachment C	Entity Information
Attachment D-1	Personal Guaranty and Undertaking
Attachment D-2	Confidentiality and Non-Competition Agreement
Attachment E-1	Credit Card Authorization
Attachment E-2	ACH Authorization
Attachment F	Lease Addendum
Attachment G	Telephone Number Assignment Agreement
Attachment H	Franchisee Questionnaire
Attachment I	Form Member Wellness Assessment Form and Form Membership Agreement
Attachment J	Membership Contract Assignment Agreement
Attachment K	Spectrum® Software License Agreement
Attachment L	Renewal Addendum
Attachment M	State Specific Amendments (if applicable)

Attached as Exhibit C is Go Figure's form of Software License Agreement.

Attached as Exhibit D is our current form of General Release.

ITEM 23
RECEIPTS

Two copies of a receipt of this disclosure document appear as Exhibit K. Please return one copy to us and retain the other for your records.

EXHIBIT A

STATE SPECIFIC ADDENDA TO DISCLOSURE DOCUMENT

OSTEOSTRONG FRANCHISING, INC.

STATE ADDENDA TO DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

OUR WEBSITE CAN BE FOUND AT www.osteostrong.me. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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

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

Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy: Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) representations made by the franchisor or its personnel or agents to a prospective franchisee, (b) reliance by a franchisee on any representations made by the franchisor or its personnel or agents, (c) reliance by a franchisee on the franchise disclosure document, including any exhibit thereto, and (d) violations of any provision of this division.

Item 3, Additional Disclosure:

> Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 17, Additional Disclosure:

> California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
>
> You must sign a release if you renew or transfer your franchise. California Corporations Code voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
>
> The Franchise Agreement contains a covenant not to compete that extends beyond expiration or

termination of the agreement. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the laws of Texas. This provision may not be enforceable under California law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

FOR THE STATE OF HAWAII

1. Item 5 is supplemented by the following:

Based on our current financial condition, the Hawaii Department of Commerce and Consumer Affairs Office has imposed a financial assurance requirement that requires us to defer your obligation to pay the Initial Franchise Fee due to us under the Franchise Agreement until we have completed all of our pre-opening obligations to you and you have commenced doing business.

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

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FOR THE STATE OF ILLINOIS

- Illinois law governs the Franchise Agreement(s).
- Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance

requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

- In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
- Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
- In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.
- No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, franchise seller or other person acting on behalf of a Franchisor. The provision supersedes any other term of any document executed in connection with the franchise.
- By reading this disclosure document, you are <u>not</u> agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

FOR THE STATE OF INDIANA

1. <u>Item 17, Additional Disclosures</u>. The following statements are added to Item 17:

   The Indiana Deceptive Franchise Practices Law (Indiana Code 23-2-2.7 et seq.) in general governs the relationship between the franchisor and the franchisee by forbidding certain provisions in the Franchise Agreement and related documents and by preventing the franchisor from engaging in certain acts and practices which could be considered coercive or oppressive to the master licensee. If any of the provisions of the Franchise Agreement conflict with this law, this law will control.

   Any provisions requiring you to sign a general release of claims against us, including upon execution of the Franchise Agreement or a successor Franchise Agreement or transfer, does not release any claim you may have under the Indiana Deceptive Franchise Practices Law.

   The Franchise Agreement provides that suit must be brought in Texas. These provisions may not be enforceable under Indiana law.

   Indiana franchise laws will govern the Franchise Agreement and any and all other related documents.

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

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Law are met independently without reference to these Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

FOR THE STATE OF MINNESOTA

1. Item 5 is supplemented by the following:

Based on our current financial condition, the Minnesota Department of Commerce has imposed a financial assurance requirement that requires us to defer your obligation to pay the Initial Franchise Fee due to us under the Franchise Agreement until we have completed all of our pre-opening obligations to you and you have commenced doing business.

- Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minn. Stat. Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. § 80C.14 Subd. 3-5, which require (except in certain specified cases)
    - that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and
    - that consent to the transfer of the franchise will not be unreasonably withheld.
- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minn. Stat. § 80C.12 Subd. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.
- Minn. Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to asset to a general release.
- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J) also, a court will determine if a bond is required.
- The Limitation of Claims section must comply with Minn. Stat. § 80C.17 Subd. 5.
- No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- **THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

  THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE

REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FOR THE STATE OF NORTH DAKOTA

The State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota law:

(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the franchise agreement;

(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

(c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;

(d) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;

(e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;

(f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

Item 5 is supplemented by the following:

The North Dakota Securities Department requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to us until we have completed our pre-opening obligations under the Franchise Agreement you sign with us.

North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

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

FOR THE STATE OF RHODE ISLAND

Item 17 of the Disclosure Document is supplemented by the following:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Law are met independently without reference to these Additional Disclosures.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any

applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FOR THE STATE OF SOUTH DAKOTA

Item 5 is supplemented by the following:

> The Division of Securities of the South Dakota Department of Labor and Regulation requires us to defer payment of the development fee, initial franchise fee and other initial payments owed by franchisees to us until we have completed our pre-opening obligations under the Development Agreement and/or first Franchise Agreement you sign with us.

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

FOR THE STATE OF WASHINGTON

1. **Conflict of Laws**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation**. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees**. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to

regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise

Franchisor was served with a civil investigative demand relating to a no-poaching provision that had been included in previous franchise agreements, which, among other things, requested copies of all franchise agreements used by Franchisor for any franchise in the State of Washington in the past five years. Franchisor entered into an Assurance of Discontinuance (AOD) with the State of Washington in which it agreed to, among other things, formally amend existing franchise agreements in the State of Washington within a certain timeframe, amend the other franchise agreements on a nationwide basis as such come up for either renewal or renegotiation during the ordinary course of business, and to notify all franchisees of the existence of the AOD. This matter was closed following the Washington Attorney General's acceptance of the AOD in the enforcement of the Consumer Protection Act and the approval and entry of the AOD by the State of Washington King County Superior Court dated December 27, 2019.

The following information supplements Item 5:

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise frees until the franchisee has (a) received all initial training that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

EXHIBIT B

FRANCHISE AGREEMENT

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGES

EFFECTIVE DATE:	_____
EXPIRATION DATE:	Midnight on the tenth (10th) anniversary of the Effective Date
FRANCHISEE:	_____
FRANCHISEE'S ADDRESS FOR NOTICES:	_____
TELEPHONE NUMBER:	_____
E-MAIL ADDRESS:	_____
FRANCHISE ID NO.:	_____
TERRITORY NO.:	_____
CONTROL DATE:	_____
OPENING DATE:	_____
MANAGING OWNER:	_____
INITIAL FRANCHISE FEE:	☐ $35,000 payable on the execution of this Franchise Agreement ☐ $31,500 (10% Veterans Discount for First Center) payable on the execution of this Franchise Agreement
INITIAL TRAINING FEE:	$6,000
CENTER DESIGN FEE:	$9,000
ROYALTY FEE:	7% of Gross Revenues per month, and beginning in the 13th month of operation, the greater of 7% of Gross Revenues or $1,500 per month
ADVERTISING FEE:	1% of Gross Revenues per month
LEAD ACQUISITION FEE:	$50 per lead generated, subject to increase by up to 10% per year
TECHNOLOGY FEE:	Currently, $250 per month, subject to increase by up to 50% per year
EDUCATION AND SPECTRUM LICENSE FEE:	Currently, $350 per month, subject to increase by up to 50% per year
RENEWAL FEE:	$5,000 plus reimbursement of Franchisor's expenses
TRANSFER FEE:	$500, plus Franchisor's related expenses for transferring to a business entity for convenience of operation (refer to Section 12.2. of this Agreement) $5,000, plus Franchisor's related expenses, for assignments transferring interest among Owners or a minority interest to third party (refer to Section 12.3. of this Agreement)

_____ Franchisor Initials

_____ Franchisee Initials

	$21,000, plus Franchisor's related expenses in facilitating the transfer (including reasonable attorneys' fees) for assignments transferring a majority or a complete interest (refer to Section 12.4. of this Agreement)
FRANCHISOR ADDRESS FOR NOTICES:	OsteoStrong Franchising, Inc. 8524 Highway 6 North, # 310, Houston, Texas 77095 Attention: Executive Team With a Copy To: Maral M. Kilejian, Esq. Haynes and Boone, LLP 2801 N. Harwood Street Suite 2300 Dallas, Texas 75201 Fax: (972) 692-9030

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

TABLE OF CONTENTS

ARTICLE		PAGE
1.	GRANT	1
2.	TERM	2
3.	SITE SELECTION; CONSTRUCTION; CENTER LOCATION	3
4.	FEES	4
5.	TRAINING AND ASSISTANCE	6
6.	OPERATION OF THE CENTER	7
7.	PROPRIETARY MARKS AND COPYRIGHTS	12
8.	SYSTEM, MANUALS, AND INFORMATION	13
9.	ADVERTISING AND MARKETING	14
10.	COMPUTER SYSTEM; ACCOUNTING AND RECORDS; TAXES	16
11.	INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION	18
12.	TRANSFER OF INTEREST	19
13.	DEFAULT AND TERMINATION	22
14.	POST TERMINATION OBLIGATIONS	24
15.	COVENANTS	24
16.	REPRESENTATIONS	26
17.	NOTICES	27
18.	CONSTRUCTION	27
19.	APPLICABLE LAW; DISPUTE RESOLUTION	28

ATTACHMENTS

Attachment A	Glossary of Additional Terms
Attachment B	Territory
Attachment C	Entity Information
Attachment D-1	Personal Guaranty and Undertaking
Attachment D-2	Confidentiality and Non-Competition Agreement
Attachment E-1	Credit Card Authorization
Attachment E-2	ACH Authorization
Attachment F	Lease Addendum
Attachment G	Telephone Number Assignment Agreement
Attachment H	Franchisee Questionnaire
Attachment I	Form Member Wellness Assessment Form and Form Membership Agreement
Attachment J	Membership Contract Assignment Agreement
Attachment K	Spectrum® Software License Agreement
Attachment L	Renewal Addendum
Attachment M	State Specific Amendments (if applicable)

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of the Effective Date reflected in the Summary Pages (the "**Effective Date**") by and between OsteoStrong Franchising, Inc., a Delaware corporation, ("**Franchisor**"), and the franchisee identified in the Summary Pages (referred to in this Agreement as "**you**" or "**Franchisee**").

A. Franchisor licenses a proprietary business format and system ("**System**") for the operation of a wellness center that offers customers the use of certain health and exercise equipment, including a set of machines which promote bone and muscle health and a vibration plate exercise machine under the "OsteoStrong" trademarks (the "**Center**").

B. The distinguishing characteristics of the System include, without limitation, distinctive interior and exterior design, décor, color scheme, graphics, fixtures and furnishings, proprietary products, operations, and customer service standards and procedures, advertising and marketing specifications and requirements, product offerings (such as supplements), and other standards, specifications, techniques, and procedures that Franchisor designates for developing, operating, and managing an OsteoStrong® Center; all of which may be changed, improved, and further developed by Franchisor from time to time.

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 "**OsteoStrong**" 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 (the "**Marks**").

D. You have applied for the right to open and operate a Center and Franchisor desires to grant you such rights, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the mutual premises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT

1.1. Grant.

1.1.1. Franchisor grants to you the right to use the System and Marks solely in connection with the operation of the OsteoStrong® Center, and you accept the right and undertake the obligation, all according to the terms and conditions contained in this Agreement.

1.1.2. This franchise includes only the right ***(a)*** to use the System and Marks in connection with the retail sale of authorized products and services at the Center location identified or to be identified in Attachment B ("**Franchised Location**"); and ***(b)*** to use the Marks to advertise and promote the Center in accordance with the terms of this Agreement.

1.1.3. This Agreement specifically grants you no right, among others, to ***(a)*** sublicense the use of the System or Marks, ***(b)*** to Co-brand with another concept, ***(c)*** to deliver or ship OsteoStrong® products, regardless of the destination, without Franchisor's prior written consent; or ***(d)*** to distribute OsteoStrong® products through wholesale channels, such as mail order, catalog sales, or Internet sales.

1.2. Territory. During the initial term and all renewal terms of this Agreement, and provided that you are in full compliance with this Agreement and all other agreements between you and Franchisor, Franchisor shall not own or operate, or grant anyone else the right to own or operate, an OsteoStrong® Center within the Territory identified in Attachment B.

1.3. Reservation of Rights. Franchisor reserves to itself all other rights in and to use the Marks including ***(a)*** the right to own and operate and to grant others the right to own and operate OsteoStrong® Centers

outside the Territory, regardless of their proximity to the Territory; and ***(b)*** the right to distribute products and services identified by the Marks, such as private-label products, through alternative channels of distribution including via mail order, mail or online catalog and/or the Internet.

1.4. Right to Operate Businesses Under Different Marks. 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 OsteoStrong® whether or not the business is the same as or competitive with OsteoStrong® Centers; or ***(b)*** owning, operating, or franchising one or more businesses offering similar products or services under the name OsteoStrong or some derivative of the Marks.

2. TERM

2.1. Term. The term of this Agreement shall begin on the Effective Date and shall expire, unless earlier terminated, on the Expiration Date indicated on the Summary Pages.

2.2. Successor Terms. You may renew the franchise granted by this Agreement for two additional five-year terms if, at the end of the initial term, each of the following conditions has been satisfied:

2.2.1. You have notified Franchisor of your intent to renew the franchise no less than 180 days and no more than 12 months prior to expiration of the then-current term;

2.2.2. You are not in default of any material provision of this Agreement, or of any other agreement between you and Franchisor or Franchisor's Affiliates, and you have complied with the materials terms and conditions of this Agreement throughout the term;

2.2.3. You have satisfied all monetary obligations owed to Franchisor, its Affiliates and third party suppliers;

2.2.4. You have renovated and refurbished the Center premises so that it reflects Franchisor's then-current image, trade dress, equipment, and furnishings requirements;

2.2.5. You have demonstrated to Franchisor's satisfaction that you have the right to remain in possession of the Center premises, or you have secured an alternate site with Franchisor's prior approval;

2.2.6. You comply with the then-current qualifications and training requirements;

2.2.7. You sign Franchisor's then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement, and each Owner executes a personal guaranty and undertaking in the form Franchisor prescribes;

2.2.8. You and each Owner sign a general and full release in favor of Franchisor and its Affiliates, and their respective, officers, directors, shareholders, members, managers, employees, and agents, of any claims arising out of or related to the franchise relationship including the offer and sale of OsteoStrong® franchise opportunity; and

2.2.9. You have paid the Renewal Fee in the amount specified in the Summary Pages.

2.3 Holdover. If you continue to accept the benefits of this Agreement after the expiration of the initial term but do not complete the requirements in Section 2.2., then at Franchisor's sole option, this Agreement may be treated as ***(i)*** expired as of the Expiration Date and you will be operating without a franchise or license to do so and in violation of Franchisor's rights to the Marks and System; or ***(ii)*** continued on a month-to-month basis (a "**Holdover Period**") and all your obligations will remain in full force and effect during the Holdover Period as if the Agreement had not expired; provided, however, that during any Holdover Period you will pay a Royalty Fee and Advertising Fee equal to 125% of the rates described in the Summary Pages. Each Holdover Period expires at the end of each calendar month unless this Agreement is continued as provided in this Section 2.3. The Holdover Period does not create any new franchise rights and upon

expiration of the final Holdover Period, you will be bound by all post-term obligations as provided in this Agreement.

3. SITE SELECTION; CONSTRUCTION; CENTER LOCATION

3.1. Site Selection. You must identify and acquire a site for the Center by the Control Date (the "**Control Date**") specified in the Summary Pages. The site must be located within the Territory (the "**Territory**") identified in Attachment B, must meet Franchisor's then-current site selection criteria, and must otherwise be mutually acceptable to you and to Franchisor. If your Center does not open for business by the Opening Date, Franchisor may, without notice to you, allow any proposed center to be established within the Territory. If Franchisor approves another franchisee's center location within your Territory, you will then need to select another available territory and your Franchise Agreement will be amended accordingly, in which amendment Franchisor reserves the right to include a general release to be executed by you and your Guarantors in Franchisor's and its related parties' favor. Franchisor may assist you in site selection, in its sole discretion, which assistance may include making available to you the services of the Franchisor's designated marketing research firm. Ultimately, site selection is solely your responsibility.

3.2. Franchise Site Application. For each proposed site that you identify, you must deliver to Franchisor a completed franchise site application in a form Franchisor prescribes, including such information about the site as Franchisor may reasonably request to perform its evaluation. This information may include, among other things, a description of the proposed site, demographic and psychographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations, and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises. Franchisor will approve or refuse to approve a proposed site within 30 days after the receipt of these documents and any additional information as Franchisor may reasonably require. Franchisor's failure to provide notification within this time period shall not be considered either approval or disapproval. **The parties acknowledge and agree that Franchisor's site approval is not an assurance that the Center will achieve a certain sales volume or level of profitability; it means only that the proposed site meets Franchisor's minimum criteria for OsteoStrong® Centers.**

3.3. Lease. If you will occupy the Franchised Location under a lease with a third-party landlord, Franchisor shall have the right to approve the lease terms, and the lease shall not be signed until it has been reviewed and approved by Franchisor. **The parties acknowledge and agree that Franchisor's approval of a lease does not mean that the economic terms of the lease are favorable, it means only that the lease contains the lease terms that Franchisor requires.** The lease must also contain the terms reflected in Attachment G, including Franchisor's option to assume the lease in the event of expiration or termination of this Agreement. If the lease does not contain these terms Franchisor may, in its sole discretion, withdraw its consent to the selected site. The lease must be completed on or before the Control Date, and you shall provide to Franchisor a fully executed copy of the lease within 10 days after its execution.

3.4. Center Design and Build Out. You shall follow Franchisor's procedures for the Center's construction and build out, shall construct and build out the Center according to Franchisor's standards and specifications for design, décor, and layout, and shall equip the Center according to Franchisor's requirements for fixtures, furnishings, equipment, interior and exterior signage, artwork and graphics, and awnings. You are solely responsible for obtaining all government approvals, zoning classifications, permits, and clearances related to the Center, and for complying with applicable requirements of the Americans with Disabilities Act. During construction, you must maintain general liability and property damage insurance of the type and with the limits Franchisor requires, protecting you, Franchisor, and its Affiliates, and their respective partners, shareholders, directors, members, manager, agents, and employees. Such policy or policies shall be written by a responsible insurer or insurers acceptable to Franchisor and shall contain a waiver of subrogation in favor of Franchisor and its Affiliates, and their respective partners,

shareholders, directors, members, managers, agents, and employees. You shall notify Franchisor in writing when construction begins, and thereafter shall provide a monthly progress report. Franchisor and its designees have the right to inspect the site at all reasonable times.

3.5. Opening.

3.5.1. When a site is identified, the parties will mutually agree on an opening date ("**Opening Date**") which will also be reflected on the Summary Pages. If no Opening Date is reflected in the Summary Pages, your default Opening Date will be the earlier of 180 days from the date you select a site or, if you fail to select a site within 180 days of the Effective Date of this Agreement, 12 months from the Effective Date of this Agreement.

3.5.2. You may open the Center for business only with prior written permission of Franchisor.

3.5.3. Franchisor will grant permission to open only if ***(a)*** all amounts due Franchisor under this Agreement, and to Franchisor's Affiliates under any agreement related to the Center, have been paid; ***(b)*** the Center has been constructed and equipped according to Franchisor's standards and specifications; ***(c)*** all of your pre-opening and training obligations have been satisfied; ***(d)*** Franchisor, or its designee, has received from you a credit card authorization and ACH authorization form (Attachment E) by no later than the Control Date; ***(e)*** Franchisor has received from you a fully executed copy of your Center lease containing the mandatory lease terms described in Attachment G; ***(f)*** Franchisor has received from you certificates of insurance as required by Article 11; and ***(g)*** you are otherwise in good standing under this Agreement.

3.6. Relocation. You may relocate the Center only with Franchisor's prior written consent. Franchisor will grant its consent if your lease expires or terminates through no fault of yours, or if the Center premises is destroyed or materially damaged by fire, flood, or other natural catastrophe (an "**Innocent Loss or Casualty**") and you are not in default of this Agreement or any other agreement between you and Franchisor or its Affiliates. Selection of the relocation site and Center construction, renovation, and opening shall be governed by this Article 3; provided that if the relocation occurred as a result of an Innocent Loss or Casualty event, the Center must be open for business at the new location within 180 days of closing at the previous location; however, if the relocation occurred for any other reason, the Center must be open for business at the new location within five days of closing at the previous location. You are solely responsible for all relocation costs and expenses.

4. FEES

4.1. Initial Franchise Fee. Upon execution of this Agreement, you shall pay Franchisor an Initial Franchise Fee in the amount specified in the Summary Pages. You acknowledge and agree that the Initial Franchise Fee is fully earned by Franchisor when paid and is not refundable.

4.2. Initial Training Fee and Center Design Fee. Upon execution of this Agreement, you shall pay Franchisor an Initial Training Fee and a Center Design Fee, each in the amounts specified in the Summary Pages. In exchange for Initial Training Fee, Franchisor will provide to you and your trainees its initial training program. In exchange for the Center Design Fee, Franchisor will provide to you your Center layout and décor services, provided, however, this Fee does not include any décor items. The Center Design Fee is optional for your second and any subsequent Center you elect to open. You acknowledge and agree that the Initial Training Fee and the Center Design Fee are both fully earned by Franchisor when paid and are not refundable.

4.3. Royalty Fee. During the term of this Agreement, you shall pay to Franchisor a nonrefundable and continuing Royalty Fee in the amount specified in the Summary Pages for the right to use the System and the Marks. If any taxes, fees, or assessments are imposed on Royalty Fee payments by reason of Franchisor acting as a franchisor or licensing the Marks under this Agreement, you shall reimburse Franchisor the amount those taxes, fees, or assessments within 30 days after receipt of an invoice from Franchisor.

4.4. Technology Fee and Education and Spectrum® License Fee. You must also pay to Franchisor, on such date and in such manner as Franchisor designates, a Technology fee and a combined Education and Spectrum® License Fee in the amount indicated on the Summary Pages. The Technology Fee is to be used in connection with intranet development, support, maintenance, and related costs; software or application development, customization, and implementation; online, internet, or digital related support; hardware and/or software support; and other such technologically-related activities as Franchisor may determine from time to time. The education-related portion of the Education and Spectrum® License Fee is to be used for the development and implementation of education and training programs, materials, initiatives, events, travel and visits, and related technologies certain software and technology related costs as determined by Franchisor in its discretion. The Spectrum License Fee is for the purpose described in the Spectrum Software License Agreement attached to this Agreement as Attachment K. The Franchisor reserves the right to increase the Technology Fee and the Education and Spectrum® License Fee on written notice to you, where each fee can be increased by up to 50% per calendar year.

4.5. Other Payments. In addition to all other payments provided in this Agreement, you shall pay Franchisor and its Affiliates promptly when due:

4.5.1. All amounts advanced by Franchisor or which Franchisor has paid, or for which it has become obligated to pay on your behalf for any reason whatsoever.

4.5.2. The amount of all sales taxes, use taxes, personal property taxes and similar taxes, which shall be imposed upon you and required to be collected or paid by Franchisor ***(a)*** on account of your gross sales, or ***(b)*** on account of initial franchise fees, royalty fees or advertising fees collected by Franchisor from you (but excluding ordinary income taxes). Franchisor, in its discretion, may collect the taxes in the same manner as Royalty Fees are collected and promptly pay the tax collections to the appropriate governmental authority; provided, however, that unless Franchisor so elects, it shall be your responsibility to pay all sales, use or other taxes now or hereinafter imposed by any governmental authorities on initial franchise fees, royalty fees and advertising fees.

4.5.3. Amounts due relating to your participation in marketing programs pursuant to Sections 9.5. and 9.6. of this Agreement.

4.5.4. All amounts due for any reason, including on account of purchases of supplies or services relating to the Center.

4.6. No Set-Off Rights. You may not set off, deduct, or otherwise withhold any fees or other amounts due to Franchisor under this Agreement on the grounds of alleged nonperformance by Franchisor of any of its obligations or for any other reason. Withholding royalties or any other amounts due to Franchisor is a material breach of this Agreement.

4.7. Payment Terms. All payments required by this Agreement shall be paid within the time Franchisor specifies, provided that such day is a Business Day (the "**Due Date**"). If the Due Date is not a Business Day, then payment shall be due on the next Business Day.

4.8. Payment Procedures. Franchisor shall determine the amount of the Royalty Fee, Advertising Fee, and other amounts due under this Agreement by accessing and retrieving Gross Sales data from your computer system, as permitted by Article 10. Franchisor may initiate a charge on the credit card you have provided ("**Account**") the amount of fees calculated. If you have not reported Gross Sales for any reporting period, or if Franchisor determines that you have underreported Gross Sales, Franchisor also has the right to initiate a credit card charge, at its option, an estimated payment, plus interest, which payment may be based on the Center's historical performance and/or the amount of your purchases of required products. Any overpayment will be credited against future payments due under this Agreement.

4.9. Electronic Fund Transfer. Franchisor may, in its sole discretion, implement and require you to participate in an electronic funds transfer program authorizing Franchisor to use a pre-authorized bank draft

system. This may be in place of, or in addition to, any other payment method Franchisor implements, such as payment by credit card. If Franchisor requires, you shall: ***(a)*** comply with Franchisor's procedures, as specified in the Manual or otherwise in writing; ***(b)*** perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 4.9.; ***(c)*** give Franchisor one or more authorizations in the form designated by Franchisor to initiate debit entries and/or credit correction entries to the Account for payments of the Royalty Fee, Advertising Fee and other amounts payable under this Agreement, including any interest charges; and ***(d)*** make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for each payment thereof. Notwithstanding the provisions of this Article 4, Franchisor reserves the right to modify, at its option, the method by which you pay the Royalty Fee, Advertising Fee and other amounts owed under this Agreement upon receipt of written notice by Franchisor. Your failure to have sufficient funds in the Account is a material breach of this Agreement.

4.10. Interest; Nonsufficient Funds Charge. Any payments not received by Franchisor by the Due Date will accrue interest at the rate of 18% per annum or the highest lawful interest rate permitted by the jurisdiction in which the Center operates, whichever is less. If any check, draft, electronic or other payment method or attempt, is returned for insufficient funds or any other reason, you shall pay to Franchisor a nonsufficient funds charge in the amount of $100 (which may be increased each year by an amount not to exceed 10% of the then-current amount) and reimburse Franchisor for all expenses that it incurs on account of such nonsufficient funds.

4.11. Partial Payments; Application of Payments. If you pay less than the amount due, your payment will be considered a partial payment on account. Franchisor may accept such payment as a partial payment, irrespective of any endorsement or other statement that the payment constitutes full payment. Franchisor's acceptance of such partial payment will not be considered a waiver of any of its right to demand or receive full payment, and you hereby waive any estoppel defense in this regard. Franchisor may apply your payments to any indebtedness, in its sole and reasonable discretion, regardless of any designation that accompanies the payment.

4.12. Payment of Taxes. To the extent that any sales, excise, or similar taxes are imposed on payments for goods or services provided by Franchisor, you shall pay such taxes.

4.13. Collection Costs and Expenses. You shall pay Franchisor on demand any and all costs and expenses incurred by Franchisor in enforcing the terms of this Agreement including, without limitation, collecting any monies that you owe to Franchisor. These costs and expenses include, without limitation, costs and commissions due to a collection agency, reasonable attorneys' fees, costs incurred in creating or replicating reports demonstrating Gross Sales of the Center, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

4.14. CPI Adjustment. The Royalty Fee and Advertising Fee payable pursuant to this Agreement are subject to adjustment based on any increase in the Consumer Price Index (meaning the annual average of the Consumer Price Index for All Urban Consumers, Other goods and services, 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor). If the Bureau of Labor Statistics ceases publishing the Consumer Price Index, then the successor or most nearly comparable index as we select will be used. Fees will be changed no more than once per year. The increase will be based on the increase in the Index from January 1 of any year to January 1 of the year of the Effective Date of this Agreement or the previous CPI adjustment.

5. TRAINING AND ASSISTANCE

5.1. Initial Training. Before you may open the Center for business all of your Owners, including the Managing Owner (if your Managing Owner is not also the Center Manager), and your Center Manager must successfully complete, to Franchisor's satisfaction, Franchisor's initial training program. The initial training program may be available online for a fee or will take place at a location and time that Franchisor designates,

prior to the Center opening. Two individuals may attend Franchisor's in-person or access Franchisor's online initial training program without charge. At your request, Franchisor may permit additional individuals to attend the same training program, subject to space availability and payment of Franchisor's then-current tuition. We reserve the right to increase our tuition by 50% each calendar year. You are responsible for all costs and expenses of complying with Franchisor's training requirements including, without limitation, tuition and registration costs, and salary, travel, lodging, and dining costs for all of your Owners and employees who participate in the training.

5.2. Ongoing Assistance. Upon your written request, Franchisor may, in its sole discretion, provide additional on-site or classroom training assistance. Should Franchisor agree to provide on-site additional assistance, Franchisor has the right to charge (and you agree to pay) Franchisor's current daily rate for providing such assistance, which we may increase by 50% each calendar year. You also agree to reimburse Franchisor for all out-of-pocket costs it incurs in connection with providing such additional assistance, including travel, lodging and dining costs for the individual(s) providing such assistance. Should Franchisor agree to provide additional classroom training, you are responsible for all costs and expenses related to your employees' attendance at such additional classroom training, without limitation, salary, travel, lodging, and dining costs.

5.3. Pre-Opening Consultation. Franchisor shall provide such pre-opening consultation and advice as it deems appropriate, which may include advice with regard to the development and operation of the Center, building layout, furnishings, fixtures, and equipment, plans and specifications, employee recruiting, selection, and training, purchasing and inventory control, and such other matters as Franchisor deems appropriate.

5.4. Ongoing Consultation. Franchisor shall provide such ongoing consultation and advice as it deems appropriate, which may include information about new service and product development, instruction concerning the operation and management of OsteoStrong® Center, advertising and marketing advice, and financial and accounting advice. Such consultation and advice may be provided, in Franchisor's discretion, through Center visits by Franchisor personnel, via meetings, seminars or conferences, and/or through dissemination of electronic or printed materials.

5.5. Additional Training. You shall cause the Managing Owner (if the Managing Owner is not also the Center Manager), the Center Manager, and other employees that Franchisor designates to attend such additional courses, seminars, and other training programs as Franchisor may reasonably require. Franchisor may charge a reasonable tuition for these additional courses, seminars, or other training programs, and you are responsible for all training-related costs and expenses including, without limitation, salary, travel, lodging, and dining costs for all employees who participate in the training. Franchisor's tuition as of the Effective Date of this Agreement is $500 per attendee, provided that Franchisor may increase this rate by up to 50% in any calendar year.

5.6. Additional On-Site Training. In the event that you fail two consecutive quality inspections Franchisor may, in its sole discretion, require the Center Manger (or, if the Center Manager is also the Managing Owner then one additional employee) to attend up to three days of on-site training. You will bear all costs for such additional training including, but not limited to Franchisor's current daily rate, which as of the Effective Date of this Agreement is $500 per day, for providing such training and all travel expenses. Franchisor may increase this daily rate by up to 50% in any calendar year.

5.7. Performance by Delegate. You acknowledge and agree that any rights or duties of Franchisor may be exercised and/or performed by any of Franchisor's designees, agents, or employees.

6. OPERATION OF THE CENTER

6.1. General Operating Requirements. You understand and acknowledge that every detail of the System is essential to maintain and enhance the goodwill associated with the Marks and the integrity of the brand. Accordingly, you agree as follows:

(a) To operate the Center according to the highest applicable health and safety standards and ratings; to timely obtain or cause employees to obtain any and all permits, certificates, or licenses necessary for the lawful operation of the Center; to operate the Center according to Franchisor's operating methods, standards, and specifications, and to maintain, at all times, a high moral and ethical standard in the operation of the Center.

(b) To review the laws of the area in which you will be operating the Center to determine what statues, regulations, ordinances, or other laws may have an impact on your ability to operate the Center. Franchisor is not responsible for reviewing the laws, and makes no representation or warranty (express or implied) that the System Franchisor has developed complies with the laws of your particular area.

(c) To maintain your premises and conduct your Center operations, at all times, in compliance with all applicable laws, regulations, codes and ordinances including, without limitation, ***(i)*** all governmental regulations relating to sales, advertising and membership cancellation rights of health club memberships, and all bonding requirements, and ***(ii)*** all applicable laws pertaining to the privacy of consumer, employee and transactional information ("**Privacy Laws**").

(d) To notify Franchisor by telephone and confirm in writing within 72 hours of any investigation or violation, actual or alleged, concerning any health or safety regulations, and notify Franchisor in writing within five days of the commencement of any investigation, action, suit or proceeding, and the issuance of any order, writ, injunction, award, or decree of any court, agency or other government instrumentality, which may adversely affect the operation or financial condition of the Center.

(e) Upon the occurrence of a Crisis Management Event, to immediately inform Franchisor's President (or as otherwise instructed in the Manuals) by telephone, and to cooperate fully with Franchisor with respect to Franchisor's response to the Crisis Management Event.

6.2. Center Manager.

6.2.1. The Center must be supervised by a Center Manager. The Center Manager may, but is not required to be, the Managing Owner. The Center Manager shall have full control (to the extent granted by Franchisee) over day-to-day Center management and operations. The Center Manager and, if the Center Manager is not also the Managing Owner then the Managing Owner, must attend and successfully complete Franchisor's initial training program and all additional training that Franchisor requires, to Franchisor's satisfaction. If the Center Manager is the Managing Owner, Franchisor may require that one additional employee also successfully complete Franchisor's initial and any additional training programs. The Center Manager shall devote his or her full-time best efforts to Center operations, and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment. Franchisor shall have approved the Center Manager as meeting its then-current qualifications for such position.

6.2.2. If the Center Manager ceases to serve in, or no longer qualifies for, such position, you shall designate another qualified person to serve as your Center Manager within 30 days after the date the prior Center Manager ceases to serve or no longer qualifies to serve. Any proposed replacement Center Manager must successfully complete the initial training program and such other training required by Franchisor, and be approved by Franchisor, before assuming his or her position as Center Manager and, in no event, later than 90 days after the previous Center Manager ceased to serve in such position.

6.3. Employee Policy; Uniforms and Employee Appearance. You shall maintain a competent, conscientious, and trained staff, and shall take such steps as are necessary to ensure that your employees and/or Center representatives preserve good customer relations; render competent, prompt, courteous, and knowledgeable service. You shall cause all employees and/or Center representatives, while working at the Center, to: ***(a)*** wear uniforms of such color, design, and other specifications as Franchisor may designate from time to time, and ***(b)*** present a neat and clean appearance. In no case shall any of your employees

and/or independent technicians wear his or her OsteoStrong® uniform while working for you at any location other than the Center. You are responsible for the training of your own employees.

6.4. Authorized Equipment; Related Agreements and Fees. You must use in the operation of the Center only the proprietary or non-proprietary equipment that Franchisor specifies in the Manuals or other written directives. You must purchase or lease all equipment that Franchisor designates for use in connection with the Center from Franchisor or Franchisor's designated suppliers. Franchisor will supply to you a copy of the current equipment list prior to your opening of the Center. You acknowledge and agree that Franchisor may change the list periodically and that you are obligated to conform to the requirements. This may include, but is in no way limited to, the purchase and installation of additional equipment and replacing existing equipment. You will not be allowed to open or operate the Center with any unapproved equipment. If any of the suppliers, manufacturers, or licensors of the required equipment, which may include Franchisor or its affiliates, require that you enter into an agreement related to your purchase, installation, license, or use of the Center equipment, you agree to execute such agreements and to pay any and all payments and fees such parties may impose in connection with the Center equipment.

6.5. Memberships. You must sell memberships ("**Memberships**") only on such terms and conditions as Franchisor specifies periodically. All Memberships must be evidenced by a written or, if approved or required by Franchisor, electronic agreement ("**Membership Agreement**") and all member and billing information must be promptly and accurately entered into the approved computer system according to Franchisor's then-current policies. You must use Membership Agreements that are based on Franchisor's then-current standard form of Membership Agreement, with the exception, however, that there may be state and local laws that may require you to alter the membership agreement in the jurisdictions under which your Center operates – you must abide by those laws. Any changes to the form document must be approved in writing by Franchisor. The Membership Agreement must include: ***(i)*** a reciprocity provision that permits members from your Center to use other OsteoStrong® centers and permits another OsteoStrong® center Member to also use your Center, ***(ii)*** a waiver and release of Franchisor and Franchisor's Affiliates and ***(iii)*** a statement identifying the Center as an independently-owned franchised location. You must permit members of other OsteoStrong® centers to use your Center under such terms and conditions as Franchisor may state in writing from time to time. All Membership Agreements and all billings of any type must be processed through Franchisor's approved processing system (which is currently the iGo Figure System).

You may only solicit memberships to persons residing or employed in your Territory. Franchisor or other franchisees may solicit memberships within your Territory (for example, if territories overlap). Unless approved by Franchisor in writing, all membership sales must be made face-to-face. You may solicit, advertise, and accept memberships online or outside your Territory only with our prior approval or in accordance with our then-current policies. We have the right to prohibit or cancel memberships you sell that will expire beyond the expiration date of your Term or any exercised renewal term. You are responsible for all refunds or liabilities to your members due to the cancelation of memberships as provided in this Section 6.5. You must execute the Membership Contract Assignment Agreement in the form attached as Attachment J.

6.6. Member Administration and Mediation. Franchisor or an Affiliate may from time to time engage in administrative tasks related to member administration such as administering the membership transfer and reciprocity programs. You agree that Franchisor may take those actions in accordance with Franchisor's then-current policies, which may include transferring members to and from your Center and providing on-line member enrollment. You agree that Franchisor may make such corrections as necessary, including that if a member is mistakenly transferred to the wrong center, Franchisor may issue credits and charges for the membership dues to the affected centers. Any actions Franchisor takes for member administration are for the benefit of the brand and uniformity in the System and not to exercise control over your business.

6.7. Authorized Services and Product Offerings. You must offer and sell all services and products that Franchisor requires, and only those services and products that Franchisor has approved. Franchisor may add, eliminate and change authorized services and/or products, in its sole discretion, and you must comply

with all directives (which may require purchasing and installing additional equipment). You shall package all products in accordance with Franchisor's standards and procedures as communicated to you from time to time via the Manual or other written directives. Such standards and procedures may include, without limitation, use of packing and marketing paraphernalia bearing the Marks, and other standards for displaying for sale the proprietary products and other items approved by Franchisor for retail sale. You shall participate in all market research programs that Franchisor requires, which includes test-marketing new services and/or products, purchasing a reasonable quantity of new products for test-marketing, promoting the sale of the new services and/or products. You shall provide Franchisor with timely reports and test results for all such programs.

6.8. Purchase Requirements. You shall purchase and install, at your expense, all fixtures, furnishings, equipment, décor, signs, and other items as Franchisor may reasonably direct; and shall refrain from installing or permitting to be installed on or about the Center premises any fixtures, furnishings, equipment, décor, signs, vending or game machines, or other items not approved by Franchisor. In addition, you shall purchase and use only products, packaging materials, and supplies that conform to Franchisor's standards and specifications; and shall purchase, use, offer and/or promote OsteoStrong® products which are produced or manufactured in accordance with Franchisor's proprietary specifications and/or formulas or which Franchisor designates as "**Proprietary Products**".

6.9. Purchases from Designated Sources. Franchisor and its Affiliates may act as suppliers of goods, services, products, and/or supplies to be purchased by you, including, without limitation, the Proprietary Products, membership identification supplies, marketing collateral, and your computer hardware and software ("**Goods and Services**"), and may designate themselves as the sole suppliers of any such Goods and Services. You shall purchase your requirements of Goods and Services from Franchisor or its designated sources, which purchase price shall also include all taxes and shipping costs. Such Goods and Services shall be made available for purchase at then-current published prices according to the supplier's then-current purchase terms and conditions. You shall purchase all other products, equipment, supplies and materials used or sold at or by the Center solely from suppliers (including Franchisor, or its Affiliates, and manufacturers, wholesalers, and distributors) designated or approved by Franchisor. Franchisor may also designate specific accounts, channels, processes and/or procedures which you agree to purchase through or abide by in connection with your purchase of any Goods and Services, products, equipment, supplies, and materials used or sold at or by the Center.

You acknowledge and agree that Franchisor and its Affiliates may negotiate purchase arrangements with suppliers for your benefit and may derive revenue or obtain rebates, bulk pricing discounts or allowances for their own account from approved or designated suppliers if rebates or other considerations become available because of your purchases of products or services. If you desire to purchase products or equipment from sources other than approved suppliers, or offer the use of unapproved equipment at your Center, you shall submit to Franchisor a written request to approve the proposed supplier and/or equipment, together with such information as Franchisor may request and evidence of conformity with Franchisor's specifications as Franchisor may reasonably require, or shall request the supplier itself to do so. Franchisor shall have the right to inspect and evaluate the supplier's facilities and products or equipment to be supplied. Franchisor may from time to time re-inspect and re-evaluate the facilities and products and equipment of any approved supplier and revoke its general approval of particular products, equipment, or suppliers when Franchisor determines, in its sole discretion, that such products, equipment or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, you shall cease to offer the use of such equipment at the Center, or cease to sell any disapproved products and cease to purchase from any disapproved supplier. Franchisor reserves the right to condition its approval of any proposed product or equipment on such terms Franchisor decides in its sole discretion, including, without limitation, your execution of a general release in Franchisor's and its related parties' favor, your agreement to obtain additional insurance, your agreement to attend additional training, and your agreement to a test period.

6.10. Franchised Location.

6.10.1. You shall maintain the Center (including adjacent public areas) in a clean, orderly condition and in excellent repair and in accordance with Franchisor's standards. You shall, at your expense, make such additions, alterations, repairs, and replacements under this Agreement as may be required for that purpose, including, without limitation, such periodic repainting, repairing, and replacing of obsolete or deteriorated signs, furnishings, fixtures, equipment, and décor as Franchisor may reasonably direct. Upon Franchisor's request, you shall install and maintain at the Center interactive multi-media equipment, devices, and facilities Franchisor requires, including, without limitation, approved music systems, Wi-Fi and other wireless internet and communications systems, and interactive displays, including LCD screens.

6.10.2. You shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at the Franchised Location.

6.10.3. You shall purchase and install, at your expense, all fixtures, furnishings, equipment, décor, signs, and other items as Franchisor may reasonably direct from time to time in the Manual or otherwise in writing in accordance with Franchisor's standards and specifications; and shall refrain from installing or permitting to be installed on or about the Franchised Location, any fixtures, furnishings, equipment, décor, signs, vending or game machines or other items not previously approved in writing as meeting Franchisor's standards and specifications.

6.10.4. At Franchisor's request, you shall make such alterations as may be necessary to reflect new product offerings and marketing incentives, including updating or replacement new interior signage, graphics, and/or point of sale materials.

6.10.5. At Franchisor's request, but not more often than once every 60 months (and in addition to any work which you may undertake pursuant to other sections of this Agreement), you shall refurbish the Center, at your own expense, to conform to the building design, trade dress, color schemes, and presentation of the Marks in a manner consistent with the then-current public image for new or remodeled OsteoStrong® Centers in the System, including, without limitation, replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements and reasonable structural changes that Franchisor may reasonably require or that may be required by law.

6.11. Days and Hours of Operation. You shall cause the Center to be open and in normal operation for such minimum hours and days as Franchisor may specify in the Manual or in other written directives. Unless otherwise approved by Franchisor in advance and in writing, the Center will not be open for operation without the minimum number of required staff on duty at the Center location.

6.12. Quality Assurance Inspections; Testing. Franchisor shall have the right to enter upon the Center premises during regular business hours to inspect the Center for quality assurance purposes. You shall allow Franchisor from to time to obtain samples of ingredients, products and supplies, without charge, to test for quality assurance purposes. Franchisor reserves the right to conduct remote inspections as well, and you agree to cooperate, participate, and facilitate any such remote inspections.

6.13. Modification to the System. At your own expense, you shall make such alterations, additions, or modifications to the Franchised Location as Franchisor may reasonably require, to implement changes to the System, including, without limitation, changes to products, services or market positioning. You shall make all such changes within 90 days from receipt of notice. You shall not implement any modification to the System without Franchisor's express prior written consent.

6.14. Pricing. To the fullest extent permitted by applicable law, Franchisor reserves the right to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for Memberships, products or services.

6.15. Intranet/Extranet System. Franchisor may, at its option, establish and maintain an intranet or extranet system through which franchisees of the OsteoStrong® network may communicate and through

which Franchisor may disseminate updates to the Manual and other Confidential Information. Franchisor will have no obligation to establish or to maintain the intranet indefinitely, and may dismantle it at any time without liability to you. Franchisor may establish policies and procedures for the intranet's use. Franchisor expects to adopt and adhere to a reasonable privacy policy. However, you acknowledge that, as administrator of the intranet, Franchisor can access and view any communication that anyone posts on the intranet. You further acknowledge that the intranet facility and all communications that are posted to it will become Franchisor's property, free of any claims of privacy or privilege that you or any other individual may assert. If you fail to pay when due any amount payable to Franchisor under this Agreement, or if you fail to comply with any policy or procedure governing the intranet, Franchisor may temporarily suspend your access to any chat room, bulletin board, listserv, or similar feature the intranet includes until such time as you fully cure the breach.

6.16. Website. Franchisor may, but shall not be obligated to, establish and maintain from time to time Franchisor's Website to provide information about the System and the goods and services that OsteoStrong® Centers provide, even though Franchisor's Website is accessible by persons in your trade area. Franchisor has sole discretion and control over the design and content of Franchisor's Website.

6.17. National Accounts. Franchisor may periodically enter into agreements with clients that Franchisor considers to be "**National Account Clients**" (that is, clients that contract with Franchisor for group memberships or memberships for individuals in multiple locations or other clients which contract for products or services, to be provided by multiple OsteoStrong® Centers). You agree to provide Center products and services to National Account Clients under the terms and conditions Franchisor has negotiated with the National Account Client. To the extent that Franchisor receives payment directly for the products purchased or services performed for a National Account Client, Franchisor will deduct from the payment the amount of all fees and other payments that you owe to Franchisor or its Affiliates, and remit to you the balance within a reasonable period of time following the payment. You cannot decline to service a National Account Client. Failure to service a National Account Client is grounds for termination under this Agreement.

6.18. Restriction on Transfer or Sale of Proprietary Equipment. At all times during the Term of this Agreement as well as after the expiration or termination of this Agreement, you agree that you are prohibited from selling, transferring, leasing, or otherwise disposing of the Proprietary Equipment in any way that is not expressly approved by Franchisor in advance in writing, which Franchisor may be withheld or conditioned at Franchisor's sole discretion. Franchisor further reserves the right to strictly prohibit any sale, transfer, lease or disposition of the Proprietary Equipment.

7. PROPRIETARY MARKS AND COPYRIGHTS

7.1. Franchisor's Representations. Franchisor represents to you that it has obtained from its Affiliate a license to use and to sublicense to you the right to use the Marks in accordance with the terms and conditions of this Agreement.

7.2. Acknowledgments. You expressly acknowledge that Franchisor or its Affiliate owns all right, title, and interest in and to the Marks and the goodwill associated with the Marks, and that you have no ownership interest in the Marks. You agree not to use any other Marks or any marks, names or indicia of origin that are or may be confusingly similar to the Marks in your own corporate or business name except as authorized in this Agreement. You further acknowledge and agree that any and all goodwill associated with the Center and identified by the Marks is Franchisor's property and shall inure directly and exclusively to the benefit of Franchisor and that, upon the expiration or termination of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Marks. You understand and agree that any use of the Marks other than as expressly authorized by this Agreement, without Franchisor's prior written consent, may constitute an infringement of Franchisor's rights herein and that the right to use the Marks granted herein does not extend beyond the termination or expiration of this Agreement.

7.3. Use of the Marks. You shall use only the Marks designated by Franchisor, shall use them only in the manner that Franchisor authorizes and permits, and shall use them with the symbols "®", "TM", or "SM", as appropriate. You shall use the Marks only in connection with the operation and promotion of the Center, and only in the manner prescribed by Franchisor. You may not contest ownership or validity of the Marks or any registration thereof, or engage in any conduct that adversely affects the ownership or registration of the Marks, or Franchisor's right to use or to sublicense the use of the Marks. You shall execute all documents that Franchisor requests in order to protect the Marks or to maintain their validity and enforceability.

7.4. Restriction Against Use in Your Corporate Name. You may not use the Marks or any part thereof in your corporate name, and may not use them to incur any obligation or indebtedness on Franchisor's behalf.

7.5. Restriction Against Use of the Marks and Copyrighted Works on the Internet. You may not use the Marks or any part or derivative thereof or any of Franchisor's Copyrighted Works on the Internet, except as expressly permitted by Franchisor in writing. Without limiting the generality of the foregoing, you may not use the Marks or any part or derivative of the Marks as part of any URL or domain name, and may not register as part of any username on any website (including commercial, gaming, video sharing, user review, and social networking websites), or as part of any unauthorized email address. You also may not display on any website (including commercial, gaming, video sharing, user review, and social networking websites) Franchisor's Copyrighted Works, which include the design portion of its Marks, or any collateral merchandise identified by the Marks.

7.6. Notice. You shall identify yourself as an independent franchise owner of the Center in conjunction with any use of the Marks or operation of the Center, including, but not limited to, such use on invoices, order forms, receipts, business stationery, business cards, and contracts, as well as at such conspicuous locations at the Center as Franchisor may designate in writing. The form and content of such notice shall comply with the standards set forth in the Manuals.

7.7. Infringement. You shall promptly notify Franchisor of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works, or any challenge to Franchisor's or its Affiliate's ownership of, Franchisor's license to use and to license others to use, or your right to use, the Marks or Copyrighted Works licensed under this Agreement. You acknowledge that Franchisor or its Affiliate has the right, but not the obligation, to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement thereof. Franchisor or its Affiliate has the right, but not the obligation, to take action against third parties for infringement of the Marks or Copyrighted Works or defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works. In the event of any litigation relating to your use of the Marks or Copyrighted Works, you shall execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Franchisor may, in its sole discretion, elect to bear the cost of such defense or prosecution, including the cost of any judgment or settlement. Except to the extent that such litigation is the result of your use of the Marks or Copyrighted Works in a manner inconsistent with the terms of this Agreement, Franchisor may also agree to reimburse you for your associated costs.

7.8. Changes to the Marks. Franchisor reserves the right, in its sole discretion, to designate one or more new, modified or replacement Marks for your use and to require your use of any such new, modified or replacement Marks in addition to or in lieu of any previously designated Marks. You must comply with any such directive within 60 days following your receipt of Franchisor's written notice to you, and you are responsible for all related costs and expenses.

8. SYSTEM, MANUALS, AND INFORMATION

8.1. Manuals. Franchisor will provide you with access to a digital copy of the Manuals. You shall operate the Center in accordance with the standards, methods, policies, and procedures specified in the Manuals. The Manuals shall at all times remain the sole property of Franchisor and shall be kept in a secure place at the Franchised Location. You shall ensure that your copy of the Manuals are kept current at all times, and in the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor shall be controlling.

8.2. System Modification. You acknowledge that the System, Franchisor's Manuals, and the products and services offered by the Center may be modified, (such as, but not limited to, the addition, deletion, and modification of operating procedures, products and services) from time to time by Franchisor. 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. Franchisor shall notify you of any such System changes and you shall implement any System changes upon receipt of notice thereof from Franchisor, and shall complete their implementation within such time as Franchisor may reasonably specify. For purposes of this Agreement, System changes shall include, without limitation, changes in any of the categories referred to in this Section 8.2. No such modification will alter your fundamental status and rights as a franchisee under this Agreement.

8.3. Compliance with System and Manuals. You agree that the uniformity and consistency of the operation of all OsteoStrong® centers is mutually beneficial to Franchisor and franchisees. You also agree that your full and strict compliance with the Manuals and System and any changes thereto is necessary to protect the reputation and goodwill of Franchisor, and the reputation, goodwill, value, and integrity of the Marks and System, and that such compliance is essential, material, and vital to the operation of your Center. Therefore, you agree to always be in full and strict compliance with all parts of the Manuals and System and that your failure to comply is a material default of this Agreement. In addition, in the event that during the Term of this Agreement you are not in strict compliance with the Manuals and System and any changes thereto, you will pay to Franchisor a Compliance Administration Fee of $300 per month until you are fully and strictly compliant with the Manuals and System. This Assessment is not a punitive fee or a penalty and is meant to compensate Franchisor for the monitoring of your noncompliance, for any administrative costs and efforts incurred in connection with your noncompliance.

8.4. Confidentiality. You shall maintain the confidentiality of all Confidential Information. You shall use Confidential Information only in connection with the operation of the Center, and shall divulge Confidential Information only to your employees and only on a need to know basis. You hereby acknowledge and agree that all Confidential Information, including Member Information, belongs exclusively to Franchisor. This obligation shall survive termination or expiration (without renewal) of this Agreement.

9. ADVERTISING AND MARKETING

9.1. General. All of your promotional and marketing materials shall be presented in a dignified manner and shall conform to Franchisor's standards and specifications related to advertising, marketing, and trademark use. You shall submit to Franchisor samples of proposed promotional and marketing materials, and notify Franchisor of the intended media, before first publication or use. Franchisor shall use good faith efforts to approve or disapprove proposed promotional and marketing materials within 15 days of their receipt. You may not use the promotional or marketing materials until Franchisor expressly approves the materials and the proposed media. Once approved, you may use the materials only in connection with the media for which they were approved. Franchisor may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval.

9.2. Grand Opening Advertising. Your required grand opening advertising expenditures consists of your participation in Franchisor's proprietary digital marketing system as set forth in Section 9.5.1 below.

9.3. Advertising Fee. Each month during the Term, you shall pay to Franchisor the Advertising Fee in the amount stated in the Summary Pages in consideration for the advertising and marketing services that Franchisor provides in its discretion. You shall submit payment of the Advertising Fee in the same manner as the Royalty Fee and on such Due Date as Franchisor designates.

9.4. Loyalty Programs, Prize Promotions, and Promotional Literature.

9.4.1. You shall participate in and offer to your customers: ***(a)*** all customer loyalty and reward programs; and ***(b)*** all contests, sweepstakes, and other prize promotions; which Franchisor may develop from time to time. Franchisor will communicate to you in writing the details of each such program or promotion, and you shall promptly display all point-of-sale advertising and promotion-related information at such places within the Center as Franchisor may designate. You shall purchase and distribute all coupons and other collateral merchandise designated by Franchisor for use in connection with each such program or promotion.

9.4.2. 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/or loyalty 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 certificates and/or loyalty cards accepted as payment for products and services sold by the Center.

9.4.3. You also shall display at the Center all promotional literature and information as Franchisor may reasonably require from time to time. This may include, among other things, displaying signage or other literature containing information about the OsteoStrong® franchise offering.

9.4.4. You also agree to honor such credit cards, courtesy cards, and other non-cash or credit devices, programs, and plans as may be issued or approved by us from time to time. Any reasonable and customary service charges or discounts from reimbursements charged on such cards or authorizations will be at your sole expense. 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, you agree that you shall cause the Center 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. You are solely responsible for educating yourself as to these regulations and standards, and for achieving and maintaining applicable compliance certifications. You shall defend, indemnify, and hold Franchisor harmless from and against all claims arising out of or related to your violation of the provisions of this Section 9.4.4. You further agree to provide Franchisor with any information Franchisor requires concerning your compliance with the requirements in this Section, and to demonstrate your compliance on reasonable request, which may include undergoing an independent third party audit. In the event you are unable to demonstrate full compliance, Franchisor may require that you engage the services of an approved vendor to assist you on an ongoing basis and to abide by such vendor's recommendations.

9.5. Participation in Marketing Programs. You shall at all times cooperate with Franchisor and other franchisees of Franchisor and shall actively participate in any and all sales, public relations, advertising, cooperative advertising and purchasing programs or promotional programs (including, without limitation, product give-away promotions, lead generation programs, and social media marketing programs) which may be developed and implemented by Franchisor. Participation may include, without limitation, purchasing (at your expense) and using ***(a)*** point of sale and marketing materials, ***(b)*** counter cards, displays, and give away items promoting loyalty programs, prize promotions, and other marketing campaigns and programs, and ***(c)*** equipment necessary to administer loyalty programs and to prepare and print customized purchase receipts, coupons, and similar items. In addition, in connection with a marketing program or

initiative implemented by the Franchisor, you may be required to engage a designated third-party services provider, such as a marketing agency, or Franchisor or its Affiliate, and pay any fees imposed by such parties in connection with the implementation of the marketing program , and enter into such agreements as required by the service provider to provide marketing program services to you.

9.5.1. Proprietary Digital Marketing System. Franchisor has implemented a digital marketing system designed to generate member leads and drive brand recognition and business development. You agree to participate fully in this marketing system, in the form such system takes from time to time as decided by Franchisor, and where the Franchisor reserves the right to modify, suspend, and discontinue this system, as well as its related fees, in its sole discretion, and to pay all related fees, up to any minimum expenditure obligation in the program the Franchisor sets. Franchisor's designated supplier for this proprietary digital marketing system (which may include the Franchisor or its affiliates), the services provided for the system, participation requirements, and the systems' related fees and expenditure requirements may be revised by Franchisor from time to time in its discretion, provided, however, that your fees for this digital marketing system will not increase by more than the amount set by any third party providers for the portion of the fee payable to such third parties and by 20% per year for any portion of the fee set by Franchisor.

9.5.2 Lead Acquisition Fee. Franchisor reserves the right to, directly or indirectly, market and promote the System, including the Center, through methods, programs, third parties, and other methods, which may generate prospective member leads for the Center. For leads generated by such activities, excluding, however, leads generated by Franchisor's proprietary digital marketing system as set forth in Section 9.5.1 above, Franchisor will charge the Lead Acquisition Fee set forth in the Summary Pages. The Lead Acquisition Fee will apply if one or more leads are generated for the Center, provided, however, that Franchisor makes no warranties or representations that any or a minimum number of leads will be generated in a particular month or during the term of this Agreement. In addition, Franchisor does not cap the number of leads which may be generated, and you agree to pay the Lead Acquisition Fee regardless of how few or how many leads are generated. You understand and agree, however, that regardless of how many or how few leads are generated by Franchisor, if any, it is your ultimately responsibility to ensure that you have sufficient leads and members necessary for the successful operation of your Center.

10. COMPUTER SYSTEM; ACCOUNTING AND RECORDS; TAXES

10.1. Computer System. You shall acquire and use only the point of sale cash registers and computer systems and equipment that Franchisor prescribes for use by OsteoStrong® Centers ("**Computer System**"), and adhere to Franchisor's requirements for their use. Requirements may include, among other things, connection to remote servers, off-site electronic repositories, and high-speed Internet connections. As technology or software is developed in the future, Franchisor may, in its sole discretion, require you to add to your Computer System memory, ports, and other accessories or peripheral equipment or additional, new, or substitute software, and replace or upgrade your Computer System and software as Franchisor prescribes. You shall acquire, install and maintain such anti-virus and anti-spyware software as Franchisor requires, and shall adopt and implement such Internet user policies as Franchisor may prescribe for purposes of avoiding, blocking, and eliminating viruses and other conditions that interfere with operation of the Computer System.

10.2. Software. You shall: ***(a)*** use any proprietary software programs, system documentation manuals, and other proprietary materials that Franchisor requires in connection with the operation of the Center; ***(b)*** input and maintain in your computer such data and information as Franchisor prescribes in the Manual, software programs, documentation, or otherwise; and ***(c)*** purchase or license new or upgraded software programs, system documentation manuals, and any proprietary materials at then-current prices whenever Franchisor adopts such new or upgraded programs, manuals, and materials system-wide. You shall enter into all software license agreements, "terms of use" agreements, and software maintenance agreements, in the form and manner Franchisor prescribes, and pay all fees imposed thereunder. Contemporaneously with

this Agreement you must execute our Spectrum® Software License Agreement, included as Attachment K to this Agreement, and pay any required fees described thereunder. The Spectrum® Software License Agreement grants you the right to use the Spectrum® Software, a proprietary software created to operate and personalize a customer's use of certain required equipment offered to customers at your Center, in accordance with its terms.

10.3. Independent Access. You must give to Franchisor unrestricted access to your Computer System at all times (including users IDs and passwords, if necessary, and remote access, if possible) to download and transfer Center related data and Franchisor may independently poll Gross Sales, expense, and all other information input and compiled by your Computer System from a remote location. There is no limitation on Franchisor's right to access this information nor in Franchisor's right to use the information for any desired purpose.

10.4. Customer Data. You agree that all data and information collected by you from customers and potential customers in connection with your Center ("**Customer Data**") is owned by us. You also agree to give us, or grant us unlimited access to, the Customer Data any time we request it. You have a license and right to use Customer Data while this Agreement or a replacement or renewal franchise agreement is in effect, but only in line with the policies that we establish and applicable law. You may not sell, transfer, or use Customer Data for any purpose other than in the operation of your Center in accordance with this Agreement.

10.5. Maintenance of Records. You shall prepare and preserve for at least five years from the date of preparation complete and accurate books, records, and accounts according to generally accepted accounting principles and in the form Franchisor prescribes.

10.6. Submission of Financial Statements and Tax Returns. No later than March 30 of each calendar year, you shall provide to Franchisor ***(a)*** a copy of the previous year's annual profit and loss statements; ***(b)*** a copy of the previous year's sales tax returns; and ***(c)*** a copy of your federal and state income tax returns for the previous year; provided, however, that if you are an individual franchisee, you may submit only those schedules to your personal tax returns which reflect the revenues and expenses of the Center.

10.7. Submission of Performance Reports. You shall accurately report to Franchisor the Center's Gross Sales and such other financial information as Franchisor may reasonably require using the procedures and Franchisor prescribes periodically. Reports shall be due on the date prescribed by Franchisor, and shall be signed by an authorized representative, attesting to their accuracy. Within 30 days following the end of each fiscal quarter, you shall provide to Franchisor a copy of your profit and loss statements prepared according to generally accepted accounting principles and which accurately reflect your financial information for the period requested by Franchisor. You also shall provide to Franchisor such other reports, computer back-up and other information that Franchisor may reasonably request.

10.8. Audit of Franchisee Records. Franchisor or its designated agent shall have the right to audit, examine and copy your books, records, accounts, and business tax returns at any time. If an inspection or audit reveals underpayment of amounts owed to Franchisor, you shall immediately pay the understated amount with interest as provided in Section 4.9. If an audit or inspection reveals your understatement of Gross Sales by 2% or more during any continuous six month period then, in addition to amounts due on the understatement and interest, you shall promptly reimburse Franchisor all costs and expenses that it incurred in connection with performing the audit or inspection (including travel, lodging and wage expenses, and attorneys' and accountants' fees).

10.9. Use of Financial Information. You acknowledge and agree that it may be in the best interest of the franchise system to share historical revenue and expense information with prospective franchisees. To that end, you hereby authorize Franchisor to publish information concerning the Center's Gross Sales, expense, and other information reported to Franchisor. There is no limitation on Franchisor's right to use and publish this information.

10.10. Taxes. You shall promptly pay all taxes due and owing based on your operation of the Center including, without limitation, sales taxes, income taxes, and property taxes.

11. INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

11.1. Independent Contractor. The parties acknowledge and agree that you are operating the Center as an independent contractor. Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, employee, joint-employer, or agency relationship between the parties. Neither party shall have fiduciary obligations to the other, or be liable for the debts or obligations of the other. Neither party shall have 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, nor contract any debts or obligations on behalf of the other party, or their affiliates, unless otherwise agreed in writing by the parties. You shall conspicuously identify yourself and the Center 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. Franchisor in no way participates in the hiring, disciplining, or discharging of your employees or in setting and paying wages and benefits to your employees, and you acknowledge that Franchisor has no power, responsibility, or liability with respect to the hiring, disciplining, or discharging of employees or in setting or paying their wages.

11.2. Insurance Obligations.

11.2.1. 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 their respective partners, shareholders, directors, members, managers, agents, and employees, against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense arising out of, or occurring upon or in connection with, the operation of the Center, including at a minimum, those insurance policies Franchisor requires and communicates to you in writing.

11.2.2. Such policy or policies shall: ***(a)*** be written by insurer(s) licensed and admitted to write coverage in the state in which the Center 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 its Affiliates, and their partners, officers, subsidiaries, affiliates, shareholders, directors, managers, members, regional directors, agents, and employees as additional 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 specified and described in Franchisor's written notice to you.

11.2.3. Each year Franchisor may unilaterally modify the types of insurance coverage and policies required as well as their associated coverage requirements which may include an increase to the minimum coverage requirements, requirements for addition of the Franchisor and related parties as additional insured or as covered third parties, and obtaining endorsements.

11.2.4. In connection with any and all insurance that you are required to maintain under Section 11.2., 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 11.2. Franchisor may unilaterally modify these insurance requirements, which modifications may include increasing minimum policy limits, by delivering to you written notice of the change.

11.2.5. 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 11.3. of this Agreement.

11.2.6. All public liability and property damage policies shall contain a provision that Franchisor and its Affiliates, although named as an additional insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor, or its Affiliates, partners, members, managers, shareholders, officers, directors, agents, or employees by reason of your negligence.

11.2.7. 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 certificate of insurance evidencing your compliance with this Article 11. Each certificate of insurance shall expressly provide that 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.

11.2.8. If you fail to procure or maintain the minimum insurance requirements, Franchisor or its designee shall have the right and authority (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 upon demand.

11.3. Indemnification. You shall indemnify and hold harmless to the fullest extent by law, Franchisor, its Affiliates and their respective directors, officers, managers, members, employees, shareholders, and agents, (collectively the "**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 ***(a)*** injury of any kind (including monetary, mental, or physical—including death) to any person (including your employees) or damages to any property of whatsoever kind and nature arising out of or in any manner connected with the Center; ***(b)*** the Center and your operation thereof, including, but in no way limited to, losses and expenses arising as a result of product liability or the maintenance and operation of related vehicles; ***(c)*** any of your employees', contractors', agents', or representatives' acts, omissions, and claims; or ***(d)*** your activities under or any breach of this Agreement, where the foregoing include, without limitation, those losses and expenses alleged to be caused in whole or in part by any act, omission, negligence, or strict liability of the Indemnitees (collectively an "**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 11.3., 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.

12. TRANSFER OF INTEREST

12.1. 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 or 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 related to the loss of Franchisor's name, the Marks (or any variation thereof) and System and/or the loss of association with or identification of OsteoStrong Franchising, 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 OsteoStrong® Centers 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 the Center).

12.2. Transfer by Individual Franchisee 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 operating the Center, and ***(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. Franchisor will not charge you a fee for this form of transfer, however you agree to reimburse Franchisor for any expenses Franchisor incurs with respect to the transfer.

12.3. 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)*** Attachment C has been amended to reflect the new ownership; ***(c)*** each new Owner has signed a Personal Guaranty and Undertaking in the form of Attachment E-1; and ***(d)*** you pay to Franchisor the transfer fee set forth in the Summary Pages.

12.4. Transfer of Agreement; Transfer of the Center; 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 the Center, and the sale of a Controlling Interest in you if you are a Business Entity) require Franchisor's prior written consent. Franchisor will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

12.4.1. You shall have requested consent in writing and delivered to Franchisor 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 the Center.

12.4.2. The transferee shall demonstrate 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 the Center; and has sufficient equity capital to operate the Center;

12.4.3. 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;

12.4.4. You or the transferee shall have agreed to refurbish the Center premises so that it meets Franchisor's image requirements for a new OsteoStrong® Center;

12.4.5. You and each Owner shall 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, shareholders, manages, members, 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;

12.4.6. You or the transferee shall have paid the Transfer Fee in the amount set forth in the Summary Pages;

12.4.7. The transferee shall have executed Franchisor's then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different percentage royalty fee and different advertising obligations. The term of such agreement shall be the remaining term of this Agreement at the time of transfer.

12.4.8. If the transferee is a Business Entity, then the transferee's Owners each shall sign Franchisor's standard form of Personal Guaranty and Undertaking;

12.4.9. The transferee shall have complied with Franchisor's then-current initial training requirements; and

12.4.10. If Franchisor introduced the buyer to you, you have paid all fees due Franchisor under its then-current franchise resale policy or program.

12.5. 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.

12.6. 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 Center and may not entitle or permit the secured party to take possession of or operate the Center or to transfer your interest in the franchise without Franchisor's consent. Furthermore, you may not use the Proprietary Equipment as collateral for any financing obtained, nor encumber the Proprietary Equipment in any way that does or may result in a change of title.

12.7. Public Offerings. If you are a Business Entity and you intend to issue equity interests pursuant to a public or private 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 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 12.4. 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.

12.8. 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 Center, 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 shall have the right and 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 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 12.8. shall not constitute a waiver of any of the transfer conditions set forth in this Article 12.

12.9. 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 Center, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Franchisor within six 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 12.9., the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Franchisor within six 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 13.5.

12.10. 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.

13. DEFAULT AND TERMINATION

13.1. 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 you become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed and against you and you do not oppose it; if you are adjudicated as bankrupt or insolvent; 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; 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; if proceedings for a composition with creditors under any state or federal law is instituted by or against you; if a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); if you are dissolved; if execution is levied against your business or property; if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against the Franchised Location premises or assets or equipment is instituted against you and not dismissed within 30 days; or if the real or personal property of the Center is sold after levy thereupon by any sheriff, marshal, or constable.

13.2. 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)*** your Center Manager and at least one Owner (if the Center Manager is not also an Owner) fails to successfully complete training; ***(b)*** you fail to acquire a site by the Control Date ***(c)*** you fail to open the Center for business by the Opening Date; ***(d)*** you abandon the Center (which will be presumed if you cease operations for three consecutive business days or more, except in the instance of closure due to a Force Majeure event); ***(e)*** you lose any license required to operate the Center or you lose your right to occupy the Center premises; ***(f)*** you or any Owner or Center Manager is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or you or any Owner or Center Manager commits any other crime, act, or offense, that Franchisor believes is reasonably likely to have an adverse effect on the System; ***(g)*** there is any transfer or attempted transfer in violation of Article 12 of this Agreement; ***(h)*** you or any Owner fails to comply with the confidentiality or non-compete covenants in Section 15.1. of this Agreement; ***(i)*** you or any Owner has made any material misrepresentations in connection with your franchise application; ***(j)*** you fail to comply with notification requirements set forth in Sections 6.1.(d) or (c) concerning investigations and Crisis Management Events; ***(k)*** you understate any payment to Franchisor by 2% or more, or understate any such payment in any amount, twice in any two-year period; ***(l)*** if an imminent threat or danger to public health or safety results from the operation of the Center; ***(m)*** you knowingly maintain false books or records or submit any false reports or statements to Franchisor; ***(n)*** you offer unauthorized products or services from the Center premises or in conjunction with the Marks or Copyrighted Works; ***(o)*** you purchase items for which Franchisor has identified approved or designated suppliers or distributors from an unapproved source; ***(p)*** you fail to pass two or more quality assurance inspections within any rolling 12-month period; ***(q)*** you fail to participate in any advertising or marketing program pursuant to Sections 9.5. or 9.6. on two or more occasions within any rolling 12-month period, or ***(r)*** Franchisor delivers to you two or more written notices of default pursuant to this Article 13 within any rolling 12-month period, whether or not the defaults described in such notices ultimately are cured.

13.3. 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)*** you fail to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute); ***(d)*** you fail 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; ***(e)*** failure to comply with your minimum monthly local advertising expenditure requirements; ***(f)*** your violation of any provision of this Agreement concerning the use and protection of the Marks or Copyrighted Works; ***(g)*** you fail to service a National Account Client on such terms as negotiated by Franchisor; or ***(h)*** your violation of any provision of this Agreement concerning the packaging, service, appearance or quality of OsteoStrong® products, or the use of any authorized equipment.

13.4. Termination with 30-Day Cure Period. Except as otherwise provided in this Article 13, 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.

13.5. Termination Related to Death or Permanent Incapacity. Franchisor has the right to terminate this Agreement if an approved transfer as required by Section 12.9. is not affected within the designated time frame following a death or permanent incapacity (mental or physical).

13.6. Cross-Default. Any default under any agreement between you and Franchisor or its Affiliates, 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.

13.7. Additional Remedies. In addition to, or in lieu of, termination of this Agreement, in its sole discretion, Franchisor may: ***(a)*** require the Center be closed during any cure period relating to a default based on public health and safety concerns; ***(b)*** grant its Affiliate the right to suspend the provision of

services, including, but in no way limited to, access to the intranet or any management or other software, including, without limitation, the Spectrum® software, until you cure your default(s) under this Agreement.

14. POST TERMINATION OBLIGATIONS

14.1. Cease Use of Marks and Copyrighted Works; Cancellation of Fictitious Name; Assignment of E-mail Addresses, URLs, Domain Names, Internet Listings. Upon termination or expiration of this Agreement, you shall immediately cease all use of the Marks, Copyrighted Works and Confidential Information. You shall cancel any assumed name registration containing the Marks. You shall, at Franchisor's option and request, assign to Franchisor all rights to all e-mail addresses, URLs, domain names, Internet listings, and Internet accounts related to the Center.

14.2. Assignment of Lease; De-Identification. At Franchisor's request, you shall assign to Franchisor or its designee your interest in the lease. If Franchisor does not request assignment of the lease before or as of the date of expiration or termination of this Agreement, then within 10 days after termination or expiration of this Agreement, you shall modify the Center premises (including, without limitation, the changing of the color scheme and other distinctive design features, and the changing of and assigning to Franchisor of, the telephone numbers) as may be necessary to distinguish the appearance of the Franchised Location from that of other OsteoStrong® Centers, and shall make such specific additional changes to the Franchised Location as Franchisor may reasonably request for that purpose. If you fail to modify the Center premises as required in this Section 14.2., Franchisor shall have the right to enter the premises, without any criminal or civil liability, whether in tort, trespass, or otherwise, for the purpose of effectuating the de-identification of the Center premises. You will be responsible for the reimbursement of Franchisor's expenses in connection with the de-identification of the Center premises.

14.3. Return of Manuals and Other Confidential Information. You shall immediately deliver to Franchisor the Manuals and all other manuals, records, correspondence, files, and any instructions containing Confidential Information relating to the operation of the Center which are in your possession; and all copies thereof (all of which are acknowledged to be the property of Franchisor).

14.4. Franchisor's Right to Purchase, Fixtures, and Tangible Assets (excluding proprietary equipment). Franchisor shall have the option to purchase any or all of the Center's leasehold improvements, furniture, fixtures, equipment, inventory, supplies, and interior and exterior signs at their then-current fair market value, to be determined by a qualified independent third party of Franchisor's choosing, and may set off against the purchase price any amounts that you owe to Franchisor. Franchisor shall exercise its option by written notice to you. If you have any equipment leases, Franchisor reserves the right to require that you assign any or all such leases to Franchisor or its designee.

14.5. Franchisor's Right to Purchase Proprietary Equipment. Also, on the termination or expiration of this Agreement, Franchisor will have the right and option to purchase all of Franchisee's Spectrum® equipment, and any other equipment exclusive and/or proprietary to Franchisor, the OsteoStrong® System, or Franchisor's Affiliate's ("**Proprietary Equipment**"), for an amount equal to the depreciated value of the Proprietary Equipment Franchisor elects to purchase, less any amounts owed to Franchisor and its Affiliates. Depreciation will be calculated on a five-year straight line basis, but will in no event equal less than $10. Franchisor will arrange for and bear the expense of taking possession of and shipping the Proprietary Equipment, and Franchisee grants to Franchisor and its designees the right to enter the Center premises, or whatever property Franchisee may control where the Proprietary Equipment is located, without notice to Franchisee, for the purpose of taking possession of and moving the Proprietary Equipment Franchisor elects to purchase.

15. COVENANTS

15.1. Non-Competition During Term of Agreement. You and each Owner acknowledge that you and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and

techniques and trade secrets of Franchisor and the System. 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:

15.1.1. Divert or attempt to divert any present or prospective customer of the Center 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.

15.1.2. 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 business that offers to its customers or the general public the use of any health or fitness equipment which promotes both bone and muscle health, other than a Center operated pursuant to a then-currently effective franchise agreement with Franchisor 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.

15.2. Non-Competition After Expiration or Termination of Agreement. Commencing upon the later of: ***(a)*** a transfer permitted under Article 12 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 15.2., 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 business that offers to its customers or the general public the use of any health or fitness equipment which promotes both bone and muscle health, other than a Center 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 Center; or ***(ii)*** within a 20-mile radius of the Center or any other Center 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 term, 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 15.2. shall be tolled during any period of noncompliance.

15.3. Additional Provisions. The parties acknowledge and agree that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 15.1. and 15.2., 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. 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 Franchisor's enforcement of the covenants in this Article 15. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 15.

15.4. Covenants from Individuals. Each individual who attends Franchisor's training program shall be required to sign a confidentiality and non-competition agreement substantially in the form attached as Attachment E-2 to this Agreement. You shall be responsible for ensuring compliance with such agreement.

15.5. Breach of Covenants Causes Irreparable Injury. You acknowledge that your violation of any covenant of this Article 15 would result in irreparable injury to 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.

15.6. 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.

15.7. Improvements. If you, your employees, or Owners develop any new concept, process or improvement in the operation or promotion of OsteoStrong® Center (an "**Improvement**"), you agree to promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such Improvement shall become Franchisor's sole property and Franchisor shall be the sole owner of all related patents, patent applications, and other intellectual property rights. You and your Owners hereby assign to Franchisor any rights you or your Owners may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto. You and your Owners agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. You and your Owners hereby irrevocably designate and appoint Franchisor as agent and attorney-in-fact for you and for them to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such Improvement. In the event that the foregoing provisions of this Section 15.7. are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe on you or your Owners' rights therein.

15.8. Non-Disparagement. You agree and covenant that neither you, nor your employees, contractors, officers, and Owners will defame in or through any statements and in any forum, whether public or private—nor publicly disparage, nor make any public derogatory or negative statements concerning—the Franchisor, its employees, contractors and officers, and the OsteoStrong franchise system, including its franchisees and suppliers. For the purposes of this Section, "publicly" and "statements" includes the use of all forms of communication, including but not limited to, Internet, World Wide Web, telephone, e-mail, texting, social networking and social media platforms, and all other forms of oral and written communication and applies to any third parties, without limitation.

16. REPRESENTATIONS

16.1. 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.

16.2. Representations of Franchisee.

16.2.1. 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; and ***(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 operation of the Center. 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 the OsteoStrong® Center; and 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 your written partnership or limited liability company agreement and have been duly authorized.

16.2.2. You acknowledge that you have conducted an independent investigation of OsteoStrong® franchise opportunity, 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.

16.2.3. 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 representations have made any representations, and you have not relied on representations made by Franchisor or its agents or representatives, concerning actual or potential Gross Sales, expenses or profit of an OsteoStrong® Center.

16.2.4. You acknowledge that you have received a complete copy of Franchisor's Franchise Disclosure Document at least 14 calendar days before you signed this Agreement or paid any consideration to Franchisor for your franchise rights.

16.2.5. 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.

16.2.6. You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, members, 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.

17. NOTICES

17.1. Notices. All notices or demands shall be in writing and shall be served in person, by United States Express Mail, certified or registered mail; by private overnight delivery; or by facsimile. Service shall be deemed conclusively made ***(a)*** at the time of service, if personally served; ***(b)*** one Business Day after deposit in the United States mail, properly addressed and postage prepaid, if served by Express 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 or registered 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 facsimile, 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.

18. CONSTRUCTION

18.1. 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 or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. Except for those changes permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by the parties and executed by their authorized officers or agents. In the event you and the Franchisor enter into

any amendments to this Agreement that provide any kind of benefit to you or includes terms in your favor, the Franchisor reserves the right to include in such amendment a general release on you and your Guarantors' behalf in favor of the Franchisor and its related parties.

18.2. 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.

18.3. 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.

18.4. 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.

18.5. Definitions and Captions. Unless otherwise defined in this body of this Agreement, capitalized terms shall 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.

18.6. Persons Bound. This Agreement shall be binding on the parties and their respective successors and assigns. Each Owner shall execute the Personal Guaranty and Undertaking attached as Attachment E-1. 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 Personal Guaranty and Undertaking.

18.7. 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.

18.8. 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.

19. APPLICABLE LAW; DISPUTE RESOLUTION

19.1. 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).

19.2. Mediation.

19.2.1. 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, 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 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.

19.2.2. The mediation shall be conducted by a mediator agreed upon by Franchisor and you and, failing such agreement within not more than 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 will be held at the offices of the AAA in the county in which Franchisor maintains its principal place of business. 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.

19.2.3. If the parties are unable to resolve the claim, controversy or dispute within 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 19.3. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

19.2.4. Notwithstanding the foregoing provisions of this Section 19.2., 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, the Marks, Copyrighted Works, Non-Competition Covenants, or Franchisor's Confidential Information. Moreover, regardless of this mediation agreement, Franchisor 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.

19.3. Arbitration.

19.3.1. If the parties are not able to resolve any dispute through the mediation process described above, then the parties agree, notwithstanding anything to the contrary in this Agreement, that the dispute shall be submitted to binding arbitration according to this Section 19.3. The arbitration shall be administered by the American Arbitration Association ("**AAA**") and governed by the AAA's Commercial Arbitration Rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16.

19.3.2. Arbitration will be held at the offices of the AAA in county in which Franchisor maintains its principal place of business, unless otherwise mutually agreed between the parties. Franchisor reserves the right, but has no obligation, to advance your 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. The arbitrator, in the conduct of the arbitration, shall not have the authority to declare any Mark generic or otherwise invalid, or to award punitive, exemplary, incidental, or consequential damages. The parties hereby waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental or consequential damages against the other. The arbitrator shall be required to state in writing the reasoning on which the award is based.

19.3.3. The parties agree that arbitration shall be conducted on an individual, not a class wide, basis, 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, officers and directors, as applicable) may be the parties to any arbitration proceeding described in this Section 19.3., 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. Notwithstanding the foregoing or anything to the contrary in this Section 19.3., if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 19.3.3., then all parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with this Agreement (excluding this Section 19.3.3.).

19.4. Right to Injunctive Relief. Notwithstanding the foregoing provisions of Section 19.3., 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. Moreover, regardless of this arbitration agreement, Franchisor and you each have the right in a proper case to seek temporary restraining orders and injunctive relief in any court of competent jurisdiction.

19.5. Venue. With respect to any controversies, disputes or claims which are not finally resolved through mediation as provided in Section 19.2., the parties agree that any action brought by either party against the other in any court, whether federal or state, must be brought and maintained exclusively within the state and federal judicial district courts that service the county in which Franchisor maintains its principal business address at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

19.6. 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.

19.7. 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.

19.8. 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.

19.9. Right to Injunctive Relief. Nothing in this Agreement contained shall 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.

19.10. 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.

19.11. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below, but effective for all purposes as of the Effective Date.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT A
GLOSSARY OF ADDITIONAL TERMS

"**Account**" means your commercial bank operating account.

"**Active Member**" means any individual who has paid or made a commitment to pay, whether or not collected, for the use of all or any part of the Center. An Active Member who has paid or made a commitment to pay for the use of another OsteoStrong® Center, and who has used or is using your Center under Franchisor's reciprocity program will not be deemed an Active Member for the purpose of calculating any fees under this Agreement.

"**Affiliate**" means any person or entity that is controlled by, controlling or under common control with such named person or entity.

"**Agreement**" means the Franchise Agreement.

"**Business Day**" means each day other than a Saturday, Sunday, U.S. holiday or any other day on which the Federal Reserve is not open for business in the United States.

"**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.

"**Center Manager**" means an individual who Franchisee has designated, and Franchisor has approved, who has full control over the day-to-day management and operations of the Center, who has completed Franchisor's initial training program and all additional training (including continuing education requirements for certified or licensed Center Managers) that Franchisor requires, to Franchisor's satisfaction, and who devotes his or her full-time best efforts to Center management and operations. The Center Manager may, but is not required, to be an Owner.

"**Confidential Information**" means all trade secrets, and other elements of the System; all member information, including information concerning prospective and former members (collectively, "**Member Information**"); all information contained in the Manuals; Franchisor's standards and specifications for all services and products offered at OsteoStrong® Centers; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, or know-how concerning the methods of operation of the Center 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 Franchisor designates.

"**Control Date**" means the date specified in the Summary Pages which is the date you must acquire a site approved by Franchisor for the development of the Center.

"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.

"**Crisis Management Event**" means any event that occurs at or about the Center premises or in connection with the operation of the Center that has or may cause harm or injury to customers or employees, such as contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks.

"**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 could not, by the exercise of reasonable diligence,

have been avoided; provided, however, that neither an act or failure to act by a government authority, nor the performance, nonperformance, or exercise of rights by your lender, contractor, or other person qualifies as a Force Majeure unless the act, failure to act, performance, non-performance, or exercise of rights resulted from a Force Majeure. Your financial inability to perform or your insolvency is not a Force Majeure.

"**Gross Revenues**" Gross Revenues means the aggregate of: (1) all revenue from the sale of products and services, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to collect, that you, in the normal course of your operations would credit or attribute to the operation of an OsteoStrong® Center; (2) all monies, trade value, or other things of value that you receive from Center operations at, in, or from the Center premises that are not expressly excluded from Gross Revenue; and (3) business interruption insurance proceeds. Gross Revenues does not include: (a) the exchange of merchandise between OsteoStrong® Centers (if you operate multiple Centers) if the exchanges are made solely for the convenient operation of your business and not for the purpose of depriving us of the benefit of a sale that otherwise would have been made at, in, on or from the Center premises; (b) returns to shippers, vendors, or manufacturers; (c) sales of fixtures or furniture after being used in the conduct of the Center; (d) cash or credit refunds for transactions included within Gross Revenues (limited, however, to the selling price of merchandise returned by the purchaser and accepted by you); and (e) the amount of any city, county, state or federal sales, luxury or excise tax on such sales that is both (i) added to the selling price or absorbed therein and (ii) paid to the taxing authority by you. Customer refunds may be deducted from Gross Revenues if the charge was previously included in Gross Revenues.

"**Manuals**" means manuals to which the franchisee has been provided access by Franchisor.

"**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.

"**Marks**" means certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark "OsteoStrong" 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.

"**Manual**" means the compilation of information and knowledge that is necessary and material to the System. The term Manual, as used in this Agreement, includes all publications, materials, drawings, memoranda, videotapes, CDs, DVDs, MP3s, and other electronic media that Franchisor from time to time may loan to you. The Manual may be supplemented or amended from time to time by letter, electronic mail, bulletin, videotape, CD, DVD, MP3, or other communications concerning the System to reflect changes in the image, specifications, and standards relating to developing, equipping, furnishing, and operating an OsteoStrong® Center.

"**You**" means the franchisee identified above and its successors and assigns.

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT B

THE TERRITORY

Section 1.2. The Territory is the map attached hereto and identified by the number: _____

As the Territory is defined by a map attached to this Attachment B, then the boundary of the Territory shall extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary.

IN WITNESS WHEREOF, the parties have supplemented this Attachment B on this ____ day of _____, 20____.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By:_____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT C
ENTITY INFORMATION

If the franchisee is an entity, you represent and warrant that the following information is accurate and complete in all material respects as of _____, 20___.

(1) Franchisee is a _____, formed under the laws of the State of _____.

(2) You shall provide to Franchisor concurrently with the execution hereof true and accurate copies of the franchisee'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 and address of each Owner:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(5) The address where the Franchisee's financial records, and other records (e.g., Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is: _____.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT D-1
PERSONAL GUARANTY AND UNDERTAKING

Each of the undersigned acknowledges and agrees as follows:

(1) Each has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Personal Guaranty and Undertaking of the Owners in the Franchise Agreement are in partial consideration for, and a condition to, the granting of the rights under the Franchise Agreement, and that Franchisor would not have granted such rights without the execution of this Personal Guaranty and Undertaking and the other undertakings by each of the undersigned.

(2) Each is included in the term "Owner".

(3) Each individually, jointly, and severally, makes all of the covenants, representations, warranties and agreements of the Owners set forth in the Franchise Agreement and is obligated to perform thereunder (including, without limitation, those regarding the use of confidential information in Article 8, the indemnification obligations in Article 11; the transfer provisions in Article 12; the covenants in Article 15; and the choice of law and venue provisions in Article 19).

(4) Each individually, jointly and severally, unconditionally, and irrevocably guarantees to Franchisor and its successors and assigns that all obligations of the Franchisee under the Franchise Agreement will be punctually paid and performed. Upon default by the Franchisee or upon notice from Franchisor, each Owner will immediately make each payment and perform each obligation required of the Franchisee under the Franchise Agreement. Without affecting the obligations of any Owner under this Personal Guaranty and Undertaking, Franchisor may, without notice to any Owner, waive, renew, extend, modify, amend, or release any indebtedness or obligation of the franchisee or settle, adjust, or compromise any claims that Franchisor may have against the Franchisee. Each Owner waives all demands and notices of every kind with respect to the enforcement of this Personal Guaranty and Undertaking, including notices of presentment, demand for payment or performance by the Franchisee, any default by the Franchisee or any guarantor, and any release of any guarantor or other security for this Personal Guaranty and Undertaking or the obligations of the Franchisee. Franchisor may pursue its rights against any Owner without first exhausting its remedies against the franchisee and without joining any other guarantor and no delay on the part of Franchisor in the exercise of any right or remedy will operate as a waiver of the right or remedy, and no single or partial exercise by Franchisor of any right or remedy will preclude the further exercise of that or any other right or remedy. Upon receipt by Franchisor of notice of the death of any Owner, the estate of the deceased will be bound by the foregoing Personal Guaranty and Undertaking, but only for defaults and obligations under the Franchise Agreement existing at the time of death, and in that event, the obligations of the Owners who survive such death will continue in full force and effect.

(5) Each also agrees to be bound individually to all of the provisions of the Franchise Agreement including, without limitation, the litigation and dispute resolution provisions set forth in Article 19, and each irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in Harris County, Texas.

(6) I hereby waive ***(a)*** all rights described in California Civil Code Section 2856(a)(1)-(2), inclusive, which includes, without limitation, any rights and defenses which are or may become available to the undersigned by reason of California Civil Code Sections 2787 to 2855, inclusive; and ***(b)*** California Civil Code Sections 2899 and 3433.

(7) **EACH WAIVES 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 FRANCHISE AGREEMENT, THE**

PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound, has caused this Personal Guaranty and Undertaking to be executed on the date set forth below.

OWNERS AND GUARANTORS

_____ _____

Date

_____ _____

Date

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT D-2
CONFIDENTIALITY AGREEMENT
(for trained employees of Franchisee)

In accordance with the terms of this Confidentiality ("**Confidentiality Agreement**") and in consideration of my being a _____ of _____ (the "**Franchisee**"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. _____ doing business as _____ (the "**Franchisee**"), has acquired the right and franchise from OsteoStrong Franchising, Inc. ("**Franchisor**") to establish and operate a Center (the "**Center**") and the right to use in the operation of the Center Franchisor's trade names, trademarks, service marks, including the trademark and service mark OsteoStrong® (the "**Marks**") and the system developed by Franchisor and/or its affiliates for operation and management of Centers (the "**System**"), as they may be changed, improved, and further developed from time to time in Franchisor's sole discretion.

2. Franchisor possesses certain proprietary and confidential information relating to the operation of the System, which includes the Manuals, trade secrets, and copyrighted materials, methods, and other techniques and know-how (the "**Confidential Information**").

3. Any and all manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Confidentiality Agreement.

4. As _____ of the Franchisee, Franchisor and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, Franchisor's operations manual (the "**Manual**") and other general assistance during the term of this Confidentiality Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Center during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by Franchisor, I shall not, while in my position with the Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, and continuing for a two (2) year period thereafter, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, partnership, corporation, or other limited liability company own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any business that offers to its customers or the general public the use of any health or fitness equipment which promotes both bone and

muscle health, from within a radius of a 20-miles of any OsteoStrong® Center, as that term is defined in the Franchise Agreement. This restriction does not apply to my ownership of less than five percent beneficial interest in the outstanding securities of any publicly-held corporation. The two-year time period referenced above will be tolled during any period of non-compliance.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Confidentiality Agreement. If all or any portion of a covenant in this Confidentiality Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Confidentiality Agreement.

9. I understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Confidentiality Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. Franchisor is a third-party beneficiary of this Confidentiality Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Confidentiality Agreement will cause Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of an injunction preventing me from violating this Confidentiality Agreement, and I agree to pay the Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Confidentiality Agreement is enforced against me. Due to the importance of this Confidentiality Agreement to the Franchisee and Franchisor, any claim I have against the Franchisee or Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Confidentiality Agreement.

11. This Confidentiality Agreement shall be construed under the laws of the State of Texas. The only way this Confidentiality Agreement can be changed is in writing signed by both the Franchisee and me.

12. With respect to all claims, controversies and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the state courts located in Harris County, Texas, and the United States District Court for the Southern District of Texas. I acknowledge that this Confidentiality Agreement has been entered into in the State of Texas, and that I am to receive valuable information emanating from Franchisor's offices in Texas. In recognition of the information and its origin, I hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Texas as set forth above. Notwithstanding the foregoing, I acknowledge and agree that Franchisor or the Franchisee may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT AS OF THE DATES NOTED BELOW.

[EMPLOYEE]	**ACKNOWLEDGED BY FRANCHISEE**
Signature:_____	By:_____
Name:_____	Name:_____
Address:_____	Title:_____
Title:_____	
Date:_____	Date:_____

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT E-1
CREDIT CARD AUTHORIZATION

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT E-1
CREDIT CARD AUTHORIZATION FORM
Please complete and sign this form.

Franchisee Information

Franchisee Name or Legal Entity _____

Billing Address: _____

_____

Name and Email of Credit Card Holder_____

I (we) hereby authorize OsteoStrong Franchising, Inc. (**"Company"**) **and Company's assignees to initiate credit card payment from my (our) credit card provide below. I also authorize the Company and Company's assignee to initiate refunds in error.**

I agree to indemnify the Company and Company's assignees for any loss arising in the event that any charges are rejected, whether with or without cause and whether intentionally or inadvertently.

This agreement will remain in effect until the Company has received advanced written notice of cancellation from me (us) in such time and in such manner as to afford the Company a reasonable opportunity to act on it, and in no event shall such notice period be less than thirty (30) days.

Type of Credit Card

(circle one): **Visa MasterCard AMEX Discover**

Card Number: **Expiration Date:**

3 or 4 Dig Security #

(back of card):

Name on Card **Date:**

Authorized Signature **Date:**

Please attach a COPY of CARD at right, fax and mail to:
OsteoStrong Franchising, Inc., Attn: President
8524 Highway 6 North, # 310, Houston, Texas 77095

ATTACH CREDIT CARD HERE

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT E-2
ACH AUTHORIZATION

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT E-2
ACH AUTHORIZATION FORM
Please complete and sign this form.

Franchisee Information

Franchisee Name or Legal Entity _____

OSTEOSTRONG® Center Address_____

Name and Email of Person to grant ACH authorization on behalf of Entity _____

I (we) hereby authorize OsteoStrong Franchising, Inc. ("**Company**") **to make ACH withdrawals from my (our) account at the financial institution named below. I also authorize the Company to initiate direct deposits into this account in the event that a debit entry is made in error. I (we) acknowledge that the origination of ACH transactions to or from my (our) account must comply with the provisions of U.S. law.**

I agree to indemnify the Company for any loss arising in the event that any withdrawals from my (our) account shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

This agreement will remain in effect until the Company has received advanced written notice of cancellation from me (us) in such time and in such manner as to afford the Company a reasonable opportunity to act on it, and in no event shall such notice period be less than thirty (30) days.

Name of Financial Institution:

ABA Routing Number:

Account Number: Checking ☐ Savings ☐

Authorized (Primary): Signature **Date:**

Authorized Signature (Joint): **Date:**

Account holder(s), please sign here: ***(Joint accounts require the signature of all persons having authority over the account)***

Please attach a voided check at right, fax and mail to:
OsteoStrong Franchising, Inc., Attn: President
8524 Highway 6 North, # 310
Houston, Texas 77095

ATTACH CHECK HERE

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT F
LEASE ADDENDUM

THIS LEASE ADDENDUM (the "**Lease Addendum**") is made and entered into as of the ___ day of _____, 20__, by and between _____ ("**Landlord**"), with its principal offices at _____ and _____ _____ ("**Franchisee**" or "**Tenant**"), with its principal offices at _____ _____, and OsteoStrong Franchising, Inc. ("**Franchisor**") with its principal offices at 8524 Highway 6 North, # 310, Houston, Texas 77095.

BACKGROUND

A. OsteoStrong Franchising, Inc. or its affiliates, and their successors or assigns ("**Franchisor**") franchises the operation of a wellness center, (each "**OsteoStrong® Center**" or "**Center**") that offers customers the use of certain health and exercise equipment, including a set of machines which promote bone and muscle health and a vibration plate exercise machine under the "OsteoStrong" trademarks, service marks, logos, and other indicia of origin prescribed by Franchisor (collectively, the "**Marks**").

B. Franchisee has acquired the right and has undertaken the obligation to develop and operate OsteoStrong® Center pursuant to the terms and conditions of a certain franchise agreement between Franchisee and Franchisor ("**Franchise Agreement**").

C. Under the terms and conditions of the Franchise Agreement, Franchisor has the right to approve the site for the Center; and if the Center premises will be occupied pursuant to a commercial lease, Franchisor has prescribed certain lease terms and has the right to condition its approval of a proposed site on inclusion of the prescribed lease terms.

D. Franchisee desires, and has requested Franchisor's approval, to develop and operate one OsteoStrong® Center at the premises ("**Premises**") identified in the attached lease ("**Lease**").

E. Landlord desires to lease to Franchisee the Premises for purposes of developing and operating one OsteoStrong® Center.

F. The parties desire to modify and amend the Lease in accordance with the terms and conditions contained herein for purposes of obtaining Franchisor's approval.

(1) During the term of the Franchise Agreement, the Premises will be used only for the operation of the Center.

(2) Landlord consents to Franchisee's use of such Marks and signs, interior and exterior décor, furnishings, fixtures, items, color schemes, plans, specifications, and related components of OsteoStrong® System (as defined in the Franchise Agreement and as Franchisor may prescribe for the Center).

(3) Landlord agrees to furnish Franchisor with copies of any and all letters and notices sent to Franchisee pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Franchisee.

(4) Franchisor will have the right to enter onto the Business premises at any time, to make any modification or alteration necessary to protect OsteoStrong® System and Marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or

tort, and the Landlord will not be responsible for any expense or damages arising from Franchisor's action in connection therewith.

(5) During the term of the Lease, and any exercised options thereunder, Landlord agrees not to lease a location or premises at the _____ **[As identified and defined under the Lease]** to a tenant who will or anticipates offering to its customers or the general public the use of any health or fitness equipment which promotes skeletal strength conditioning.

(6) In the event of Franchisee's default under the terms of the Lease, Landlord shall promptly deliver notice of such default to Franchisor and shall offer Franchisor the opportunity to cure the default and to assume the Lease in Franchisor's name. If Franchisor elects to cure the default and assume the Lease, Franchisor, within 10 days of its receipt of notice from Landlord, shall notify Landlord of its intent to cure such default and to assume the Lease. If Franchisor elects to cure the default, it shall cure the default within 30 days of such election or, if the default cannot be reasonably cured within such 30 day period, then Franchisor will commence and proceed to cure the default within such time as is reasonably necessary to cure the default. If Franchisor elects to assume the Lease, Landlord agrees to recognize Franchisor as the tenant under the Lease and Franchisee will no longer have any rights there under.

(7) Franchisee will be permitted to assign the Lease to Franchisor or its affiliates upon the expiration (without renewal) or earlier termination of the Franchise Agreement and the Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or accelerate rent under the Lease in connection with such assignment, or require Franchisor to pay any past due rent or other financial obligation of Franchisee to Landlord, it being understood that Landlord will look solely to the Franchisee for any rents or other financial obligations owed to Landlord prior to such assignment. Landlord and Franchisee acknowledge that Franchisor is not a party to the Lease and will have no liability under the Lease, unless and until the Lease is assigned to, or assumed by, Franchisor.

(8) Except for Franchisee's obligations to Landlord for rents and other financial obligations accrued prior to the assignment of the Lease, in the event of such assignment, Franchisor or any affiliate designated by Franchisor will agree to assume from the date of assignment all obligations of Franchisee remaining under the Lease, and in such event Franchisor or any affiliate will assume Franchisee's occupancy rights, and the right to sublease the Premises, for the remainder of the term of the Lease. In the event of such assignment, neither Franchisor nor any affiliate will be required to pay to Landlord any security deposit.

(9) Notwithstanding anything contained in this Lease, Franchisor is expressly authorized, without the consent of the Landlord, to assign the Lease, or to sublet all or a portion of Premises, to an authorized franchisee. If Franchisor elects to assign the Lease, the subtenant/franchisee shall expressly assume all of Franchisor's obligations under the Lease, and Franchisor shall be released of all obligations to Landlord under the Lease as of the date of assignment. If Franchisor elects to sublet the premises, such subletting shall be subject to the terms of this Lease, the subtenant/franchisee shall expressly assume all of Franchisor's obligations under the Lease, and Franchisor shall remain liable for the performance of the terms of this Lease. Franchisor shall notify Landlord as to the name of the subtenant/franchisee within 10 days after such assignment or subletting, as applicable.

(10) Franchisee will not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor.

(11) Neither Landlord nor Franchisee shall amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of Franchisor.

(12) All notices hereunder shall be by certified mail to the addresses set forth above or to such other addresses as the parties hereto may, by written notice, designate. Notices required to be given to Franchisor shall be delivered to the following address: 8524 Highway 6 North, # 310, Houston, Texas 77095.

(13) This Lease Addendum shall be binding upon the parties hereto, their heirs, executors, successors, assigns and legal representatives.

The terms of this Lease Addendum will supersede any conflicting terms of the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Addendum as of the date first above written.

Landlord:

_____

By: _____
Name: _____
Title: _____

Franchisee:

_____

By: _____
Name: _____
Title: _____

OsteoStrong Franchising, Inc.

By: _____
Name: _____
Title: _____

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT G

TELEPHONE NUMBER ASSIGNMENT AGREEMENT

THIS TELEPHONE NUMBER ASSIGNMENT AGREEMENT is made as this _____ day of _____, 20____ ("**Assignment**") by and between _____ (hereinafter the "**Assignor**") and OsteoStrong Franchising, Inc. (hereinafter the "**Assignee**").

WITNESSETH:

WHEREAS, the Assignee has developed and owns the proprietary system ("**System**") for the operation of a wellness center that offers customers the use of certain health and exercise equipment, including a set of machines which promote bone and muscle health and a vibration plate exercise machine under the "OsteoStrong" trademarks and System (the "**Center**");

WHEREAS, the Assignor has been granted a license to operate a Center pursuant to a Franchise Agreement dated _____, 20____, in accordance with the System ("**Franchise Agreement**");

WHEREAS, in order to operate its Center, the Assignor shall be acquiring one or more telephone numbers, telephone listings and telephone directory advertisements; and

WHEREAS, as a condition to the execution of the Franchise Agreement, the Assignee has required that the Assignor assign all of its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements to the Assignee in the event of the expiration or termination of the Franchise Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. In the event of termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the System, the Assignor hereby sells, assigns, transfers and conveys to the Assignee all of its rights, title and interest in and to certain telephone numbers, telephone listings and telephone directory advertisements pursuant to which Assignor shall operate its Center in accordance with the terms of the Franchise Agreement; provided, however, such Assignment shall not be effective unless and until the Franchise Agreement expires or is terminated in accordance with the provisions thereof.

2. Representation and Warranties of the Assignor. The Assignor hereby represents, warrants and covenants to the Assignee that:

(a) As of the effective date of the Assignment, all of the Assignor's obligations and indebtedness for telephone, telephone listing services and telephone directory advertisement services shall be paid and current;

(b) As of the date hereof, the Assignor has full power and legal right to enter into, execute, deliver and perform this Agreement;

(c) This Agreement is a legal and binding obligation of the Assignor, enforceable in accordance with the terms hereof;

(d) The execution, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which the Assignor is a party or by which the Assignor is bound, and no consent of nor approval by any third party is required in connection herewith; and

(e) The Assignor has the specific power to assign and transfer its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements (individually and collectively referred to as "**Listings**"), and the Assignor has obtained all necessary consents to this Assignment.

(f) Notwithstanding the foregoing, Assignor hereby warrants and represents to Assignee that Assignor will within one (1) business day following Assignor's receipt of Assignee's request to acquire the Listings to immediately instruct each of Assignor's providers to initiate the process and provide the vendors' documents necessary to complete the assignment. Assignee further warrants and represents that Assignee will take no action to impede or prohibit the successful assignment of the Listings to Assignor, and that Assignor shall fully cooperate with Assignee with regard to the assignment; specifically in the execution of any documentation required by Assignor's provider(s) to effectuate the assignment of the telephone numbers and Listings.

3. Miscellaneous. The validity, construction and performance of this Assignment shall be governed by the laws of the State of Texas. All agreements, covenants, representations and warranties made herein shall survive the execution hereof. All rights of the Assignee shall inure to its benefit and to the benefit of its successors and assigns.

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the day and year first written above.

ASSIGNEE:

OsteoStrong Franchising, Inc.
a Delaware corporation

By: _____

Name: _____

Title: _____

ASSIGNOR:

_____

By: _____

Name: _____

Title: _____

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT H
FRANCHISEE QUESTIONNAIRE

(*NOT* FOR USE AND *VOID* IN CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, AND WASHINGTON, WISCONSIN)

Do not sign this Questionnaire if you are a resident of Maryland or the franchise is to be operated in Maryland.

As you know, OsteoStrong Franchising, Inc. and you are preparing to enter into a Franchise Agreement for the operation of one OsteoStrong® Center franchise. The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you may sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet.

Yes____ No ____ 1. Have you received and personally reviewed the Franchise Agreement and each attachment, exhibit, or schedule attached to it?

Yes____ No ____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes____ No ____ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes____ No ____ 4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

Yes____ No ____ 5. A) Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?

Yes____ No ____ B) Have you discussed the benefits and risks of operating an OsteoStrong® Center franchise with your professional advisor?

Yes____ No ____ C) Did you discuss the benefits and risks of operating an OsteoStrong® Center franchise with an existing OsteoStrong® Center franchisee?

Yes____ No ____ 6. Do you understand the risks of operating an OsteoStrong® Center franchise?

Yes____ No ____ 7. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the person you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes____ No ____ 8. Do you understand that your Center Manager and at least one Owner (if the Center Manager is not also an Owner) must successfully complete our initial training program?

Yes____ No ____ 9. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes____ No ____ 10. A) Do you understand that the US Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities?

Yes____ No ____ B) Is it correct that you have never been a suspected terrorist nor have you ever been associated directly or indirectly with terrorist activities?

Yes____ No ____ C) Do you understand that we will not approve your purchase of an OsteoStrong® Center franchise if you are a suspected terrorist or associated directly or indirectly with terrorist activity?

Yes____ No ____ D) Is it correct that you are not purchasing an OsteoStrong® Center franchise with the intent or purpose of violating any anti-terrorism law, or for obtaining money to be contributed to a terrorist organization?

Yes____ No ____ 11. Is it true that no employee or other person speaking on our behalf has made any statement or promise regarding the costs involved in operating an OsteoStrong® Center franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes____ No ____ 12. Is it true that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an OsteoStrong® Center franchise will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes____ No ____ 13. Is it true that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in our Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes____ No ____ 14. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the franchise for an OsteoStrong® Center, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?

You understand that Franchisor is acting in reliance on the truthfulness and completeness of your responses to the questions above in entering into the Agreements with Franchisee.

NOTE: IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS OWNERS MUST EXECUTE THIS ACKNOWLEDGEMENT.

The Questionnaire does not waive any liability the franchisee may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

FRANCHISEE

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

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

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

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT I
MEMBER WELLNESS ASSESSMENT FORM
AND FORM MEMBERSHIP AGREEMENT

Source

Staff

☐ / /

Date

OSTEOSTRONG®

WELLNESS ASSESSMENT

GENERAL INFO:

First Name

Last Name

Email

Phone

/ /

Birth Date

Age

Weight

Height

BASELINE MARKERS

R / L

Hand Grip

Sit to Stand

Balance R

Balance L

Posture

The following situations are not permitted to participate in the OsteoStrong program due to a medical contraindication:

- Muscular Dystrophy
- Unmedicated Hypertension
- 3rd Trimester Pregnancy
- And/or Active Hernia

What OsteoStrong BENEFITS do you desire?

- ☐ Increase bone density
- ☐ Increase muscle strength
- ☐ Improve glucose response
- ☐ Eliminate/ reduce joint pain
- ☐ Improve posture
- ☐ Improve joint mobility
- ☐ Improve balance
- ☐ Improve agility
- ☐ Injury prevention
- ☐ Improve athletic performance

What activities do you enjoy?

F

O

R

M

What would life feel like if you no longer had those obstacles?

What holds you back from enjoying more of your favorite activities?

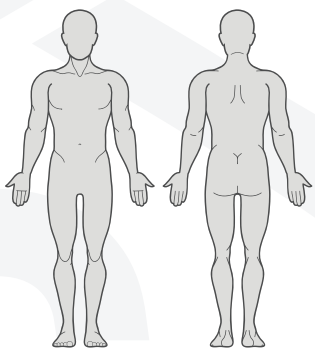
What have you tried to do about it so far?

What are the consequences of not fixing this?

What would you consider a success?

How committed are you to fixing this?

Not at all — 100% committed



____ Neck	____ R Shoulder	____ L Shoulder
____ Upper Back	____ R Elbow	____ L Elbow
____ Mid Back	____ R Wrist	____ L Wrist
____ Low Back	____ R Hip	____ L Hip
____ Ribs	____ R Knee	____ L Knee
____ Sacrum	____ R Ankle	____ L Ankle

Circle any areas of the body that are experiencing pain.
Rate the pain on a scale of 1-10 (10= highest)

MEMBERSHIP AGREEMENT

OSTEO STRONG®

PERSONAL INFORMATION

Name: _____ _____
LAST FIRST

Birth Date: ____/____/____ **Gender:** ☐ Male ☐ Female **Primary Phone:** _____

Address: _____ **City:** _____ **State:** _____ **Postal:** _____

Email: _____ **Keytag #:** _____

Emergency Contact: NAME _____ PHONE # _____

DRAFT AUTHORIZATION

_____ I understand that my membership is a **month-to-month** membership and is set up on an automatic bank or credit card payment. The membership will continue until I, the member, provides the seller with a 30-day written notice to cancel. _____ ($ monthly amount) will be deducted from card ending in _____ (preferred method of payment) on the _____ day of each month.

_____ I understand that my membership is a **12 month** membership and is set up on an automatic bank or credit card payment. I, the member, agree to maintain membership for a minimum of 12 months. After the 12 months, the membership will automatically continue until I, the member, provides the seller with a 30-day written notice to cancel. _____ ($ monthly amount) will be deducted from card ending in _____ (preferred method of payment) on the _____ day of each month.

_____ I understand that my membership is a nonrefundable/nontransferable **prepaid** membership. I, the member, agree to pay the full amount of _____. Membership is active for _____ months. Next payment due __ /__ /__.

CHOOSE PAYMENT METHOD

☐ **Bank Account Debit**

NAME ON ACCOUNT: _____

TYPE OF ACCOUNT: ☐ Checking ☐ Savings

BANK NAME: _____

ROUTING # (9 DIGITS): _____

ACCOUNT # (10 DIGITS): _____

☐ **Credit Card**

NAME ON CARD: _____

TYPE OF CARD: ☐ VISA ☐ AMEX ☐ MC ☐ DISC

BILLING ZIP: _____

CARD #: _____

EXP. DATE: _____

AUTOMATIC PAYMENT AUTHORIZATION SIGNATURE: _____ **DATE:** MM/DD/YYYY ____/____/____

ANNUAL RATE LOCK OPTION

_____ YES, I would like to take advantage of the annual rate lock option. This allows me to keep my current monthly rate the same every month. **Please deduct $** _____ (tax included) **from my account, (on Dec 15th of each year) for as long as my membership is active, to avoid increasing membership dues.**

_____ NO, I would not like to take advantage of the annual rate lock option. At OsteoStrong®, there are no long term contracts; the monthly fee is subject to change on a month to month basis. **I understand that by NOT taking advantage of the Annual Rate Lock Option, my membership amount can increase at any time.**

(Applies to month to month option only) (see attached)

TODAY'S PAYMENT: ENROLLMENT FEE _____ + 1ST MONTH'S DUES _____ (INCLUDES TAX) = _____ PD. _____

NEXT AUTOMATIC PAYMENT: SCHEDULED FOR (MM/DD/YYYY): ____/____/____ IN THE AMOUNT OF _____

FOUNDING MEMBERS: ALL MEMBERSHIP PAYMENT DEDUCTIONS WILL COMMENCE AT THE START OF OUR OFFICIAL OPENING GRAND OPENING/VIP EVENT.

MEMBER'S SIGNATURE: _____ **PRINTED NAME:** _____ **DATE:** MM/DD/YYYY ____/____/____

** No physical exercise is 100% safe, and neither is OsteoStrong. OsteoStrong provides a unique way to emulate a high impact load of force to achieve osteogenic loading, without the high impact. While not 100% safe, OsteoStrong is significantly safer than attempting high impact force. OsteoStrong members have reported improved bone density, improved balance, improved strength, reduced joint pain, and reduced HbA1c. Results may vary. Consult your physician. Statements have not been evaluated by the FDA and are not intended to diagnose, treat, cure, or prevent any disease or health condition. OsteoStrong centers are independently owned and operated. OsteoStrong's Science Advisor received his PhD from Rushmore University, certified/accredited in accordance with UK National Standards, but whose accreditation is not recognized in some jurisdictions. All rights reserved.

CONFIDENTIAL - Copyright © 2016 – 2020, True Wellness, L.L.C. Exclusively licensed to OsteoStrong. All rights reserved. OsteoStrong does not promote or claim to treat any diseases. Results may vary.
*FRANCHISEE IS RESPONSIBLE FOR REVIEWING THE AGREEMENT TO ENSURE COMPLIANCE WITH STATE AND LOCAL LAWS

OSTEOSTRONG FRANCHISING, INC.

FRANCHISE AGREEMENT

ATTACHMENT J
MEMBERSHIP CONTRACT ASSIGNMENT AGREEMENT

THIS MEMBERSHIP CONTRACT ASSIGNMENT AGREEMENT by and between the Franchisee identified below ("**Franchisee**") and OsteoStrong Franchising, Inc. (hereinafter the "**Franchisor**").

BACKGROUND:

A. Franchisor franchisee a proprietary system ("**System**") for the operation a wellness center ("**Center**") that offers customers the use of certain health and exercise equipment, including a set of machines which promote bone and muscle health and a vibration plate exercise machine under the "**OsteoStrong**" trademarks and System;

B. Franchisee has been granted a franchise to operate a Center pursuant to a Franchise Agreement and in accordance with the System;

C. During the term of the franchise, Franchisee will be entering to membership contracts with Center members permitting them the use of Center facilities ("**Membership Contracts**"); and

D. As a condition to the execution of the Franchise Agreement, Franchisor has required that Franchisee collaterally assign all of its right, title and interest in the Membership Contracts to Franchisor in the event of expiration or termination of the Franchise Agreement.

AGREEMENT

In consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. In the event of expiration or termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the Center, Franchisee hereby sells, assigns, transfers and conveys to the Franchisor all of its rights, title and interest in and to all Membership Contracts; provided, however, such Assignment will not be effective unless and until the Franchise Agreement has expired or is terminated in accordance with the provisions thereof and Franchisor has delivered to Franchisee written notice of its acceptance of the assignment. In the event of such assignment, Franchisor will assume no liability for monies owed or other liabilities relating to the Membership Contracts that have accrued prior to the effective date of the assignment.

2. Representation and Warranties of the Franchisee. Franchisee hereby represents, warrants and covenants to Franchisor that:

(a) As of the effective date of the Assignment, all of Franchisee's obligations under the Memberships Contracts have been satisfied;

(b) As of the date hereof, Franchisee has full power and legal right to enter into, execute, deliver and perform this Agreement;

(c) This Agreement is a legal and binding obligation of Franchisee, enforceable in accordance with the terms hereof;

(d) The execution, delivery and performance of this Assignment does not conflict with, violate, breach or constitute a default under any contract, agreement or instrument to which Franchisee is a party or

by which Franchisee is bound, and no consent of nor approval by any third party is required in connection herewith; and

(e) Franchisee has the specific power to assign and transfer its right, title and interest in its Membership Contracts and Franchisee has obtained all necessary consents to this Assignment.

3. Cancellation. Notwithstanding the foregoing, Franchisor may, in its sole discretion and at any time prior to effectiveness of the assignment, declare this Agreement and the assignment contemplated hereunder null and void.

4. 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 herein will survive the execution hereof. All rights of the Franchisor inure to its benefit and to the benefit of its successors and assigns.

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the Effective Date of the Franchise Agreement.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT K
SPECTRUM® SOFTWARE LICENSE AGREEMENT

This SPECTRUM® SOFTWARE LICENSE AGREEMENT ("**Agreement**") is entered into on this ____ day of _____, 20___ ("**Effective Date**") by and between OsteoStrong Franchising, Inc., a Delaware corporation with an address at 8524 Highway 6 North, # 310, Houston, Texas 77095 ("**Franchisor**"), and _____ a(n) _____ with an address at _____ ("**Franchisee**") and its Guarantors _____, individually, and _____, individually.

BACKGROUND

A. Simultaneously with the execution of this Agreement, Franchisor and Franchisee are entering into a franchise agreement ("**Franchise Agreement**") pursuant to which Franchisor is granting Franchisee the right to establish and operate an OsteoStrong® center ("**Center**") under Franchisor's Marks and System.

B. One of Franchisee's obligations under the Franchise Agreement is to purchase and offer to the public at the Center premises equipment designated by the Franchisor which promotes bone density and strength ("**Equipment**").

C. Franchisor or its assignee has developed software to be established and used in and in conjunction with certain required Equipment which Franchisor owns or has the right to sublicense to Franchisee ("**Spectrum® Software**"). The Spectrum® Software provides and stores user-specific data and information to tailor and personalize each user's experience on the Equipment.

D. Guarantors agree to personally, and jointly and severally, guaranty Franchisee's obligations and covenants under this Agreement and to be bound by each provision as though each were the Franchisee.

E. Now, the parties desire to define the terms and conditions on which Franchisor will grant use of the Spectrum® Software to Franchisee in accordance with the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SPECTRUM® SOFTWARE**

A. **GRANT OF USE**

(a) **License Grant**. Franchisor grants to Franchisee a personal, limited, non-assignable, non-transferrable, non-exclusive license to use the Spectrum® Software during the term of the Franchise Agreement, subject to the terms and conditions set forth in this Agreement.

(b) **No Customization**. Franchisor prohibits Franchisee from customizing or authorizing customizations of the Spectrum® Software.

(c) **Scope of Use**. Franchisee may use the Spectrum® Software solely in connection with the Equipment, specifically Center customer use of the Equipment, and will not make

the Spectrum® Software available to or permit the use thereof by any person or entity except to the extent and in the manner permitted under this Agreement.

(d) **No Reverse Engineering or Modifications**. Franchisee agrees not to reverse engineer, decompile or disassemble the Spectrum® Software or any part of the Spectrum® Software, nor will Franchisee change, modify or create derivative works from the Spectrum® Software.

(e) **Ownership**. Franchisee acknowledges that Franchisee has no ownership rights in the Spectrum® Software.

(f) **Other Rights**. Franchisee has no other rights in the Spectrum® Software except those rights expressly granted by this Agreement.

(g) **Third Party Access**. Franchisee must not make the Spectrum® Software available to any third-party unless required by Franchisor at its sole discretion.

(h) **Updating to Current Version**. Franchisee must only use current versions of the Spectrum® Software; provided, however, Franchisee may use prior versions if prior versions are necessary to support the current version. Current version may include an upgrade to a version requiring an additional fee after the effective date of this Agreement.

B. **FEES**

(a) **Spectrum® Software License Fee**. Beginning in the first month Franchisee beings to operate the Center, Franchisee must pay to Franchisor a continuing Software License Fee via automatic bank draft for the right to use the Spectrum® Software for such periods and at such frequency as designated by Franchisor and communicated to you in writing. The amount of the Spectrum® Software License Fee is set in the Summary Pages of the Franchise Agreement to which this Agreement is attached and is incorporated by reference herein and Franchisor reserves the right to increase this Software License Fee by up to 50% per calendar year.

C. **TERMINATION**

(a) **Term**. Except as otherwise expressly set forth below, the parties intend that the term of the license granted hereby will be coextensive with the term of the Franchise Agreement and all renewals and extensions thereof.

(b) **Automatic Termination**. The license granted hereby will terminate automatically upon the expiration, nonrenewal, or termination of the Franchise Agreement.

(c) **Termination by Franchisor**. Franchisor or its designee may terminate the license to use the Spectrum® Software, as granted herein, upon notice to Franchisee with immediate effect in the event that (i) Franchisee breaches any of its obligations under this Agreement or under the Franchise Agreement, (ii) the Franchise Agreement is terminated, expires, or is not renewed, or (iii) Franchisor requires Franchisee to cease using the Spectrum® Software, or any or all portions of it, as specified by Franchisor. Unless notified to discontinue use, Franchisee agrees to continue to use the Spectrum® Software and any updated versions of it as long as Franchisor requires it.

(d) **Disabling of the Spectrum® Software**. Franchisee understands that Franchisor may include a feature in the Spectrum® Software that will cause the Spectrum® Software to automatically cease to operate in whole or in part in the event Franchisee materially breaches this Agreement, the Franchise Agreement, or fails in a timely manner to (i) submit to Franchisor the reports required by Franchisor; (ii) pay to Franchisor the required fees under this Agreement; or (iii) pay to Franchisor the Royalty Fee or any other amounts due to Franchisor under the Franchise Agreement. **Franchisor will not be liable to Franchisee for any damages whatsoever that may result directly or indirectly from Franchisor's disabling of the functionality of the Spectrum® Software pursuant to this Section**.

(e) **Disposition of Copies**. Upon termination of the license to use the Spectrum® Software granted herein Franchisee agrees to promptly return to Franchisor, or otherwise dispose of as Franchisor may instruct, all physical copies of the Spectrum® Software and its associated documentation in Franchisee's possession or under Franchisee's control and will remove all copies thereof from Franchisee's electronic storage media (including from Equipment hardware). On Franchisor's request, Franchisee will provide Franchisor with written certification of its compliance with the foregoing.

(f) **No Refunds**. Upon the expiration or termination of the license granted hereby, or if the Spectrum® Software is disabled as described above, Franchisee will not receive any refund of any payments made to Franchisor.

(g) **Ownership of Data**. Franchisee acknowledges and agrees that all data and information input and stored in the Spectrum® Software is the sole and exclusive property of Franchisor and that such information is licensed to Franchisee for its use solely for the direct and customary operation of the Center and only during the term of this Agreement.

2. **TRAINING AND SUPPORT; ACCOUNTANTS & OTHER PROFESSIONAL CONSULTANTS**

A. **Cooperation of Franchisee**. Franchisee agrees to cooperate with Franchisor in all matters relating to the installation and support of the Spectrum® Software and shall complete such training of Franchisee's personnel with respect to the Spectrum® Software as may be required by Franchisor.

B. **Training and Support**. Franchisor or Franchisor's designee will provide a limited amount of training and support to Franchisee which may be by telephone, webinar or any other means during Franchisor's normal business hours, via a written manual, the Internet or in any other manner chosen by Franchisor. The type and amount of such training and support shall be determined by Franchisor in its sole discretion.

C. **Maintenance, Upgrades and Fixes**. Franchisor or its designee may, in its discretion, modify, upgrade or create fixes, service releases and new versions of the Spectrum® Software from time to time and provide them to Franchisee.

D. **Remote Access**. Franchisee permits Franchisor or its designee unrestricted remote access to Franchisee's network and each device containing any of the Spectrum® Software. Such access may be to allow for the full functioning of the Spectrum® Software, to allow Franchisor to install the Spectrum® Software and modifications, fixes, service releases and new versions of the Spectrum® Software, to provide training and support, and any other reason Franchisor may designate or deem necessary. Franchisee acknowledges and agrees that (i) Franchisee will install on its network reasonable security protection; (ii)

remote access may reduce or disable the effectiveness of security protection; and (iii) neither Franchisor nor any party acting on behalf of Franchisor shall be liable for any claims, demands, damages, costs or expenses that arise or are in any way connected with the remote access to Franchisee's network described herein. Franchisee further understands and acknowledges that such remote access allows Franchisor to have full access to the data generated by Franchisee and to retrieve and use any such data without any limitation.

3. **CONFIDENTIALITY AND LIMITED ACCESS**

A. **Nondisclosure**. Franchisee agrees to maintain the Spectrum® Software, including its documentation and the data generated by the use of the Spectrum® Software in confidence by using at least the same physical and other security measures that Franchisee uses for its own confidential information. Franchisee further agrees not to allow anyone to access or use the Spectrum® Software or to see its documentation or the data it generates other than Franchisee's customers in connection with such customers' use of the Equipment, and Franchisee's employees, agents, and representatives who have a need to have access to or to use the Spectrum® Software in order to support Franchisee's authorized use thereof, provided that each such employee, agent, and representative shall have signed an undertaking to Franchisee, in a form satisfactory to Franchisor, acknowledging that he or she is bound by an obligation of confidentiality.

B. **Notice of Loss**. Franchisee shall immediately notify Franchisor upon discovering any loss or theft of any copy of the Spectrum® Software or its documentation or any data generated by its use, or any unauthorized disclosure thereof by any of Franchisee's employees, agents or representatives.

4. **REPRESENTATIONS; WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION**

A. **Disclaimer of Warranty**. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NEITHER FRANCHISOR NOR ANY AFFILIATE OF FRANCHISOR MAKES ANY EXPRESS OR IMPLIED WARRANTY WHATSOEVER. FRANCHISOR AND ALL AFFILIATES OF FRANCHISOR EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRANCHISOR SPECIFICALLY MAKES NO WARRANTIES AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY RELATING TO THE SPECTRUM® SOFTWARE, OR ANY ASPECT OR COMPONENT THEREOF. FRANCHISOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY THAT FRANCHISOR WILL CORRECT ANY OR ALL SOFTWARE DEFECTS.**

B. **Specific Warranty Disclaimers**. **WITHOUT LIMITING ANY DISCLAIMER OF WARRANTY IN SECTION 4.A, FRANCHISOR SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SPECTRUM® SOFTWARE OR DOCUMENTATION:**

(a). will meet Franchisees' requirements;
(b). will adhere to any quality standards;
(c). will be uninterrupted, timely, secure, bug-free or error-free;
(d). will be free from harmful code;
(e). will produce effective, accurate or reliable results;
(f). will meet Franchisees' expectations; or
(g). will be free from technical or other mistakes, inaccuracies or typographical errors.

C. **Limitation of Liability**. **THE LIABILITY OF FRANCHISOR TO FRANCHISEE WILL BE LIMITED TO DIRECT DAMAGES. IN NO EVENT WILL FRANCHISOR BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF FRANCHISOR HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, FRANCHISOR SHALL HAVE NO**

LIABILITY FOR ANY ERRORS OR OMISSIONS IN ANY WAY RELATED TO WORK PERFORMED BY CONSULTANTS OR OTHER PROFESSIONALS, REGARDLESS OF ANY PERMISSION, APPROVAL OR ACCEPTANCE BY FRANCHISOR. FRANCHISOR SHALL ALSO HAVE NO LIABILITY FOR THE INADVERTENT INTERRUPTION, DISABLING, OR UPDATE OF THE SPECTRUM® SOFTWARE.

D. **Spectrum® Software and Franchisee's Right to Indemnification**. If a third party claims that the Spectrum® Software infringes any U.S. patent, copyright, or trade secret, Franchisor may elect, in its sole discretion, to defend Franchisee against such claim at Franchisor's expense and pay all damages that a court finally awards, provided that Franchisee promptly notifies Franchisor in writing of the claim, and allows Franchisor to control, and Franchisee cooperates with Franchisor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Franchisor may, at its option, secure for Franchisee the right to continue to use the Spectrum® Software, or modify or replace the Spectrum® Software so that it is non-infringing. If neither of the foregoing options is available in Franchisor's judgment, Franchisor may terminate the license granted by this Agreement and require Franchisee to return the Spectrum® Software without compensation. Franchisor has no obligation with respect to any claim based on a version of the Spectrum® Software that is modified without Franchisor's authorization or is combined, operated or used with any product, data, or apparatus not specified or approved by Franchisor. **THIS SECTION 4.D. STATES THE ENTIRE OBLIGATION OF FRANCHISOR AND FRANCHISOR'S AFFILIATES TO FRANCHISEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

E. **Franchisor's Right to Indemnification**. Franchisee must indemnify, hold harmless, and defend Franchisor, its affiliates, and their agents and employees, in accordance with this Section, against any loss arising from or in connection with, or resulting from, and will be limited to any claim that materials or content (including, any information, software, and data) furnished by Franchisee infringe or misappropriate any third party copyright or trademark rights.

5. **MISCELLANEOUS**

A. **Remedies**. Franchisee acknowledges that any breach of the covenants set forth in Subsections 1.A.(b), (c), (d), (f) or (g) or Section 3 of this Agreement would cause irreparable damage to Franchisor that would be incapable of precise measurement and for which no adequate remedy would exist at law. Franchisee therefore agrees that injunctive relief shall be available for any such breach in addition to all other remedies that may be available.

B. **Notices**. All notices, requests, consents and other communications required or permitted by this Agreement shall be in writing and shall be delivered by hand, fax, overnight delivery service, or registered or certified first class mail, to then-current address of the recipient known by the sender, to the attention of the person then holding the title of the person signing this Agreement on behalf of the recipient. Any such notice, request, consent or other communication shall be deemed given and be effective upon receipt at such address.

C. **Entire Agreement; Amendments**. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, superseding all prior agreements, arrangements and understandings between the parties relating to its subject matter. This Agreement may not be amended or changed in any way unless such changes are in writing signed by the parties hereto.

D. **Waiver**. No delay, omission or failure to exercise any right or remedy provided for herein will be deemed to be a waiver thereof or acquiescence in the event giving rise to such right or remedy. No waiver will be binding unless contained in a writing signed by the party waiving its rights. Any waiver is limited

to the specific situation in which it is given and no waiver of any breach or default under this Agreement will be construed as a waiver of any earlier or succeeding breach or default.

E. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed entirely within the State of Texas, without regard to Texas's conflicts of law principles.

F. **Dispute Resolution**. Section 19 of the Franchise Agreement is hereby incorporated into this Agreement in its entirety and made a part by reference, and the parties agree that any controversy or dispute arising out of or related to this Agreement will be governed exclusively by this dispute resolution Section.

G. **Assignment**. Franchisee may not assign or transfer this Agreement or any rights hereunder without Franchisor's prior written consent. Franchisor may assign or transfer this Agreement and all of Franchisor's rights, duties, and obligations hereunder to any person, group, or entity that Franchisor chooses. Upon an assignment, Franchisor will be released from all of duties and obligations and Franchisee will look to the assignee for the performance of these duties and obligations.

H. **Costs, Expenses and Attorneys' Fees**. If an action is commenced between the parties to enforce any provision of this Agreement, the prevailing party will be entitled to reasonable costs and expenses, including attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

FRANCHISOR
OSTEOSTRONG FRANCHISING, INC.
a Delaware corporation

By:_____
Name: _____
Title: _____

FRANCHISEE

_____
a/an _____

By: _____
Name: _____
Title: _____

GUARANTORS

_____
_____, Individually
Date: _____

_____
_____, Individually
Date: _____

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT L
RENEWAL ADDENDUM

RENEWAL ADDENDUM
TO OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

This Renewal Addendum to OsteoStrong Franchising, Inc. Franchise Agreement ("**Addendum**") is made effective as of _____ ("**Effective Date**"), and is entered into by and between OsteoStrong Franchising, Inc. ("**Franchisor**"), _____ ("**Franchisee**"), and _____ and _____, owners of Franchisee ("**Franchisee Owners**"), each of the foregoing is referred to as a "**Party**" and together referred to as the "**Parties**."

RECITALS

A. Simultaneously with the execution of this Addendum, Franchisor and Franchisee are renewing the franchise rights granted to Franchisee under a now-expiring franchise agreement between them ("**Original Franchise Agreement**") by executing the Franchise Agreement to which this Addendum is attached ("**Renewal Franchise Agreement**"), pursuant to which Franchisee is being granted the continuation of the right to operate OsteoStrong® Center number _____ OsteoStrong _____ (the "**Center**").

B. Franchisor has determined that, on Franchisee's and Franchisee Owners' execution of this Addendum, Franchisee will have met the conditions for renewal, and Franchisee is executing this Addendum in connection with and as an addendum to the Renewal Franchise Agreement dated as of the Effective Date.

AGREEMENT

NOW, therefore, in Harris County, Texas, in consideration of the mutual premises below, and for good and valuable considerations in hand paid by each of the Parties to the others, the receipt and sufficiency of which the parties acknowledge, the Parties agree as follows:

1. Summary Pages. The following terms on the Summary Pages of the Renewal Franchise Agreement are amended as follows:

EXPIRATION DATE:	Midnight on the fifth (5th) anniversary of the Effective Date
CONTROL DATE:	Not Applicable
OPENING DATE:	Not Applicable
THE INITIAL FRANCHISE FEE:	As this Agreement is being entered into for a successor term, the Initial Franchise Fee is not applicable and instead, a Renewal Fee of $5,000, plus reimbursement of Franchisor's expenses of $_____ is due and payable by Franchisee to Franchisor on the execution of this Agreement
CENTER DESIGN FEE:	$0

2. Successor Terms. In Section 2.2 of the Renewal Franchise Agreement, the term "two additional five-year terms" is replaced with the term "one additional five-year term."

3. **GENERAL RELEASE**. In exchange for the consideration recited in this agreement, Franchisee and Franchisee Owners agree to this release. From the beginning of time through and including the Effective Date, Franchisee Owners and Franchisee (individually and on behalf of Franchisee and any successors, subsidiaries, and assigns) (collectively, "**Franchisee Releasors**") freely and without any influence, forever release, acquit, forever discharge, and covenant not to sue Franchisor, its parents, and its affiliates and each of their respective past and present officers, directors, partners, shareholders, owners, agents, contractors, representatives, and employees, in their corporate and individual capacities (collectively, "**Franchisor Releasees**"), with respect to any and all claims and defenses, whether at law or in equity, demands, liabilities, obligations, damages, debts, covenants, promises, agreements, costs, attorneys' fees, and causes of action of

whatever kind or nature, whether known or unknown, direct or indirect, vested or contingent, suspected or unsuspected that any of the Franchisee Releasors now own or hold or may at any time own or hold, for Claims which accrued or arose from the beginning of time through the Effective Date of this Addendum, including, without limitation, Claims arising under federal, state, and local laws, rules, and ordinances, the Original Franchise Agreement, the Renewal Franchise Agreement, or any other agreement or representation between any Franchisee Releasors collectively or individually, and any Franchisor Releasees, the offer and/or sale of a franchise to any Franchisee Releasors, the operation of any business using the OsteoStrong® system by any of the Franchisee Releasors, and/or the performance by any Franchisor Releasees of any obligations under any agreement with any Franchisee Releasors (collectively, "**Claims**"). This is a general release. Franchisee and Franchisee Owners (on behalf of the Franchisee Releasors) agree that fair consideration has been given for this release and fully understands that this is a negotiated, complete, full, and final release of all of Franchisee Releasors' Claims, if any.

a. Waiver of California Civil Code, Section 1542. FRANCHISEE AND FRANCHISEE OWNERS ON BEHALF THE FRANCHISEE RELEASORS, WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE, OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED IN THIS AGREEMENT BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS THAT FRANCHISEE AND/OR GUARANTOR DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT, including, without limitation, Section 1542 of the California Civil Code, if applicable.

4. Merger Clause. This Addendum supersedes and merges previous agreements, representations and/or discussions pertaining to the same or similar matter between Franchisee and Franchisor and constitutes the entire agreement of the Parties with regard to the subject matter of this Addendum. Any modification of this Addendum will be effective only if it is in writing and signed by each Party whose rights hereunder are affected thereby.

5. Miscellaneous. Capitalized terms will have the meanings ascribed to them in the Renewal Franchise Agreement. All other provisions of the Renewal Franchise Agreement remain in full force and effect. If any discrepancy or conflict arises between the provisions of this Addendum and the provisions of the Renewal Franchise Agreement, the provisions of this Addendum will control.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Franchisor, Franchisee and Franchisee Owners, have entered and executed this Addendum effective as of the Effective Date recited above.

OSTEOSTRONG FRANCHISING, INC.

By: _____
Kyle J. Zagrodzky, CEO

FRANCHISEE and FRANCHISEE OWNERS:

By:_____
_____, Individually and on behalf of
Franchisee entity: _____
Email: _____

By:_____
_____, Individually and on behalf of
Franchisee entity: _____
Email: _____

OSTEOSTRONG FRANCHISING, INC.
FRANCHISE AGREEMENT

ATTACHMENT M
STATE SPECIFIC AMENDMENTS

OSTEOSTRONG FRANCHISING, INC.

CALIFORNIA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated _____, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, 20____, by and between OsteoStrong Franchising, Inc. ("**Franchisor**"), a Delaware corporation, with a principal business address of 8524 Highway 6 North, # 310, Houston, Texas 77095, and _____ ("**you**" or "**Franchisee**"). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq., (collectively, the "**Act**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

2. Sections 20000 through 20043 of the California Business and Professions Code provide rights to you concerning nonrenewal and termination of the Franchise Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement contains a provision that is inconsistent with these laws, these laws will control.

3. The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (California Business and Professions Code 2000 through 20043).

4. If the Franchise Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

5. If the Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

6. If the Franchise Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may unenforceable under California law.

7. If the Franchise Agreement requires that it be governed by a state's law other than the State of California, such requirement may be unenforceable.

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

9. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of California law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

OSTEOSTRONG FRANCHISING, INC.

HAWAII AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated _____, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, 20____, by and between OsteoStrong Franchising, Inc. ("**Franchisor**"), a Delaware corporation, with a principal business address of 8524 Highway 6 North, # 310, Houston, Texas 77095, and _____ ("**you**" or "**Franchisee**"). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. Section 4.1 of the Franchise Agreement is hereby amended to read as follows:

> "4.1. Initial Franchise Fee. You shall pay Franchisor an Initial Franchise Fee in the amount specified in the Summary Pages upon the earlier of (a) the date Franchisor has completed its pre-opening obligations to you under the Franchise Agreement and the Center commences doing business; or (b) when the state of Hawaii removes its Financial Assurance Requirement as a condition to our registration. You acknowledge and agree that the Initial Franchise Fee is fully earned by Franchisor when paid and is not refundable."

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

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

OSTEOSTRONG FRANCHISING, INC.

ILLINOIS AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated _____, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, 20____, by and between OsteoStrong Franchising, Inc. ("**Franchisor**"), a Delaware corporation, with a principal business address of 8524 Highway 6 North, # 310, Houston, Texas 77095, and _____ ("**you**" or "**Franchisee**"). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

- Illinois law governs the Franchise Agreement(s).
- Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.
- In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
- Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
- In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.
- No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, franchise seller or other person acting on behalf of a Franchisor. The provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

OSTEOSTRONG FRANCHISING, INC.

MINNESOTA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated _____, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, 20____, by and between OsteoStrong Franchising, Inc. ("**Franchisor**"), a Delaware corporation, with a principal business address of 8524 Highway 6 North, # 310, Houston, Texas 77095, and _____ ("**Franchisee**"). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. The Franchise Agreement is amended to the extent necessary to comply with the provisions of Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J), which prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes.

2. Nothing in the Franchise Agreement is intended to or will abrogate or reduce (a) any of the franchisee's rights as provided for in Minn. Stat. Chapter 80C or (b) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. The termination, renewal, and transfer provisions of the Franchise Agreement are amended to the extent necessary to comply with Minn. Stat. § 80C.14 Subd. 3-5, which require (except in certain specified cases) (a) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (b) that consent to the transfer of the franchise will not be unreasonably withheld.

4. The Franchise Agreement is amended to the extent necessary to comply with Minn. Stat. § 80C.12 Subd. 1(G), which requires the franchisor to protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

5. The Franchise Agreement is amended to the extent necessary to comply with Minn. Rules 2860.4400(D), which prohibits a franchisor from requiring a franchisee to asset to a general release.

6 The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J) also, a court will determine if a bond is required.

7. The Limitation of Claims section is amended to comply with Minn. Stat. § 80C.17 Subd. 5, which provides that no action may be commenced under the Minnesota Franchises Act more than three years after the cause of action accrues.

8. Section 4.1 of the Franchise Agreement is hereby amended to read as follows:

> "4.1. Initial Franchise Fee. You shall pay Franchisor an Initial Franchise Fee in the amount specified in the Summary Pages upon the earlier of (a) the date Franchisor has completed its pre-opening obligations to you under the Franchise Agreement and the Center commences doing business; or (b) when the state of Minnesota removes its Financial Assurance Requirement as a condition to our registration. You acknowledge and agree that the Initial Franchise Fee is fully earned by Franchisor when paid and is not refundable."

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

10. In the event of any conflict between the terms of this Amendment and the terms of the Franchise

Agreement, the terms of this Amendment shall prevail.

11. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota laws are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

OSTEOSTRONG FRANCHISING, INC.

NORTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated _____, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, 20____, by and between OsteoStrong Franchising, Inc. ("**Franchisor**"), a Delaware corporation, with a principal business address of 8524 Highway 6 North, # 310, Houston, Texas 77095, and _____ ("**you**" or "**Franchisee**"). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. The State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota Law, including the North Dakota Franchise Investment Law Section 51-19, North Dakota Century Code ("**North Dakota Law**"):

   (a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the Franchise Agreement;

   (b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

   (c) A provision requiring a North Dakota franchisee to consent to the jurisdiction of courts outside the state of North Dakota;

   (d) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;

   (e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;

   (f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

2. Section 4.1 of the Franchise Agreement is hereby amended to read as follows:

   "4.1. Initial Franchise Fee. You shall pay Franchisor an Initial Franchise Fee in the amount specified in the Summary Pages upon the earlier of (a) the date Franchisor has completed its pre-opening obligations to you under the Franchise Agreement and the Center commences doing business; or (b) when the state of North Dakota removes its Financial Assurance Requirement as a condition to our registration. You acknowledge and agree that the Initial Franchise Fee is fully earned by Franchisor when paid and is not refundable."

3. The following is hereby added to Article 15 of the Franchise Agreement:

   "North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law."

4. The following is hereby added to Article 19 of the Franchise Agreement.

   "The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business."

5. The following is hereby added to Section 19.1 of the Franchise Agreement:

   "Notwithstanding the foregoing, nothing in this provision will act to require that Franchisee waive

any rights granted to it under North Dakota Law, and to the extent any conflict in laws arises, North Dakota Law will control."

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

7. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

OSTEOSTRONG FRANCHISING, INC.

SOUTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated _____, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, 20____, by and between OsteoStrong Franchising, Inc. ("**Franchisor**"), a Delaware corporation, with a principal business address of 8524 Highway 6 North, # 310, Houston, Texas 77095, and _____ ("**you**" or "**Franchisee**"). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

2. Section 4.1 of the Franchise Agreement is hereby amended to read as follows:

"4.1. Initial Franchise Fee. You shall pay Franchisor an Initial Franchise Fee in the amount specified in the Summary Pages upon the earlier of (a) the date Franchisor has completed its pre-opening obligations to you under the Franchise Agreement and the Center commences doing business; or (b) when the state of South Dakota removes its Financial Assurance Requirement as a condition to our registration. You acknowledge and agree that the Initial Franchise Fee is fully earned by Franchisor when paid and is not refundable."

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the South Dakota Franchise Law (Franchises for Brand-Name Goods and Services), with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

OSTEOSTRONG FRANCHISING, INC.

WASHINGTON AMENDMENT TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS

THIS AMENDMENT TO FRANCHISE AGREEMENT ("**Amendment**") dated _____, 20___ is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "**Franchise Agreement**") dated _____, 20____, by and between OsteoStrong Franchising, Inc. ("**Franchisor**"), a Delaware corporation, with a principal business address of 8524 Highway 6 North, # 310, Houston, Texas 77095, and _____ ("**Franchisee**"). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Amendment.

1. **Conflict of Laws**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation**. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees**. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Section 4.1 of this Franchise Agreement is revised to state that the Washington Department of Financial Institutions Securities Division has imposed a financial assurance requirement. Therefore, as a

condition to becoming registered to offer and sell franchises in the State of Washington, we have agreed to defer your obligation to pay the Initial Franchise Fee to us until Franchisor has completed all of its preopening obligations to Franchisee under the Franchise Agreement and Franchisee has opened for business.

20. Sections 16.2.2, 16.2.3, and 16.2.5 of the Franchise Agreement are deleted in their entirety.

21. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington laws are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

OSTEOSTRONG FRANCHISING, INC.	**FRANCHISEE**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:_____	Date: _____

EXHIBIT C

GO FIGURE
FORM LICENSE AGREEMENT

IGO 360 WEBSITE OPERATING USER AGREEMENT AND PRIVACY POLICY

*** Important: Please Read ***

PARAGRAPH #1 AT BOTTOM OF PAGE 2 CONTAINS OUR PRIVACY POLICY.

PLEASE READ THE TERMS AND CONDITIONS OF THIS WEBSITE AND OPERATING USER AGREEMENT CAREFULLY BEFORE ACCESSING OR USING IGO 360. BY CLICKING THE "I AGREE" BOX AND/OR ACCESSING OR USING IGO 360, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGE YOU ARE ENTERING A LEGALLY BINDING AGREEMENT. IN SUMMARY, THIS MEANS YOU AGREE:

(1) TO PAY FOR IGO 360;
(2) TO LIMITED DAMAGES;
(3) NOT TO MISAPPROPRIATE ANY GO FIGURE INTELLECTUAL PROPERTY.

IF YOU DO NOT AGREE TO THESE TERMS, PROMPTLY STOP ACCESSING OR USING IGO 360. ANY USE, REPRODUCTION OR REDISTRIBUTION OF IGO 360 NOT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT IS EXPRESSLY PROHIBITED. "IGO 360", FOR THE PURPOSES OF THIS AGREEMENT, INCLUDES THE WEBSITE AND FUNCTIONALITY OF WWW.IGO360.IGOFIGURE.COM, IGO360PORTAL.IGOFIGURE.COM AND/OR ANY OTHER INSTANCE OF THE IGO 360 APPLICATION OR RELATED WEBSITES REGARDLESS OF ITS WEB ADDRESS, ALL SUBDOMAINS, ANY ON-LINE OR ELECTRONIC DOCUMENTATION, ANY RELATED DOWNLOAD OR UPGRADE, THE RELATED USER DOCUMENTATION, ANY AND ALL COPIES AND DERIVATIVE WORKS, INCLUDING MOBILE APPLICATIONS, DEVELOPER PLATFORM, PREMIUM SERVICES, OR OTHER INFORMATION PROVIDED AS PART OF IGO 360.

THIS AGREEMENT IS BETWEEN YOU AND GO FIGURE, INC. "YOU", "YOUR", "LICENSEE" OR "SUBSCRIBER" MEANS THE ENTITY OR INDIVIDUAL ASSENTING TO THIS AGREEMENT AND/OR OTHERWISE USING OR ACCESSING IGO 360, YOUR EMPLOYEES, AGENTS, SUCCESSORS, AFFILIATES AND/OR ANY OTHER PERSON ACTING FOR OR ON YOUR BEHALF. You agree that by using iGo 360, You are entering into a legally binding agreement with Go Figure, Inc. based on the terms of this iGo 360 Website and Operating User Agreement, Your purchase order, and the iGo 360 privacy policy which is hereby incorporated by reference (collectively referred to as the "Agreement").

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND GO FIGURE. ANY OTHER VERBAL OR WRITTEN STATEMENT OR REPRESENTATION, REGARDLESS OF FORM OR FORMAT, SHALL NOT MODIFY THE TERMS OF THIS AGREEMENT UNLESS PHYSICALLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GO FIGURE.

If You are using iGo 360 on behalf of a company or other legal entity, You are nevertheless individually bound by this Agreement even if Your company has a separate agreement with us. If You do not want to be bound by the terms of the Agreement, do NOT click "I Agree" and do not access, view, download or otherwise use any iGo 360 webpage, information or services. By clicking "I Agree", You acknowledge that You have read and understood the terms and conditions of this Agreement and that You agree to be bound by all of its provisions. By clicking "I Agree," You also consent to use electronic signatures and acknowledge Your click of the "I Agree" button as an electronic signature sufficient to legally bind You.

Go Figure, Inc. including its subsidiaries, affiliates, successors, parent companies and assigns, (hereinafter "Go Figure", "we," "us," "our," "Licensor" and/or "Go Figure") operates iGo 360. You may only use or access iGo 360 pursuant to the following terms, obligations, covenants and conditions, which You accept by Your use of iGo 360. Use of iGo 360 is subject to additional terms and conditions defined by our content providers ("Licensors") as may be stipulated on applicable pages of iGo 360, which You accept by Your use of iGo 360.

Go Figure may modify this Agreement or iGo 360, at any time, and such modifications shall be effective immediately upon posting unless otherwise stated in writing. You agree to be bound by such modifications and Your continued use of iGo 360 shall be Your conclusive acceptance and consideration of such modifications. If You do not agree to any changes or modifications, You should immediately stop using and/or accessing iGo 360 and notify Go Figure immediately at support@igofgure.com.

Go Figure, Inc. is a Texas Corporation.

1. **Privacy Policy: Storage and Transmission of Data About You And Your Customers.** Go Figure routinely reviews these standards for compliance with EU data privacy standards. Go Figure self-certifies compliance with the EU-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce, and Go Figure shall ensure that it maintains its self-certification to and compliance with the EU-U.S. Privacy Shield Frameworks with respect to the Processing of Personal Data that is transferred from the European Economic Area to the United States. If you are an EU-based Go Figure customer, You agree to comply with EU data privacy laws and that You are a Controller, and Go Figure is a Processor as defined by EU law.

a. **Server Location and Data Collected**. The servers hosting iGo 360 are located in a secure COLO facility on redundant servers in the State of Texas in the United States. Go Figure does not collect personal Data. Go Figure stores Data You enter into iGo 360 about You and Your customers. Go Figure reserves the right to back up that data and/or move the iGo 360 servers to another location in the United States or anywhere else in the world. Go Figure maintains the data stored by iGo 360 for the business purposes of allowing You to run your facility with iGo 360. Things like attendance history, results, and customer contact information are stored by iGo 360 for the purpose of You running Your business. Go Figure does not sell or otherwise transfer customer data to anyone other than to perform services related to iGo 360. For example, customer payment data is transferred to third party payment processors to process payments on Your behalf if You choose to use those services. Transmission of that data is encrypted. If Your customers have any questions about how the data is used, they may email support@igofigure.com for more information. Any third party to whom customer data is transmitted has agreed to keep said information in strict confidence, adequately safeguard the data, and to use such data only for the purposes of delivering iGo 360-related services.

b. **Choice**. Your customers may choose not to have any sensitive information stored in iGo 360 by simply notifying You not to enter such data into iGo 360.

c. **Access**. You are able to access customer personal information through iGo 360 to correct the information if it is inaccurate. Your customers may update certain customer information through the iGo 360 customer portal, if You use that option. If not, customers can contact You directly to change, update, or delete their personal information. If you are a customer of a facility using the iGo360 software, contact that facility with any questions about your data. If you cannot reach the facility, contact us at support@igofigure.com.

d. **Security**. Data entered into iGo 360 is backed up at Iron Mountain or other similar service provider. Access to Go Figure's COLO facility and Iron Mountain is tightly restricted. To further protect against loss, misuse, unauthorized access, disclosure, alteration and destruction of said data, all Go Figure employees are subject to a background check. iGo 360 maintains a 2048 bit Extended Validation SSL certificate or better.

e. **Access to Your data**. All reports in iGo 360 are exportable in an Excel format. Along with viewing data through the user interface, this is the only method for accessing Your data. Note that credit card and/or bank data entered into the program is encrypted and tokenized and is not accessible by You after entry. Go Figure recommends You securely store and maintain a copy of such data pursuant to Payment Card Industry standards.

f. **Duration of Data Storage.** Member personal data will be stored as long as You leave it in iGo360. If Your customer wants it removed upon termination of Customer's business relationship with You, simply edit the member record and replace personally identifying fields with null characters.

2. Inappropriate Usage/Data You Enter.

Go Figure engages in the promotion of safety and good citizenship within the internet community. Should Go Figure become aware of any inappropriate use of iGo 360, Go Figure, in its sole discretion will respond in any way that it deems appropriate under the circumstances. You acknowledge that Go Figure has the right to report to the appropriate law enforcement authorities and/or any other appropriate governmental agencies any actions or conduct that may be considered illegal, as well as any reports it receives of such actions or conduct. When requested, Go Figure will cooperate fully with all law enforcement and governmental agencies in any investigation of alleged illegal activity on the Internet.

You shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of data You enter into iGo 360. You warrant to Go Figure Your data does not violate applicable law or the rights of any third party.

3. Use and Disclosure of Information

Except as described herein, Go Figure does not transfer and disclose personal information about iGo 360 customers and their members/customers. Some information is transmitted to third parties only when authorized by You, for example, when transmitting member payment data to third-party payment processors. These third parties are contractually restricted from using or disclosing the information except as necessary to perform services on our behalf or to comply with legal requirements. In addition, we may disclose information about You (i) if we are required to do so by law or legal process; (ii) to law enforcement authorities or other government officials; (iii) to contractors we use to support our business (such as fulfillment services, technical support, delivery services, and financial institutions), in which case we will require such third parties to agree to treat such information confidentially and in accordance with Go Figure's Privacy Policy and use it for the same purposes; or, (iv) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity.

Go Figure reserves the right to transfer to the transferee/purchaser any information we have about You in the event we sell or transfer all or a portion of our business or assets.

4. No Copying/Website Security Policy

You agree not to:

- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on iGo 360 except as permitted in this Agreement, or as expressly authorized by Go Figure;

- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code or any underlying intellectual property used to provide iGo 360, or any part thereof;
- Utilize or copy information, content or any data You view on and/or obtain from iGo 360 to provide any service that is competitive with Go Figure;
- Adapt, modify or create derivative works based on iGo 360 or technology underlying iGo 360, in whole or part;
- Remove any copyright, trademark or other proprietary rights notices contained in or on iGo 360;
- Remove, cover or otherwise obscure any form of advertisement included in iGo 360;
- Infringe or use Go Figure's brand, logos and/or trademarks, including, without limitation, using the words "iGo Figure", "Go Figure" and/or "iGo 360";
- Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in iGo 360;
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of iGo 360;
- Attempt to or actually override any security component included in or underlying iGo 360;
- Attempt to access any other iGo 360 user account or data without that user's express authorization;
- Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on iGo 360's infrastructure, including, but not limited to, attempting to gain unauthorized access to iGo 360, or transmitting or activating computer viruses through or on iGo 360; and/or
- Interfere with or disrupt or game iGo 360, including, but not limited to, any servers or networks connected to iGo 360.

Violation of this policy will result in immediate suspension of Your access to iGo 360 and may result in criminal or civil liability. Violators of this policy, or the spirit of this policy, will have their account suspended or terminated, and/or Go Figure may take other legal steps.

5. Sign-in Credentials

You agree to: (1) Keep Your password secure and confidential; (2) not permit others to use Your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring Your iGo 360 account to another party; and (5) keep Your contact information current with Go Figure. Further, You are responsible for anything that happens through Your account until You close down Your account or prove that Your account security was compromised due to no fault of Your own.

6. Customer Equipment and Related Responsibilities

a. You are solely responsible for obtaining and maintaining all telephone, high speed internet connection(s), computer hardware, workstations, networks, operating system, software and other equipment needed for proper access to and use of iGo 360. Using iGo 360 requires a basic working knowledge of Your operating system (e.g. Windows or iOS),

and other programs like Microsoft Excel (as reports are exportable to Excel). You represent that You and Your employees have a basic working knowledge of these services, and if not, You will provide sufficient training.

b. Prior to contacting Go Figure concerning connectivity problems, You shall verify that You are able to properly connect to the Internet by verifying navigation through common sites, such as www.google.com, and verify that You are running the most recent release of Internet Explorer, Mozilla Firefox, or Chrome.

c. Certain hardware (like the barcode scanner) utilized by iGo 360 requires a USB port and functions only on a Windows PC.

d. You are required to maintain updated anti-virus software on all workstations and remove any programs that the anti-virus software flags as potentially malicious.

e. You are required to restrict permission to install software on those computers to business owner and/or trusted senior staff.

f. You are required to maintain up-to-date versions of operating systems (e.g., Microsoft Windows or Macintosh OS) and web browsers (e.g., Internet Explorer, Safari or Firefox), with all security updates and patches installed.

g. You are responsible for selecting an operator who is qualified to operate iGo 360, is sufficiently trained on iGo 360 and any other operating systems or related programs necessary to operate iGo 360. Go Figure reserves the right to refuse assistance, or to charge additional fees if an operator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of iGo 360.

h. Ensure that every individual that logs into iGo 360 has been trained and has a unique username and password that is known only by that individual.

7. Fees and Payment

a. Go Figure charges a sign-up fee and monthly subscription fee per Business Location that uses iGo 360 ("the Fee") and limits the number of concurrent user logins per facility. Payment of the Fee entitles You to access to iGo 360 for the term covered by Your payment. The term shall automatically renew monthly when the Fee is received or as otherwise stated in Your purchase order. You agree to pay the Fee or other amount agreed to in writing by Go Figure plus shipping, handling and any applicable sales, use, excise or VAT tax.

b. By agreeing to this Agreement, You are authorizing Go Figure to collect the Fee and any subsequent charges authorized by You via automatic ACH

payment from Your checking or savings account or direct charge to Your credit card. The Fee may vary by jurisdiction or as otherwise agreed in writing by Go Figure.

c. Non-payment of the Fee will result in termination of Your access to iGo 360 and is considered a breach of this Agreement.

d. All fees due under this Agreement are to be paid to Go Figure in the United States in US dollars and due and as agreed by You. Each time You use iGo 360 You reaffirm the foregoing authorization, and such authorization will remain valid unless revoked by You in writing.

e. You agree to inform Go Figure immediately of any changes in Your credit card, debit card or checking account information. If Go Figure does not receive payment from the card issuer or other designated financial institution for any Fees and related charges, You agree to pay all amounts due upon demand by Go Figure. You solely are responsible for delivery of currency from Your country (where applicable) and agree to comply with any and all restrictions regarding payment of money from Your country to Licensor in the United States.

f. YOUR OBLIGATION TO PAY ALL FEES, CHARGES AND AMOUNTS DUE UNDER THIS AGREEMENT AGREEMENT SHALL BE UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, CLAIM, COUNTERCLAIM, ASSERTION OF LIABILITY, INTERRUPTION, DEFERMENT OR RECOUPMENT EXCEPT AS PROVIDED IN THIS LICENSE AGREEMENT OR APPLICABLE LAW. YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU MAY BE BILLED DIRECTLY FOR ANY REFUSED CHARGES TO THE CREDIT CARD OR CHECKING ACCOUNT PROVIDED BY YOU TO GO FIGURE.

8. Notifications.

For purposes of service messages and notices about iGo 360, including modifications to this Agreement, such notifications may be in the form of an email from Go Figure to an email address associated with Your account, even if we have other contact information, or by updating the terms of this Agreement and requiring You to click Agree. You also agree that Go Figure may communicate with You via email, mobile number, telephone, or delivery services including the postal service about Your iGo 360 account or services. You acknowledge and agree that we shall have no liability associated with or arising from Your failure to maintain accurate contact or other information, including, but not limited to, Your failure to receive critical information about iGo 360.

9. Export Controls.

Your use of iGo 360 may be subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that You are not prohibited from receiving US origin products, including services or software.

10. Contributions to Go Figure.

By submitting ideas, suggestions, documents, and/or proposals for modifications or improvements to iGo 360 ("Contributions") to Go Figure through its suggestion or feedback webpages or otherwise, You acknowledge and agree that: (a) Your Contributions do not contain confidential or proprietary information; (b) Go Figure is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Go Figure shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Go Figure may have something similar to the Contributions already under consideration or in development; (e) You irrevocably assign to Go Figure all rights to Your Contributions; and (f) You are not entitled to any compensation or reimbursement of any kind from Go Figure under any circumstances for said Contributions.

11. Data Conversion.

Go Figure assumes no responsibility under this Agreement for converting Your data files for use with iGo 360. Any data conversion Go Figure may perform for You is governed by this License Agreement, including but not limited to warranty limitations and liability limitations. Fees for data conversion are non-refundable. Data conversion is only as good as the data provided, and the information provided about each data point, accordingly, Go Figure cannot and does not warrant the accuracy of the data conversion. You warrant and represent that any converted data performed by Go Figure will be thoroughly reviewed and inspect by You, and that You are solely responsible for any inaccuracies in the data. The conversion service is "as is", and has no warranty, express, or implied, and any claims related to the data conversion are governed by this Agreement.

12. WARRANTIES, LIMITATIONS AND DISCLAIMERS.

a. Express Warranty. Go Figure warrants that iGo 360 shall be 99.5% available twenty-four (24) hours per day, seven (7) days per week, three-hundred and sixty-five (365) days per year. This translates to forty-three (43) hours and forty-eight (48) minutes of unplanned outage time per year.

   If the cumulative service level for iGo 360 drops below 99.5% for any contract year of service, as determined on each anniversary of the first day You started using iGo 360, Go Figure will credit You with additional complimentary services to be used in the following year of service, according to the following schedule:

   i. 98% - 99.4% availability of iGo 360 - one (1) free month of service;

   ii. 95% - 97.9% availability of iGo 360 - two (2) free months of service;

   iii. 90% - 94.9% availability of iGo 360 – three (3) free months of service; and

iv. Less than 90% availability of iGo 360 – four (4) free months of service.

In order to receive any credit of free service pursuant to this section, You must request said credit in writing from Go Figure no later than thirty (30) days after the end of the contract year in which the availability of iGo 360 fell below the warranted level. To the extent Go Figure does not receive timely notice from You as provided in this paragraph, Go Figure shall have no further obligation to provide You any free service.

You shall not receive any credit or refund under this section in connection with any failure or deficiency caused by or associated with any of the following:

i. Circumstances beyond Go Figure's reasonable control, including, but not limited to, war, insurrection, sabotage, terrorism, armed conflict, embargo, fire, flood, earthquake, Internet virus, third party hacking, or denial of service attacks;

ii. Major telecommunications or Internet failure outside of Go Figure's control;

iii. Acts or omissions by You, Your employees, or agents, including, without limitation, custom scripting or coding, any negligence, willful misconduct, or use of iGo 360 outside the scope of this Agreement; and/or

iv. Routine Maintenance conducted by Go Figure between the hours of 9 PM and 9 AM in the Central Standard Time.

b. **DISCLAIMER**

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

WE PROVIDE IGO 360 ON AN "AS IS" AND "AS AVAILABLE" BASIS. GO FIGURE DOES NOT CONTROL OR VET USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS UNLESS SPECIFICALLY STATED IN THIS AGREEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY GO FIGURE OR ANYTHING RELATED TO IGO 360, YOU MAY CANCEL AND TERMINATE THIS AGREEMENT WITH 30 DAYS NOTICE AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

GO FIGURE IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES SENT THROUGH IGO 360 TO ANYONE.

GO FIGURE DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING EXCEPT AS SPECIFICALLY ENUMERATED IN THIS AGREEMENT. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. GO FIGURE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING EXCEPT AS SPECIFICALLY ENUMERATED IN THIS AGREEMENT. FURTHERMORE, GO FIGURE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF IGO 360 DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

c. LIMITATION OF LIABILITY

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER GO FIGURE NOR ANY OF OUR SUBSIDIARIES, AFFILIATED COMPANIES, EMPLOYEES, SHAREHOLDERS, OR DIRECTORS ("GO FIGURE AFFILIATES") SHALL BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA TO YOU OR ANY THIRD PERSON ARISING FROM YOUR USE OF IGO 360, OR ANY OF THE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM IGO 360, AND (B) ANY DAMAGES IN EXCESS OF THREE TIMES THE MOST RECENT MONTHLY FEE THAT YOU PAID FOR IGO 360, IF ANY, OR US $100, WHICHEVER AMOUNT IS GREATER. THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND WITHOUT IT THE TERMS AND PRICES CHARGED WOULD BE DIFFERENT. THIS LIMITATION OF LIABILITY SHALL:

A. APPLY REGARDLESS OF WHETHER (1) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, (2) GO FIGURE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (3) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE;
B. NOT APPLY TO ANY DAMAGE THAT GO FIGURE MAY CAUSE YOU THAT CANNOT BE LEGALLY DISCLAIMED BY THIS AGREEMENT.
C. NOT APPLY IF YOU HAVE ENTERED INTO A SEPARATE AGREEMENT IN WRITING AND SIGNED BY AN AUTHORIZED GO FIGURE OFFICER THAT SPECIFICALLY SUPERSEDES THIS SECTION.

d. Indemnification

You alone are responsible for Your actions or the actions of any person using Your user name and/or password; and, any person You have allowed to access iGo 360. As such, You agree to indemnify, defend and hold harmless Go Figure and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that Your use of iGo 360 by You or any person using Your user name and/or password violates any applicable law or regulation, or the rights of any third party including negligent or wrongful conduct by You or by any person using Your user name and/or password. You also shall indemnify, defend, and hold Go Figure, its officers, directors, shareholders, employees, and authorized agents harmless from and against any and all claims, damages and expenses (including, without limitation, attorneys' fees) resulting directly or indirectly from access to or use or misuse of iGo 360 by You.

13. HIPAA.

Obligations and Activities for Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules. Go Figure maintains the following HIPAA compliance standards, sufficient for any Subscriber who may be a HIPAA covered entity, as defined by United States regulations pursuant to 45 CFR - 164.524, as amended from time to time, or any other applicable law:

a. Subscriber will notify Go Figure of its status as an entity subject to HIPAA in writing within 30 days of purchasing Go Figure.

b. Go Figure will not disclose Protected Health Information, as defined by applicable law, other than as permitted or required by the Agreement or as required by law;

c. Go Figure uses appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement;

d. Go Figure will mitigate, to the extent practicable, any harmful effect that is known to Go Figure of a use or disclosure of Protected Health Information by Go Figure in violation of the requirements of the Agreement;

e. Go Figure will report to Subscriber any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware;

f. Go Figure will not disclose Protected Health Information to any agent or subcontractor not subject to these provisions;

g. Go Figure will document any disclosures of Protected Health information and information related to such disclosures as would be required for SUBSCRIBER to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR -164.528; and

Go Figure will make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Go Figure on behalf of SUBSCRIBER available to SUBSCRIBER, or to the U.S. Secretary of Health and Human Services, in a mutually agreed upon time and manner, or as designated by the Secretary, for purposes of the Secretary verifying Go Figure compliance to United States regulations pursuant to 45 CFR -164.524.

14. DISPUTE RESOLUTION/CHOICE OF LAW AND VENUE

If You have a problem with any services provided by Go Figure, please contact support@igofigure.com. If the issue cannot be resolved, You and Go Figure agree that any claim or controversy at law or equity that arises out of this Agreement will be resolved in accordance with one of the subsections.

a. **Non-Binding Confidential Mediation.** Before filing any claim, judicial proceeding or arbitration, You agree to attempt to submit the dispute to a non-binding confidential mediation before a neutral third party mediator in Houston, Texas. All parties to the mediation shall pay their respective costs and expenses of mediation.
b. **Institution of Legal Proceedings.** You shall not institute any legal or administrative proceeding for claims arising out of a dispute pursuant to this Agreement, including arbitration, without first attempting to resolve the dispute through negotiation and non-binding mediation as set forth in section a. If the dispute has not been resolved through negotiation or mediation pursuant to the Procedures, either party may initiate litigation in Houston, Texas.
c. **Choice of Law.** This Agreement is deemed to have been executed in Harris County, Texas. Any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the state of Texas regardless of Your country of origin or where You access iGo 360 and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and Go Figure agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court located in Harris County, Texas. You agree to submit to the personal jurisdiction of the courts located within Harris County, Texas for the purpose of litigating all such claims. Notwithstanding the above, You agree that Go Figure shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

15. Intellectual Property

a. Go Figure has and retains the full title and ownership of all intellectual property rights and any other rights to iGo 360, including all modifications, enhancements and releases. This Agreement conveys only a limited license, not legal or equitable title, to iGo 360. Customer agrees that iGo 360 is Go Figure's proprietary information and contains LICENSOR trade secrets, whether or not any portion thereof is or may be validly copyrighted or patented. Customer recognizes that iGo 360 constitutes a valuable asset and trade secret of Go Figure and any information with respect thereto is confidential and shall be treated as provided in this Agreement. You agree not to

disclose Licensor confidential information to any third party during the term of this Agreement and for five years thereafter.

b. This Agreement is not assignable. Neither the license granted hereunder nor any of the iGo 360 components or access thereto may be sub-licensed, assigned or transferred by Licensee to any other party without Go Figure's prior written consent. Any attempt to sub-license, assign or transfer any of the rights, duties or obligations of Licensee pursuant to this Agreement, except as provided herein, is void.

c. Reproduction, printing, displaying or copying iGo 360 in any form (including any associated documentation) without the express prior written consent of Go Figure or as otherwise expressly permitted herein is prohibited. Customer may copy user documentation for internal use by Customer's personnel.

d. Go Figure reserves all rights not expressly granted herein.

16. Amendment

Go Figure reserves the right to amend, waive, modify or supplement this Agreement. Any amendment, waiver, modification or supplement shall be effective when You click the "Agree" button on any subsequently modified Agreement. Each use by You of iGo 360 reaffirms Your acceptance of, and Your agreement to be bound and to abide by, this Agreement as amended, modified or supplemented.

17. No Waiver.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

18. Trademarks, Copyright and Licenses.

Go Figure and/or its other third party licensors have filed domestic and/or international copyrights and trademarks under the appropriate laws of each jurisdiction necessary to protect the entire contents of iGo 360. Any other product names, marks, symbols, trade names, company names and/or logos which appear within iGo 360 are the property of their respective owners and appear through the courtesy of, and/or a license from, such owners. Such marks are protected by United States law, including without limitation the Lanham Act and other laws on trademarks and unfair competition, and may also be protected by the laws in foreign countries. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL IN IGO 360, INCLUDING BUT NOT LIMITED TO ANY TRADEMARKS, TEXT, PICTURES, PROGRAMS, GRAPHICS AND/OR CODE.

You may print portions of material from certain areas of iGo 360 solely for Your own commercial use in the operation of Your business provided that You agree not to change or delete any copyright or proprietary notices from the materials. Printing or downloading the material does not transfer to You any right, title or interest to any intellectual property rights. Go Figure may use information it obtains as a result of Your registration and use of iGo 360, to provide technical support.

19. Customer Listing.

You hereby authorize Go Figure to list You and/or Your company as a customer of Go Figure on Go Figure's website, and include Your name and trademarks on said site. You assume sole responsibility for the protection of any copyrights, trademarks, service marks, trade names and other intellectual property owned wholly or partially by You. Go Figure will remove such reference if You so request by emailing support@igofigure.com.

20. Subscriber Third Party Trademarks and Copyrights

Go Figure does not make it its responsibility to monitor the use of trademarks, copyrights or other rights of Go Figure or third parties. Go Figure may, however, in appropriate circumstances and in Go Figure's sole discretion, remove, suspend, terminate access, or take other appropriate action against customers who infringe the copyright rights of others. Therefore, if You reasonably believe that any materials on Go Figure's website contain unauthorized reproductions of Your copyrighted work or trademarks and wants such content removed, then You must provide the following information to Go Figure (as required under the Digital Millennium Copyright Act (17 U.S.C. sec. 512)):

a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

b. Identification of the copyrighted work claimed to have been infringed;

c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Go Figure to locate the material;

d. Information reasonably sufficient to permit Go Figure to contact Subscriber, such as an address, telephone number and e-mail address;

e. A statement that You have a good faith belief that the use of the material in the manner complained of is not authorized by the owner, its agent or the law; and

f. A statement that the information in the notice is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

21. COMPLETE AGREEMENT

This Agreement, is the complete agreement between You and Go Figure with respect to iGo 360. It supersedes all prior or contemporaneous proposals, agreements and inducements about the subject matter of this Agreement. No promises or agreements made prior to or after the execution of this Agreement are binding unless in writing and signed by both parties. This Agreement may be amended, modified, waived or revoked only by a written instrument executed by both parties.

22. SEVERABILITY

No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing. In the event that any provision of this Agreement shall be held to be void or unenforceable in whole or in part, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of this Agreement shall continue in full force and effect, and the parties agree to remain bound by and perform in accordance with the terms hereof, as amended.

23. Links.

iGo 360 may provide, or third parties may provide, links to non-Go Figure internet web sites or resources as a convenience to You ("Third-Party Sites"). Because Go Figure has no control over such sites and resources, You acknowledge and agree that Go Figure is not responsible for the availability of such Third-Party Sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Links to Third-Party Sites are not endorsements by Go Figure of such Third-Party Sites. You further acknowledge and agree that Go Figure shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance any such content, goods or services available on or through any such Third Party Site or resource. When You link to a site You are solely responsible for obeying the terms and conditions of that third party site.

24. Local Laws and International Use.

Go Figure operates iGo 360 from its servers located in the United States of America and makes no representation that the services, products, materials or uses are appropriate or will be available for use in other locations. You are entirely responsible for compliance with applicable local laws, including but not limited to privacy laws and regulations.

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which You reside. No software or other goods from iGo 360 may be downloaded or otherwise exported or re-exported (i) into any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software or other goods from iGo 360, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

25. Dealings With Third Parties.

Some services available on iGo 360 are provided by third parties, including, but not limited to, payment processing services. Your dealings with any third party services available through iGo 360 are solely between You and such third party. You agree that Go Figure shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

26. No Agency

Nothing in this Agreement shall be construed as creating or evidencing a partnership, joint venture, employee-employer or an agency or any employment relationship between the parties. You acknowledge and agree that You are in all respects an independent party.

27. Miscellaneous.

Any cause of action or claim You may have with respect to iGo 360 must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. No action by Go Figure shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Go Figure may assign its rights and duties under this Agreement to any party at any time without notice to You.

28. Security.

Go Figure takes commercially reasonable and accepted steps to protect personally identifiable information as You transmit it to our site and to protect such information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. You should keep in mind that no internet transmission is ever completely secure or error-free.

How to Contact Us

If You have any questions, comments, requests, or concerns related to this Agreement or the information practices of Go Figure, or if You would like to opt out of future communications, please contact us as follows:
SUPPORT@IGFOGURE.COM

Or by mail to:
Go Figure, Inc.
8524 Highway 6 N, Suite 310
Houston, Texas 77095
United States

EXHIBIT D

GENERAL RELEASE

GENERAL RELEASE

The undersigned and my heirs, administrators, executors, ancestors, and assigns, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby remise, release, and forever discharge OsteoStrong Franchising, Inc. ("**Franchisor**"), a Delaware corporation, with its principal business offices located at 8524 Highway 6 North, # 310, Houston, Texas 77095, and its Affiliates, and their respective owners, officers, directors, employees, and agents (collectively, the "**Franchisor Released Parties**") from any and all claims and defenses, whether at law or in equity, and all contracts, controversies, claims, defenses, and demands whatsoever, at law or in equity, that I ever had, now have, or that my respective heirs, administrators, ancestors, executors, and/or assigns may have against the Franchisor Released Parties including, without limitation, all claims arising out of or related to that certain Franchise Agreement between Franchisor and _____ dated _____, 20___, and the offer and sale of OsteoStrong® franchise opportunity.

I acknowledge that this general release extends to claims which I do not know or suspect to exist in my favor at the time of executing this Release Agreement, which if were known to me may have materially affected my decision to enter into this Release Agreement. I understand that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. I expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

If RELEASOR is domiciled or has his or her principal place of business in the State of California, then RELEASOR hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

For Washington Franchisees Only. The release of Claims in this 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, the parties hereto have executed this Release Agreement as of the date set forth below.

Signature:_____

Name:_____

Date:_____

[This General Release will be modified as necessary for consistency with any state law regulating franchising.]

EXHIBIT E

TABLE OF CONTENTS
OF CONFIDENTIAL OPERATIONS MANUAL

OSTEOSTRONG®

OsteoStrong Manual
Table of Contents

- CONNECT 2
  - Letter From Our Founder 3
  - What is OsteoStrong? 4
  - Mission and Values 5
  - OsteoStrong Story 6-8
- LEARN 9
  - Dr. Jaquish's Story 10
  - All About Bones 11-17
  - All About Muscles 18-21
  - All About Balance 22-23
  - All About Posture 24
  - All About Pain Reduction 25-26
- SPECTRUM 27
  - What Is Spectrum? 27
  - Before You Begin 28
  - Spectrum Biofeedback and Performance Report 29
  - Upper Growth Trigger 30-31
  - Lower Growth Trigger 32-33
  - Core Growth Trigger 34-35
  - Postural Growth Trigger 36-37
- BASELINE MARKERS 38
  - BTracks Balance 39
  - Hand Grip 40
  - Sit To Stand 41
  - Vibe Plate Balance 42
  - Posture 43
  - Session Card 44
  - Pain Point Card 45
- BUILD 47
  - Grand Opening and Kick Off 48
  - iGo Figure Software 49
  - Injury/ Incident Protocol 50
  - Hiring Your Staff 50-55
- GROW 56
  - Local Marketing 57-58

- Automated Marketing 59
- Lead Management 60

- SELL 62
  - Timeline of Sales Process 63-65
  - OsteoStrong Scripts 66-74
- RETAIN 75
  - Why Retention Matters 76
  - Retention Strategies 77-81
- ATTEND 83
  - Grand Opening Event 84-91
- THRIVE 92
  - Field Training 93
  - Expectations of a New Owner 94-96
  - Ongoing Support 94-96
- RESOURCES 97
  - Forms 98-117
  - Research 118
  - Websites 118
- FLIPBOOK 121
  - Performance 123-140
  - Lifestyle 141-158
  - Essential 159-178
  - Price Presentation 179-185

EXHIBIT F

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 OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Osteostrong Franchising Inc

Balance Sheet

As of Jun 30, 2026

	Total
Assets	
Current Assets	$4,730,364.06
Fixed Assets	$28,459.17
Other Assets	$2,228,248.60
Total for Assets	**$6,987,071.83**
Liabilities and Equity	
Liabilities	$6,495,293.14
Equity	$491,778.69
Total for Liabilities and Equity	**$6,987,071.83**

Osteostrong Franchising Inc

Profit and Loss

January-June, 2026

	Total
Income	$4,945,120.22
Cost of Goods Sold	$1,628,716.47
Gross Profit	$3,316,403.75
Expenses	$3,117,713.91
Net Operating Income	$198,689.84
Other Income	$162,948.61
Other Expenses	$736.09
Net Other Income	$162,212.52
Net Income	$360,902.36

OsteoStrong Franchising, Inc.

Financial Statements

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

OsteoStrong Franchising, Inc.

Financial Statements

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

Table of Contents

Independent Auditor's Report…….. 3

Financial Statements

Balance Sheets……..…… 5

Statements of Operations…..……..…… 7

Statements of Changes in Stockholder's Deficit...……..……...…… 8

Statements of Cash Flows…..…….…….....…… 9

Notes to Financial Statements…….…….…… 11

Dallas Office
2425 N Central Expy.
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Richardson, TX 75080
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www.agllp-cpa.com

Independent Auditor's Report

To the Stockholder
OsteoStrong Franchising, Inc.
Brentwood, Tennessee

Report on the Financial Statements

Opinion

We have audited the financial statements of OsteoStrong Franchising, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2025 and 2024 and the related statements of operations, changes in stockholder's deficit, and cash flows for the years ended December 31, 2025, 2024 and 2023 and related notes to the financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

A+G LLP

Dallas, Texas
July 3, 2026

Balance Sheets

As of December 31,	**2025**	2024
Assets		
Current assets:		
Cash and cash equivalents	**$ 129,956**	$ 204,024
Accounts receivable, net	**112,358**	72,176
Unbilled revenue	**356,961**	335,068
Prepaid expenses	**77,619**	49,519
Inventory	**199,400**	431,170
Deferred costs	**364,956**	378,699
Total current assets	**1,241,250**	1,470,656
Due from affiliates	**1,159,142**	1,262,172
Property and equipment, net	**19,229**	28,459
Intangible assets, net	**18,150**	37,221
Deferred costs, net	**972,310**	1,234,416
Deferred tax asset, net	**733,893**	761,534
Total assets	**$ 4,143,974**	**$ 4,794,458**

Balance Sheets (continued)

As of December 31,	**2025**	2024
Liabilities and Stockholder's Deficit		
Current liabilities:		
Accounts payable	**$ 32,635**	$ 78,860
Accrued expenses	**1,394,096**	1,717,863
Income taxes payable	**32,823**	58,665
Deferred revenue	**669,557**	1,001,581
Current portion of long-term debt	**5,346**	5,150
Total current liabilities	**2,134,457**	2,862,119
Long-term liabilities:		
Due to parent	**313,710**	444,855
Deferred revenue, net	**2,429,670**	2,637,585
Long-term debt, net	**84,971**	93,621
Total liabilities	**4,962,808**	6,038,180
Stockholder's deficit		
Common stock, $0.001 par value, 1,000 shares authorized, issued and outstanding	**1**	1
Retained deficit	**(818,835)**	(1,243,723)
Total stockholder's deficit	**(818,834)**	(1,243,722)
Total liabilities and stockholder's deficit	**$ 4,143,974**	$ 4,794,458

Statements of Operations

For the years ended December 31,	**2025**	2024	2023
Revenues:			
Franchise fee revenue	**$ 602,644**	$ 524,230	$ 485,523
Royalty fee revenue	**2,823,375**	2,673,455	2,158,694
Advertising fee revenue	**681,272**	690,078	586,808
Equipment revenue	**2,289,136**	2,770,167	3,857,018
Marketing product revenue	**1,698,296**	1,060,438	526,520
Proprietary digital marketing system revenue	**3,927,800**	2,983,917	611,633
Management fee revenue	**2,190**	7,723	1,642
Other revenue	**566,062**	563,245	466,996
Total revenues	**12,590,775**	11,273,253	8,694,834
Cost of revenues:			
License and royalty fees - equipment	**1,145,649**	1,621,851	733,302
Equipment expense	**1,908,909**	1,304,511	2,881,795
Marketing product costs	**1,270,114**	811,868	427,918
Total costs of revenues	**4,324,672**	3,738,230	4,043,015
Gross profit	**8,266,103**	7,535,023	4,651,819
General and administrative expenses:			
Depreciation and amortization expense	**28,301**	37,216	36,446
Advertising and marketing	**4,120,398**	3,690,521	1,131,040
Commissions	**571,428**	501,866	457,855
Personnel costs	**2,122,421**	1,820,843	1,607,692
Professional fees	**224,046**	348,564	251,761
Other general and administrative expenses	**697,924**	614,685	643,333
Total general and administrative expenses	**7,764,518**	7,013,695	4,128,127
Income from operations	**501,585**	521,328	523,692
Other income (expense):			
Other Income	**1,122**	14,656	3,473
Interest expense	**(17,355)**	(7,582)	(145,332)
Other expense	**-**	(38,000)	-
Total other income (expense)	**(16,233)**	(30,926)	(141,859)
Income before provision (benefit) for income taxes	**485,352**	490,402	381,833
Provision (benefit) for income taxes	**60,464**	(251,522)	74,201
Net income	**$ 424,888**	$ 741,924	$ 307,632

Statements of Changes in Stockholder's Deficit

	Common Stock		Retained	Total Stockholder's
	Shares	Amount	Deficit	Deficit
Balance at December 31, 2022	1,000	$ 1	$ (2,293,279)	$ (2,293,278)
Net income	-	-	307,632	307,632
Balance at December 31, 2023	1,000	$ 1	$ (1,985,647)	$ (1,985,646)
Net income	-	-	741,924	741,924
Balance at December 31, 2024	1,000	$ 1	$ (1,243,723)	$ (1,243,722)
Net income	-	-	424,888	424,888
Balance at December 31, 2025	**1,000**	**$ 1**	**$ (818,835)**	**$ (818,834)**

Statements of Cash Flows

For the years ended December 31,	**2025**	2024	2023
Operating Activities			
Net income	**$ 424,888**	$ 741,924	$ 307,632
Adjustments to reconcile net income to net cash provided (used) by operating activities:			
Depreciation and amortization	**28,301**	37,216	36,446
Provision for credit losses	**70,536**	6,777	80,245
Deferred income taxes	**27,641**	(283,670)	43,920
Changes in operating assets and liabilities:			
Accounts receivable	**(110,718)**	13,116	23,055
Unbilled revenue	**(21,893)**	(300,068)	(35,000)
Prepaid expenses	**(28,100)**	(21,104)	(11,915)
Inventory	**231,770**	(297,234)	833,701
Deferred cost	**353,349**	500,858	514,200
Accounts payable	**(46,225)**	(94,255)	(40,938)
Accrued expenses	**(401,267)**	759,346	(328,150)
Income taxes payable	**(25,842)**	31,938	26,727
Deferred revenue	**(539,939)**	(368,833)	(573,560)
Net cash provided (used) by operating activities	**(37,499)**	726,011	876,363
Investing Activities			
Purchases of property and equipment	**-**	-	(46,150)
Net cash used by investing activities	**-**	-	(46,150)
Financing Activities			
Net advances to parent	**(131,145)**	(55,145)	(289,996)
Net advances from (to) affiliates	**103,030**	(593,674)	(273,867)
Payments on long-term debt	**(8,454)**	(25,930)	(793,240)
Payments on other payable	**-**	-	(19,360)
Net cash used by financing activities	**(36,569)**	(674,749)	(1,376,463)
Net increase (decrease) in cash and cash equivalents	**(74,068)**	51,262	(546,250)
Cash and cash equivalents, beginning of year	**204,024**	152,762	699,012
Cash and cash equivalents, end of year	**$ 129,956**	$ 204,024	$ 152,762

Statements of Cash Flows (continued)

For the years ended December 31,	**2025**	2024	2023
Supplemental Disclosure of Cash Flow Information			
Interest paid	**$ 9,855**	$ 82	$ 138,457
Income taxes paid	**$ 58,665**	$ 210	$ 6,554

1. Organization and Operations

Description of Business

OsteoStrong Franchising, Inc., a Delaware corporation, originally formed as a Texas Limited Liability Company on February 1, 2012, pursuant to a plan of conversion the Company converted to a Delaware corporation effective March 31, 2020. References in these financial statement footnotes to "Company", "we", "us" and "our" refer to the business of OsteoStrong Franchising, Inc.

In December 2016, the sole member of the Company contributed his ownership interest in the Company to the parent company, Blue Ocean International, Inc. ("BOI"), in exchange for the entire membership interest in the parent company. The parent, BOI, was originally formed as a Delaware Limited Liability Company on December 19. 2016, pursuant to a plan of conversion BOI converted to a Delaware corporation effective February 29, 2020.

The Company was formed for the purpose of granting franchises for the establishment and operation of wellness centers that offers customers the use of a machine which promotes bone and muscle health and a vibration plate exercise machine and also offers for sale nutritional supplements under the name "OsteoStrong".

The OsteoStrong trademark and other intellectual property related to the brand are owned by True Wellness, Inc. ("TW"), an affiliate of the Company, and is licensed to the Company under a royalty free perpetual license agreement (the "License"). The license grants the Company the right to use this trademark and the proprietary information related to the OsteoStrong system, such as the know-how and the manuals, for the purpose of licensing them to future franchisees in the United States.

Under an Assignment and License Agreement ("License Agreement") dated October 24, 2016, Performance Health Systems, LLC ("PHS") granted to the Company an exclusive worldwide license to us to use all intellectual property in order to manufacture and sell the proprietary SPECTRUM™ osteogenic loading suite of equipment ("SPECTRUM™ Suite"). The License Agreement remains in effect throughout the life of any of the patents and intellectual property necessary for the manufacture of the SPECTRUM™ Suite and may only be terminated if we fail to pay the royalty fees and other payments due to PHS in connection with the License Agreement. If the License Agreement is terminated earlier as a result of our failure to pay, any equipment sold to franchisees will remain the property of the franchisee.

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

Franchised Outlets

Year	Start of Year	Opened	Closed or Ceased Operations – Other reasons	End of Year
2023	132	13	2	143
2024	143	11	2	152
2025	152	15	2	165

Going Concern

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

2. Significant Accounting Policies

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

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

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

Fair Value of Financial Instruments
Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, unbilled revenue, accounts payable and accrued expenses. The carrying values of cash and cash equivalents, accounts receivable, unbilled revenue, accounts payable and accrued expenses are considered to be representative of their respective fair values due to the short-term nature of these instruments. Based on borrowing rates currently available to the Company for loans with similar terms, the carrying value of long-term debt approximates fair value.

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

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

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

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

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

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

2. Significant Accounting Policies (continued)

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

Inventory
Inventory is composed of multi-purpose actuators, load cells, triggers, and other component items for sale and are stated at lower of cost or market and are expensed in equipment expense using the weighted-average cost method when provided to its customers.

Deferred costs
The Company capitalizes incremental contract costs associated with obtaining franchise contracts which include broker fees, sales commissions and general fees that would not have been incurred had the franchise sale not occurred. These balances are reported as deferred costs on the balance sheets and are amortized over the term of the related franchise agreements. Amortization is included as commission expense in the statements of operations.

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

	Estimated Useful Life
Trailer equipment	5 Years

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

Intangible Assets
Intangible assets are stated at cost less accumulated amortization. Amortization is computed using the straight-line method over the following estimated useful life of the respective asset:

	Estimated Useful Life
Reacquired franchise rights	6 to 10 Years

2. Significant Accounting Policies (continued)

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

Revenue Recognition

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

The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee prior to opening the respective location(s), continuing royalty and other fees on a monthly basis based upon a percentage of franchisees gross sales. A franchise agreement establishes a franchised center developed in one defined geographic area and provides for a 10-year initial term with the option to renew for two addition 5-year terms. Subject to the Company's approval, a franchisee may generally renew the franchise agreement upon its expiration. If approved, a franchisee may transfer a franchise to a new or existing franchisee, at which point a transfer fee is typically paid by the current owner which then terminates that franchise agreement, and a franchise agreement is signed with the new franchisee. In the event a franchise agreement is terminated, any remaining deferred fees are recognized in the period of termination.

Under the terms of our franchise agreements, the Company typically promises to provide franchise rights, pre-opening services such as functional training and ongoing services. These performance obligations are highly interrelated and we do not consider them to be individually distinct, and therefore account for them under Topic ASC 606 as a single performance obligation. Revenue related to franchise fees is recognized evenly over the contractual term of the franchise agreement.

The Company also sells master licenses that grant the licensee the sole rights to develop OsteoStrong Centers and grant individual franchises within a specific geographical area. These agreements transfer franchise rights within a geographical area permitting the opening of a number of franchised outlets. Decisions regarding the number of outlets and their location are primarily made by the master franchisee with approval of the Company. Revenue is recognized when substantially all significant services to be provided to the franchisee/licensee have been performed.

2. Significant Accounting Policies (continued)

Revenue Recognition (continued)

Royalty fee revenue
Royalty revenue is charged to existing franchise owners based on a percentage of a center's gross revenue. This revenue is generally the greater of four to seven percent of gross revenue or $999 to $1,500 per month. The revenue is recognized as earned.

Advertising fee revenue
Advertising fee revenue is charged to existing franchise owners based on a percentage of a center's gross revenue. This revenue is generally greater of one percent of gross revenue or $500 per month. The revenue is recognized as earned.

Equipment revenue and marketing product revenue
Equipment revenue and marketing product revenue are recognized when the products have been shipped. The Company accounts for shipping and handling revenues and costs: (1) as revenues within the caption of equipment revenue, and (2) as expenses within the caption of equipment expense, in the statements of operations.

Proprietary digital marketing system revenue
Proprietary digital marketing system revenue is charged to existing franchise owners at $997 per month and an additional ad spend ranging from $1,000 to $3,000 per month. The revenue is recognized as earned.

Management fee revenue
Management fee revenue consists of revenue from OsteoStrong International, Inc. ("OSI"), the Company's affiliate, to manage the operations of OSI.

Other revenue
Other revenue consists of convention sponsorship fee, technology fee, initial training, center design fee and Spectrum support revenue. The Company receives endorsements from its sponsors for the convention held during the year. The Company recognizes the revenue when the convention is held. Technology fees are currently charged at $250 per month per existing franchise and recognized as earned. The franchisor also requires the franchisee to pay initial training and center design fee upon signing the agreement. The Company will recognize these fees as revenue when substantially all initial services required by the franchise agreement are performed, which is generally upon opening of the franchise. The Company provided technical support to franchisees for Spectrum equipment, and is recognized as earned.

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

2. Significant Accounting Policies (continued)

Income Taxes
The Company is a wholly owned subsidiary of BOI and as such does not file an income tax return separate and apart from its parent, which is taxed as a C-Corporation. Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes. Deferred income taxes are provided for the temporary differences in basis of the Company's assets and liabilities and their reported amounts. The deferred tax assets and liabilities represent the future tax consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred tax assets and liabilities are determined based on the enacted rates that are expected to be in effect when these differences are expected to reverse. Deferred tax expense or benefit is the result of the changes in the deferred tax assets and liabilities. The Company records a valuation allowance to reduce deferred tax assets if it is more likely than not that some portion or all of the deferred tax assets will not be realized. The Company recognizes income tax related interest and penalties in interest expense and general and administrative expenses, respectively.

Recent Accounting Pronouncements
In December 2023, the FASB issued ASU No. 2023-09, "Income Taxes (Topic 740) - Improvements to Income Tax Disclosures". The standard requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions and applies to all entities subject to income taxes. ASU 2023-09 will be effective for annual periods beginning after December 15, 2025. The guidance will be applied on a prospective basis with the option to apply the standard retrospectively. Early adoption is permitted. The Company is currently evaluating the impact of adopting ASU No. 2023-09 on its financial statements.

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

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

Subsequent Events
In accordance with FASB ASC 855, Subsequent Events, the Company has evaluated subsequent event through July 3, 2026, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

3. Certain Significant Risks and Uncertainties

The Company maintains its cash in a bank deposit account which, at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash or cash equivalents. The Company maintains its deposits in one financial institution.

4. Revenues and Related Contract Balances

Disaggregation of Revenue

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

	2025	2024	2023
Point in time:			
Franchise fee revenue	**$ 53,078**	$ 15,513	$ -
Royalty fee revenue	**2,823,375**	2,673,455	2,158,694
Advertising fee revenue	**681,272**	690,078	586,808
Equipment revenue	**2,289,136**	2,770,167	3,857,018
Marketing product revenue	**1,698,296**	1,060,438	526,520
Proprietary digital marketing system revenue	**3,927,800**	2,983,917	611,633
Management fee revenue	**2,190**	7,723	1,642
Other revenue	**566,062**	563,245	466,996
Total point in time	**$ 12,041,209**	$ 10,764,536	$ 8,209,311
Over time:			
Franchise fee revenue	**549,566**	508,717	485,523
Total revenues	**$ 12,590,775**	$ 11,273,253	$ 8,694,834

Contract Assets

Contract assets consist of unbilled revenue. Unbilled revenue consists of initial franchise fees, royalty fee revenue and advertising fee revenue from its franchisees for which a billing has not occurred.

Contract Costs

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

	2025	2024
Deferred costs – beginning of year	**$ 1,613,115**	$ 1,759,973
Expense recognized during the year	**(571,428)**	(501,866)
New deferrals	**295,579**	355,008
Deferred costs – end of year	**$ 1,337,266**	$ 1,613,115

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

2026	$ 364,956
2027	330,310
2028	257,132
2029	116,413
2030	67,492
Thereafter	200,963
Total	$ 1,337,266

4. Revenues and Related Contract Balances (continued)

Contract Liabilities

Contract liabilities consist of deferred revenue resulting from initial franchise fees, renewal fees and transfer fees paid by franchisees, which are recognized on a straight-line basis over the term of the franchise agreements. Contract liabilities also consist of training fee revenue, marketing setup fee revenue, technology setup fee revenue, and conference fee revenue, which are recognized when the services are provided, and equipment and trailer revenue, which is recognized when the equipment and trailers are shipped. The Company classifies these contract liabilities as deferred revenue on the balance sheets. The following table reflects the change in contract liabilities for the years ended:

	2025	2024
Deferred revenue – beginning of year	**$ 3,639,166**	$ 4,007,999
Franchise fee revenue recognized	**(602,644)**	(524,230)
Franchise received from franchise owners	**304,000**	516,500
Other changes in deferred revenue	**(241,295)**	(361,103)
Deferred revenue – end of year	**$ 3,099,227**	$ 3,639,166

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

2026	$ 669,557
2027	560,048
2028	557,341
2029	342,469
2030	186,492
Thereafter	783,320
Total	$ 3,099,227

5. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2025	2024
Accounts receivable	**$ 182,894**	$ 72,176
Less: allowance for credit losses	**(70,536)**	-
Accounts receivable, net	**$ 112,358**	$ 72,176

For the years ended December 31, 2025, 2024 and 2023, credit loss expense related to accounts receivable was $70,536, $6,777, and $80,245, respectively.

The allowance for doubtful accounts activity was as follows:

	2025	2024
Balance at beginning of year	**$ -**	$ -
Provision for credit losses	**70,536**	6,777
Write-offs, net of recoveries	**-**	(6,777)
Balance at end of year	**$ 70,536**	$ -

6. Property and Equipment

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

	2025	2024
Trailer equipment	**$ 46,150**	$ 46,150
Less: accumulated depreciation	**(26,921)**	(17,691)
	$ 19,229	$ 28,459

For the years ended December 31, 2025, 2024 and 2023, depreciation expense was $9,230, $9,230 and $8,461, respectively.

7. Intangible Assets

The principal asset classification of intangible asset, at cost, is as follows at December 31, 2025:

	Cost	Acc. Amort.	Net
Reacquired franchise rights	$ 205,000	$ (186,850)	$ 18,150

The principal asset classification of intangible asset, at cost, is as follows at December 31, 2024:

	Cost	Acc. Amort.	Net
Reacquired franchise rights	$ 205,000	$ (167,779)	$ 37,221

For the years ended December 31, 2025, 2024 and 2023, amortization expense was $19,071, $27,986, and $27,985, respectively.

Future aggregate amortization expense is as follows:

2026	$ 6,600
2027	6,600
2028	4,950
Total	$ 18,150

8. Long-Term Debt

Long-term debt consisted of the following at December 31:

	2025	2024
Long-term debt	**$ 90,317**	$ 98,771
Less: current portion of long-term debt	**(5,346)**	(5,150)
Long-term debt, net	**$ 84,971**	$ 93,621

Future maturities of long-term debt for the years following December 31, 2025 are as follows:

2026	$ 5,346
2027	5,550
2028	5,762
2029	5,982
2030	6,210
Thereafter	61,467
Total	$ 90,317

8. Long-Term Debt (continued)

Note Payable - EIDL

On May 15, 2020, the Company received a loan of $150,000 from the Small Business Administration ("SBA"), pursuant to the Economic Injury Disaster Loan (the "EIDL") under Division A, Title 1 of the CARES Act, which was enacted March 27, 2020. Monthly principal and interest payments are deferred for 30 months from the date of the promissory Note. The EIDL Loan is secured by all tangible and intangibles personal property, matures in May 2050 and bears interest at a rate of 3.5% per annum. The outstanding balance at December 31, 2025 and 2024 was $90,317 and $98,771, respectively.

9. Income Taxes

The provision (benefit) for income taxes consisted of the following for the years ended December 31:

	2025	2024	2023
Current:			
Federal	**$ 16,349**	$ 17,906	$ 16,389
State	**16,474**	14,242	13,892
Total current provision for income taxes	**32,823**	32,148	30,281
Deferred:			
Federal	**57,755**	(283,397)	(18,488)
State	**(30,114)**	(273)	62,408
Total deferred provision (benefit) for income taxes	**27,641**	(283,670)	43,920
Net provision (benefit) for income taxes	**$ 60,464**	$ (251,522)	$ 74,201

The following is a reconciliation of the expected federal income taxes at the statutory rate of 21% to the actual provision for income taxes for the years ended December 31:

	2025	2024	2023
Expected tax provision at statutory rates:	**$ 101,924**	$ 102,985	$ 80,185
State taxes, net of federal effect	**13,014**	11,251	49,302
Permanent differences	**965**	2,121	3,455
Return-to-provision	**15,541**	-	13,892
Utilization of net operating loss	**(65,397)**	(71,624)	(65,557)
Change in valuation allowance	**-**	(281,237)	-
Other, net	**(5,583)**	(15,018)	(7,076)
Net provision (benefit) for income taxes	**$ 60,464**	$ (251,522)	$ 74,201

9. Income Taxes (continued)

The significant components of deferred tax asset consist of the following at December 31:

	2025	2024
Deferred tax assets:		
Intangible assets	**$ 22,328**	$ 10,716
Deferred revenue	**588,108**	578,393
Net operating loss	**215,839**	281,236
Total deferred tax assets	**826,275**	870,345
Deferred tax liabilities:		
Deferred cost	**(87,563)**	(102,080)
Property and equipment	**(4,819)**	(6,731)
Total deferred tax liabilities	**(92,382)**	(108,811)
Deferred tax asset before valuation allowance	**733,893**	761,534
Valuation allowance	**-**	-
Deferred tax asset, net	**$ 733,893**	$ 761,534

At December 31, 2025 and 2024, approximately $1.03 million and $1.34 million of net operating loss carryforwards was available to offset future taxable income, respectively. The Company's management periodically assess the likelihood that it will be able to recover its deferred tax assets. Management considers all available evidence, both positive and negative, including historical levels of income, expectations and risks associated with estimates of future taxable income and ongoing prudent and feasible profits.

As of December 31, 2023, the Company recorded a valuation allowance of $352,860, which was equal to the full amount of the net operating loss deferred tax asset due to the uncertainty of the utilization of this deferred tax asset in future periods. The valuation allowance was released during 2024 due to the expected utilization of the net operating loss carryover.

During the year ended December 31, 2025, the Company utilized approximately $311,000 of its federal net operating loss carryforwards to offset taxable income, resulting in a reduction of current income taxes payable of approximately $65,397.

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

In accordance with FASB ASC 740-10, Income Taxes, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities.

The Company has analyzed tax positions taken for filing with the jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2025 and 2024.

10. Related Party Transactions

Transactions with parent

At December 31, 2025 and 2024, the Company had a balance due to its parent in the amount of $313,710 and $444,855, respectively. For the years ended December 31, 2025, 2024 and 2023, the Company recognized interest expense in the amount of $7,500, $7,500 and $7,500, respectively, related to the amount due to its parent. At December 31, 2025 and 2024, the Company had accrued interest in the amount of $67,736 and $60,236, respectively, related to the balance due to its parent. This accrued interest was included in accrued expenses on the balance sheets.

Transactions with affiliates

The Company periodically advances funds to its affiliate, OsteoStrong International, Inc. ("OSI"), which is wholly owned by the Company's parent. As of December 31, 2025 and 2024, the Company had an amount due from OSI of $1,141,600 and $1,212,646 respectively. During the years ended December 31, 2025, 2024 and 2023, the Company recognized management fee revenue from OSI in the amount of $2,190, $7,723, and $1,642, respectively, to manage the operations of OSI. Had these transactions occurred as unrelated third party transactions, the financial results may have varied significantly.

During the year ended December 31, 2024, the Company sold equipment to its affiliate, OS Franchising, ULC, which is wholly owned by OSI, in the amount of $149,526. As of December 31, 2025 and 2024, the Company had an amount due from its affiliate in the amount of $17,542 and $49,526, respectively.

11. Credit Risk and Customer Concentrations

Credit risk

Receivables consist primarily of amounts due from franchisees. The financial condition of these franchisees is largely dependent upon the underlying business trends of the Company's brands. This concentration of credit risk is mitigated, in part, by the large number of franchisees and the short-term nature of the receivables.

Customer Concentrations

For the years ended December 30, 2025, 2024 and 2023, concentration of accounts receivable were as follow:

For the years ended December 31,	**2025**	2024	2023
Number of franchisees greater than 10%	**4**	3	3
Percentage of accounts receivable	**73%**	58%	62%

12. Commitments and Contingencies

Litigation

Sean Simpson, Charla Simpson, OS New Mexico, LLC, and OS Regional Developers Colorado a/k/a OS Regional Developers Colorado, LLC, Linda Burbank & Ken Burbank, K&L Wellness v. OsteoStrong Franchising, LLC and Kyle Zagrodzky; Case No. 4:19-cv-02334 filed in the United States District Court for the Southern District of Texas Houston Division on June 28, 2019. Following the termination of their regional developer agreement, former franchisees and regional developers Sean Simpson, Charla Simpson, OS New Mexico, LLC, and OS Regional Developers Colorado a/k/a OS Regional Developers Colorado, LLC ("Simpson Parties") filed suit against Franchisor alleging that Franchisor omitted information and made misrepresentations in its Franchise Disclosure Document, breached the parties' regional development agreements, and made false statements regarding them. The Simpson Parties' claims included common-law fraud, fraudulent nondisclosure, fraudulent inducement, negligent misrepresentation, breach of contract, quantum meruit, unjust enrichment, and defamation. Franchisee Plaintiffs are seeking monetary damages, punitive damages, attorneys' fees and costs, and declaratory relief. Franchisor filed its answer and brought counterclaims against the Simpson Parties for breach of contract for failure to pay required fees, abandoning their centers and conduct harming the brand. Franchisor filed a conspiracy claim against the Simpson Parties and others alleging they conspired to spread false and misleading information harmful to the brand in Case No. 4:21-cv-03330; that case was consolidated with the case above, and those claims and additional parties were eventually dismissed without determination of liability. The Simpson Parties joined other franchisees in the *Baird* California lawsuit listed below, which was ultimately transferred to Texas and consolidated with the case above.
On September 25, 2025, the Court granted summary judgment in favor of Franchisor on all claims asserted by the Simpson Parties and on the claims asserted by Baird, Kurihara, and McHenry. Certain claims asserted by K&L Wellness were also dismissed. Certain claims asserted by Franchisor were dismissed. On January 10, 2026, Kurihara and Franchisor settled in exchange for mutual releases, dismissal of all claims between them with prejudice, and a payment of $82,000 by Kurihara to Franchisor. On January 13, 2026, McHenry and Franchisor settled in exchange for mutual releases, dismissal of all claims between them with prejudice, and a payment of $82,000 by McHenry to Franchisor. Franchisor's claims for breach of contract against the Simpson Parties and K&L Wellness, along with K&L Wellness's remaining fraud claim against Franchisor proceeded to a bench trial the week of February 23, 2026. As of the financial reporting date, no judgment has been entered and the matter remains pending.

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

EXHIBIT G

LITIGATION

ITEM 3 – LITIGATION

Pending Action

Sean Simpson, Charla Simpson, OS New Mexico, LLC, and OS Regional Developers Colorado a/k/a OS Regional Developers Colorado, LLC, Linda Burbank & Ken Burbank, K&L Wellness v. OsteoStrong Franchising, LLC and Kyle Zagrodzky; Case No. 4:19-cv-02334 filed in the United States District Court for the Southern District of Texas Houston Division on June 28, 2019. Following the termination of their regional developer agreement, former franchisees and regional developers Sean Simpson, Charla Simpson, OS New Mexico, LLC, and OS Regional Developers Colorado a/k/a OS Regional Developers Colorado, LLC ("Simpson Parties") filed suit against Franchisor alleging that Franchisor omitted information and made misrepresentations in its Franchise Disclosure Document, breached the parties' regional development agreements, and made false statements regarding them. The Simpson Parties' claims included common-law fraud, fraudulent nondisclosure, fraudulent inducement, negligent misrepresentation, breach of contract, quantum meruit, unjust enrichment, and defamation. Franchisee Plaintiffs are seeking monetary damages, punitive damages, attorneys' fees and costs, and declaratory relief. Franchisor filed its answer and brought counterclaims against the Simpson Parties for breach of contract for failure to pay required fees, abandoning their centers and conduct harming the brand. Franchisor filed a conspiracy claim against the Simpson Parties and others alleging they conspired to spread false and misleading information harmful to the brand in Case No. 4:21-cv-03330; that case was consolidated with the case above, and those claims and additional parties were eventually dismissed without determination of liability. The Simpson Parties joined other franchisees in the *Baird* California lawsuit listed below, which was ultimately transferred to Texas and consolidated with the case above.

On September 25, 2025, the Court granted summary judgment in favor of Franchisor on all claims asserted by the Simpson Parties and on the claims asserted by Baird, Kurihara, and McHenry. Certain claims asserted by K&L Wellness were also dismissed. Certain claims asserted by Franchisor were dismissed. On January 10, 2026, Kurihara and Franchisor settled in exchange for mutual releases, dismissal of all claims between them with prejudice, and a payment of $82,000 by Kurihara to Franchisor. On January 13, 2026, McHenry and Franchisor settled in exchange for mutual releases, dismissal of all claims between them with prejudice, and a payment of $82,000 by McHenry to Franchisor. Franchisor's claims for breach of contract against the Simpson Parties and K&L Wellness, along with K&L Wellness's remaining fraud claim against Franchisor proceeded to a bench trial the week of February 23, 2026. As of the date of this FDD, no judgment has been entered and the matter remains pending.

Past Actions

The Commissioner of Financial Protection and Innovation v. OsteoStrong Franchising, Inc. aka OsteoStrong Franchising, LLC; (Consent Order entered into with California's Commissioner of Financial Protection and Innovation ("Commissioner") on July 11, 2025). The Consent Order resulted from the Commissioner's findings that, from August 2014 to November 2018, Franchisor should have registered its Franchise Broker Agreements and thereafter disclosed information related to the three Franchise Broker Agreements Franchisor sold in California, and that these acts violated provisions of the California Franchise Investment Law ("CFIL"). OsteoStrong agreed to an injunction barring it from breaching any provision of the CFIL in the future, to pay $10,500 in administrative penalties, and agreed to refund any funds received from the affected investors. OsteoStrong also agreed to remedial measures including education requirements for its franchise sales personnel and the retention of an independent compliance monitor when it resumes franchise sales in California.

Derek Albrecht and JDG-OS Enterprises, LLC v. OsteoStrong Franchising, LLC, et al; Case No. 5:20-cv-00826, originally filed by Plaintiffs in the Superior Court of Riverside County, California on January 23, 2020, and removed by Franchisor to the United States District Court for the Central District of California Eastern Division on April 17, 2020. Plaintiffs are a former franchise broker and a franchisee who filed suit against Franchisor alleging that Franchisor made certain misrepresentation concerning support services and

exclusivity, omitted certain information in Franchisor's Franchise Disclosure Document and wrongfully terminated the franchise broker agreement. Plaintiff's claims include breach of contract, fraudulent misrepresentation, concealment, intentional interference with prospective economic advantage, and violation of California Franchise Relations Act. Plaintiffs sought monetary damages, punitive damages, attorneys' fees and costs, and declaratory relief. On April 11, 2022, the parties settled this case in exchange for mutual releases and a payment of $67,500 by the insurance carrier to plaintiffs. On May 4, 2022, the case was dismissed with prejudice.

OsteoStrong Franchising, LLC, OsteoStrong International, Inc., Kyle Zagrodzky, and James Youngblood v. Gary Andrew Rhodes, Nichola Taylor, OsteoFit AG, Ronald Berger, and Charles Berger; Case No. 4:20-cv-00465, filed in the United States District Court for the Southern District of Texas Houston Division on February 11, 2020, No. 22-20069 in the Fifth Circuit Court of Appeals. Defendant Rhodes is a former international franchise developer. Franchisor brought suit against Gary Rhodes ("Rhodes") for trademark infringement and dilution in violation of the Lanham Act, common law unfair competition, trademark infringement in violation of the Texas Anti-Dilution Statute, common law trademark dilution, cyberpiracy in violation of the Lanham Act, breach of contract, and application for injunctive relief. The Court entered a temporary injunction against Rhodes on May 22, 2020. Rhodes filed his answer and counterclaims on April 3, 2020, alleging that Franchisor wrongfully terminated the franchise development agreement and interfered with Rhodes' existing and potential franchise deals. Rhodes' claims included a request for declaratory judgment that the termination was improper and ineffective, breach of contract, tortious interference with existing and prospective business relationships, and seeks monetary damages, punitive damages, attorneys' fees, declaratory relief, and costs. In August 2020, Rhodes filed an amended answer and counterclaims alleging tortious interference against Mr. James Youngblood and tortious interference and negligent misrepresentation against Mr. Kyle Zagrodzky. Franchisor, Rhodes, Nichola Taylor, Kyle Zagrodzky and James Youngblood settled their claims on January 5, 2021 in exchange for mutual releases, a permanent injunction against Rhodes, and a payment of $125,000 by Franchisor's insurance carrier. On February 3, 2021, the Court entered a stipulated dismissal of the settled claims and a permanent injunction against Rhodes, under which Rhodes agreed and was ordered not to disseminate false information, disparage the Franchisor, or tortiously interfere with Franchisor's business relationships. On October 21, 2020, the Court ruled Rhodes in contempt of court for violating the injunction. The Court held Rhodes in contempt a second time on July 2, 2021, and a third time on October 15, 2021.

In addition, as a result of Rhodes' conduct, OsteoStrong International, Inc. ("OSI") terminated a buyback agreement under which OSI had agreed to purchase back certain international licensing rights from OsteoFit AG ("OsteoFit"), where Rhodes is a shareholder of OsteoFit, for breach based on Rhodes' conduct. OSI then filed claims for breach of contract of under the buyback agreement against OsteoFit and against Ronald and Charles Berger (the "Bergers") as guarantors under the buyback agreement. OsteoFit filed counterclaims seeking a declaratory judgement that OSI's termination was improper and therefore breached the contract, and damages, attorneys' fees and costs from OSI, and from Franchisor and Kyle Zagrodzky as guarantors. OSI and OsteoFit each filed motions for summary judgment. On November 12, 2021, the Court denied OSI's motion and granted Osteo Fit's motion. The ruling was appealed to the U.S. Fifth Circuit Court of Appeals. The parties subsequently resolved the dispute with OSI buying back the Master license.

Mark and Karen Partlow and Bio Strength 1 v. OsteoStrong Franchising, LLC, Many Butera, and Kyle Zagrodzky; Case No. 2020-60541 filed in the District Court of Harris County, Texas on September 25, 2020. Plaintiffs are former franchisees and regional developers of Franchisor who filed suit alleging that Franchisor made misrepresentations during the sales process and in its past franchise disclosure document in order to induce Plaintiffs to enter into their franchise and regional developer agreements with Franchisor. Plaintiffs' claims include common law fraud, fraud by nondisclosure, fraudulent inducement, negligent misrepresentation, violation of the Texas Deceptive Trade Practices Act, and violation of the Texas Business Opportunities Act. Plaintiffs sought general, special, punitive, and exemplary damages,

declaratory judgement to void the franchise and regional development agreements, rescission and restitution, pre and post judgement interest, attorneys' fees, and court costs. The parties have settled this dispute in exchange for mutual releases, and a payment of $150,000 by Franchisor's insurance carrier. The case was dismissed with prejudice on May 27, 2022.

John Baird, K&L Wellness, LLC, Bret Kurihara, OS New Mexico, LLC, BNS RD, LLC, Sean Simpson, Charla Simpson, and Mary Jo Mchenry v. OsteoStrong Franchising, LLC, Kyle Zagrodzky, and John Jaquish; Case No. 2:20-at-00986 filed in the United States District Court for the Eastern District of California on October 7, 2020. Plaintiffs are former franchisees and regional developers who filed suit against the defendants alleging that: (i) Franchisor omitted certain information and made false representations in Franchisor's past franchise disclosure document, (ii) Franchisor created an impossibility for plaintiffs to perform under their franchise agreements because of the liability, Plaintiffs allege, that Franchisor's marketing of the Center equipment created, including under the Food, Drug, and Cosmetic Act and Food and Drug Administration regulations, by requiring that Plaintiffs use the marketing materials Franchisor prepared. Plaintiffs' claims include common law fraudulent misrepresentation, fraudulent inducement, and negligent misrepresentation, unjust enrichment, violations of the California Business Professions Code and California Corporations Code, statutory false advertisement and marketing claims under the United States Code. Plaintiffs are asking court for a declaratory judgement requesting to void the franchise agreements, injunctive relief, actual, economic, exemplary and mental anguish damages, rescission, attorneys' fees, costs, and pre and post judgment interest. Plaintiffs also sought a preliminary injunction, which the Court denied on May 4, 2021. On March 8, 2022, the Court granted Franchisor's motion to transfer this case to Houston, cause no. 4-22-CV-0843 in the Southern District of Texas, which was consolidated with the Simpson case above.

EXHIBIT H

LIST OF CURRENT AND FORMER FRANCHISEES

LIST OF CURRENT FRANCHISEES
WITH CENTERS OPEN
As of December 31, 2025

ID No.	Franchisee	Street Address	City	ST	Zip	Phone
00223	Laird OS LLC Matt Laird* and Ashley Laird*	4851 Cahaba River, Suite 121	Birmingham	AL	35243	(205) 203-8755
00038	Josh Fandrich*	333 Greeno Road South, Unit 2B	Fairhope	AL	36532	(251) 210-6955
00154	OS Midtown Mobile LLC Josh Fandrich*	Old Shell Road, Suite D	Mobile	AL	36607	(931) 308-6015
00163	19 Ventures LLC Melissa McCraw and Jarrett McCraw	2370 Hillcrest Road, Suite P	Mobile	AL	36695	(251) 586-8116
00270	OSALOC, LLC Glen Davenport*	5000 Whitesburg Road SE, Unit 124	Huntsville	AL	35802	(256) 631-4822
00209	Josh Fandrich*	3864 S. McKenzie Street	Foley	AL	36535	(251) 210-6955
00237	Laird OS LLC Matt Laird* and Ashley Laird*	5884 Elsie Road	Hoover	AL	35244	(205) 593-4214
00249	Jacob and Amy Malouf	9430 Birch Road	Anchorage	AK	99507	(907) 360-4275
00242	Matt Kosanke	17819 Chenal Parkway, Suite C-128	Little Rock	AR	72223	(501) 515-4250
00130	Carrie Bell and Joe Bell	9903 E Baseline Road, Suite 101	Mesa	AZ	85209	(480) 900-7892
00217	1G Squared, LLC Jayson Brightwell and Alessandro Rugge	3301 E. Indian School Road	Phoenix	AZ	85018	(480) 428-1011
00105	Noel Robinson	2370 West State Route 89A, Suite 4	Sedona	AZ	86336	(928) 230-2383
00191	Jayson Brightwell	8120 N. Hayden Road	Scottsdale	AZ	85258	(480) 378-6448
00172	Jason Kramer, Zac Inzer, and Michael Yandre	8738 South Emerald Drive, Suite 102	Tempe	AZ	85284	(480) 536-9090
00136	Shivinder Deol and Vikram Deol	4000 Stockdale Highway, Suite C	Bakersfield	CA	93309	(661) 306-7836
00177	BiohackME, Inc. Marcos and Elizabeth Nunez	750 N. Brea Blvd., #B	Brea	CA	92821	(657) 246-4225
00124	Ryan Hummel and Scott Stevens*	6949 El Camino Real, Suite 103	Carlsbad	CA	92009	(760) 607-6968
00112	Roger Pelphrey*	3442 Camino Tassajara	Danville	CA	94506	(925) 967-2809
00189	Healthy Frame, LLC Rebecca Rieker	17255 Ventura Blvd., Suite B	Encino	CA	91423	(818) 293-8081
00122	Ryan Hummel and Scott Stevens	442 Girard Avenue	La Jolla	CA	92037	(619) 346-4636

ID No.	Franchisee	Street Address	City	ST	Zip	Phone
00021	Wassem Alkhaldi*	23628 El Toro Road, Suite A	Lake Forest	CA	92630	(949) 916-0916
00059	Sarah Glicken*	12712 Washington Blvd.	Los Angeles	CA	90066	(424) 331-1404
00109	Natasha Galkina*	786-B Blossom Hill Road	Los Gatos	CA	95032	(408) 596-9504
00156	Nelson Huang and Ian Yiping Lang	2380 Queensberry Road	Pasadena	CA	91104	(626) 888-2265
00167	Upgraded, LLC Eddie Patterson and Angela Patterson*	1570 W Olive Avenue	Porterville	CA	93257	(559) 782-1570
00116	Aaron and Vanessa Provencal	3039 Kilgore Road, Suite 160	Rancho Cardova	CA	95670	(916) 898-2142
00185	Osteo Innovation Corp. Yazan Khoury	1015 E Alessandro Blvd., Suite 120	Riverside	CA	92508	(951) 902-5210
00188	Ken Roberts	550 Deep Valley Drive, #355	Rolling Hills Estates	CA	90274	(310) 809-2450
00132	Daron O'Donnell and Evelyn O'Donnell	1250 The Alameda	San Jose	CA	95126	(408) 421-3975
00024	Jim Parsons and Yvonne Parsons*	2277 Las Positas Road	Santa Barbara	CA	93105	(805) 453-6086
00155	Bone Hackers LLC Ricardo Ayala	630 Mission Street, Suite A	South Pasadena	CA	91030	(626) 360-2272
00166	Steven Glass and Abigail Glass*	12457 Ventura Blvd., Suite 101	Studio City	CA	91604	(818) 505-3877
00131	Judy Lane and Debbie Wilzbach	18700 Ventura Blvd., Suite 150	Tarzana	CA	91356	(818) 806-0224
00192	Sarah Glicken and Yvonne Parsons	20056 Hawthorne Blvd.	Torrence	CA	90503	(424) 404-9050
00129	Jim Francis and Kristin Francis	535 E. Main Street, Suite 105	Tustin	CA	92780	(657) 467-3307
00168 00169 00116	Jim Parsons and Yvonne Parsons*	5410 W. Cypress	Visalia	CA	93277	(559) 782-1570
00033	Isabel / Arturo Garcia	988 Palo Verde Avenue	Long Beach	CA	90815	(562) 756-0564
00190	Susan and Wayne Boyer	81204 Camino Lampazos	Indio	CA	92203	(707) 953-5889
00107	Ryan Danyew	5420 Arapahoe Avenue, Unit B	Boulder	CO	80303	(303) 569-8422
00093	Greg Preston and Neil Preston*	7300 E. Arapahoe Road, Suite 200	Centennial	CO	80112	(303) 835-7000
00118	James Hilliard*	5962 Stetson Hills Blvd.	Colorado Springs	CO	80923	(719) 422-9760
00053	Greg Preston and Neil Preston*	459 S Vance Street	Denver	CO	80226	(303) 835-7000
00183	Jori Hayes and Lindsey Oliver	Lowry Town Center 200 Quebec, Building 800, Unit 113	Denver	CO	80230	(720) 446-8292
00148	Doug Aden	3506 W 10th Street	Greeley	CO	80634	(970) 301-4959

ID No.	Franchisee	Street Address	City	ST	Zip	Phone
00092	Greg Preston and Neil Preston*	4056 E 9th Avenue	Denver	CO	80220	(303) 835-7000
00081	Alex Domond and Olivier Domond	10 Milbank Avenue	Greenwich	CT	06830	(203) 900-1661
00214	DLJK LLC Dawn Holey	2775 NE 187th Street, Suite #2	Aventura	FL	33180	(954) 294-2096
00199	Berton Brown	7050 W. Palmetto Park Road, #48	Boca Raton	FL	33433	(561) 210-3210
00171	Adam Mottesheard, Jose Limardo, and Marisol Limardo	1824 Ponce de Leon Blvd.	Coral Gables	FL	33134	(305) 250-2452
00220	Dawn Holey	1422 SE 17th Street	Fort Lauderdale	FL	33316	(954) 372-3500
00175	NV-1 LLC Alex Guerrero and Chris Capozzoli	1533 N Federal Hwy.	Fort Lauderdale	FL	33304	(954) 514-9998
00096	Gregory Robrahn	14261 S Tamiami Trail	Fort Myers	FL	33912	(239) 989-8010
00159	Shauna Osborne*	880 Gulf Breeze Pkwy.	Gulf Breeze	FL	32561	(850) 480-7333
00068	Edward Zausch*	1109 International Parkway, Suite 1631	Lake Mary	FL	32746	(407) 586-7836
00086	Brian McMahon, Amy McMahon, and Mackenzie McMahon	2343 Vanderbilt Beach Road, Suite 618	Naples	FL	34109	(239) 350-4550
00240	Health Meets Wealth Ventures LLC Berton Brown	12496 Avilas Circle	Palm Beach Gardens	FL	33418	(561) 598-9338
00160	Shauna Osborne*	1151 Office Woods Drive, Suite D	Pensacola	FL	32504	(850) 480-7119
00051	Marc Cannon and Clayton Cannon	1702 Ringling Blvd.	Sarasota	FL	34236	(941) 210-3832
00042	Mark Brady	6800 Gulfport Blvd., Suite 211	South Pasadena	FL	33707	(727) 317-2600
00238	NV-1 LLC Alex Guerrero and Chris Capozzoli	301 Ponce de Leon Avenue	Venice	FL	34285	(954) 514-9998
00236	Laura Koziarski	5513 1st Square	Vero Beach	FL	32968	(269) 274-0177
00046	William Atterbury	5625 Seven Mile Drive, Suite 105	Wildwood	FL	34785	(352) 218-8800
00219	Bodies-2-Go Fitness LLC Cheree Burgess and Michael Taylor	1135 East State Road 434, Suite 1003	Winter Springs	FL	32708	(321) 370-2047
00254	Brandon Perle and Robert Hanwee	1956 NE 5th Avenue, Suite 1	Boca Raton	FL	33431	(843) 743-4609
00255	Kas Ghayal	2255 N Wickham Road	Melbourne	FL	32935	(321) 271-7250

ID No.	Franchisee	Street Address	City	ST	Zip	Phone
00292	David and Sonia Fox	5206 SW 91st Terrace Suite A	Gainesville	FL	32608	(352) 448-5206
00193	Paola Franco and Steve Barringer	4300 Paces Ferry Road SE, Suite 4004	Atlanta	GA	30339	(770) 750-4189
00215	Jeff Hehn and Jolee Hehn	6700 Kalaniana'ole Hwy., Suite 122	Honolulu	HI	96825	(808) 838-9470
00117	Jill Wild	2475 Apple Street, Suite 103	Boise	ID	83706	(208) 331-4072
00012	Lyndon Sumlin and Vicky Sumlin*	195 W. Golf Road	Schaumburg	IL	60195	(224) 208-8616
00103	Lyndon Sumlin and Marc Malizia*	126 Skokie Blvd.	Wilmette	IL	60091	(224) 408-2383
00286	Joel Brovont	938 Mezzanine Dr. Suite A	Indianapolis	IN	47905	(765) 201-0265
00268	Jesse and Kelly Riley	3337 E State Rd 32	Westfield	IN	46074	(317) 804-2195
00126	Scott Sullivan*	9761 University Avenue	Clive	IA	50325	(515) 630-0481
00144	Keith Ranchou*	5001 Sergeant Road, Suite 265	Sioux City	IA	51106	(712) 522-5675
00135	Rachelle Worrall	4621 W 90th Street	Prairie Village	KS	66207	(913) 999-4888
00157	Shawn Martin, Angie Martin, Andrew Raines, and Natalie Raines	291 N. Hubbard's Lane, Suite 125	Louisville	KY	40207	(502) 709-9927
00221	Shanahan GB LLC Ellen Shanahan	P.O. Box 736	S. Egremont	MA	01258	(413) 447-5323
00259	Kathleen O'Neil-Smith	560 Harrison Avenue, Suite 302	Boston	MA	02118	(617) 413-5336
00206	Beverly Rytting and Matt Rytting	3428 Denmark Avenue	Eagan	MN	55123	(651) 364-7444
00149	Strong Bones, LLC Julie Eischens and Jerome Eischens	8345 Crystal View Road #100	Eden Prairie	MN	55344	(651) 583-5001
00269 (Fmr: 00201)	Matt Rytting and Julie Eischens	6545 France Avenue S, Suite #105 Southdale Medical Center	Edina	MN	55345	(952) 260-5202
00265	Matt Rytting and Julie Eischens	755 Bielenberg Drive, Suite #105	Woodbury	MN	55125	(651) 564-8838
00022	William McKee	1149 Old Fannin Road, Suite 22	Brandon	MS	39047	(662) 645-1869
00075	Jaime Zografos*	110 Holloway Road	Ballwin	MO	63011	(636) 697-3902
00145	FareWellness, LLC Carrie Harrison	1077 S. Woods Mill Road	Chesterfield	MO	63017	(636) 220-8080
00186	Melissa Reiner and Matt Reiner	703 Long Road Crossing Drive, Suite 9	Chesterfield	MO	63005	(314) 300-6655

ID No.	Franchisee	Street Address	City	ST	Zip	Phone
00076	OsteoHealth STL 1, LLC Jason Hicks*	8201 Maryland Avenue	Clayton	MO	63105	(314) 541-5661
00143	Jackson Wesley	12900 S Winding River Road	Columbia	MO	65201	(573) 554-5881
00041	Johnny and Laura Harper*	12333 Olive Blvd.	Creve Coeur	MO	63411	(314) 300-6902
00050	Mike Baue and Christina Baue*	44 Crossroads Plaza	O'Fallon	MO	63366	(636) 238-8696
00113	Johnny Harper and Laura Harper	4282 Telegraph Road	St. Louis	MO	63129	(314) 300-9851
00080	Jaime Zografos	10212 Watson Road	St. Louis	MO	63127	(314) 501-2002
00204	Mike Baue and Christina Baue*	4101 Mexico Road, Suite A	St. Peters	MO	63376	(636) 685-0144
00226	Rachel Ames	1502 Dearborn Avenue, Suite B	Missoula	MT	59801	(330) 881-3606
00253	David and Jennifer Jahn	2563 South 171st Court	Omaha	NE	68130	(402) 871-0596
00276	BZB Solutions, LLC Zach Bauman and Ben Zitek	2563 S 171ST CT, SUITE 2563	Omaha	NE	68130	(531) 389-9156
00023	Patrick Thomas, Carolyn Thomas, John Wetzel, Michael Possett, Natalie Nicholas, and Steven Mays	5752 S. Fort Apache, Suite 145	Las Vegas	NV	89148	(702) 992-0574
00207	Natalie Nicholas and Steven Mays	6775 Sierra Center Pkwy., #300	Reno	NV	89511	(775) 453-1939
00235	Jong Shin	951 Haddonfield Road, Suite 3B	Cherry Hill	NJ	08002	(856) 759-1000
00187	LF Form LLC Dr. Christine Hourihan and Nelson Lee	67A East Ridgewood Avenue	Paramus	NJ	07652	(201) 483-7277
00198	David Klayman and Thomas Kletecka	244 Livingston Street, Suite E	Passaic	NJ	07647	(201) 905-1123
00074	Daryl Davis, Nancy Niedermeyer, and Mansi Vera	121 Central Avenue	Westfield	NJ	07090	(908) 228-3944
00142	Chris Capozzoli	209-35 Northern Blvd., 2nd Floor, Suite 209	Bayside	NY	11361	(718) 577-8933
00090	Shawn Hauver	30 E. 60th Street, 23rd Floor	New York	NY	10022	(917) 451-3183
00089	Allan Grossman, Brien McMahon, Wesley Peixoto, and Zeena Patel	245 W. 72nd Street	New York	NY	10023	(917) 451-3184

ID No.	Franchisee	Street Address	City	ST	Zip	Phone
00106	Vincent Koo	22 E 21st Street, 4th floor	New York	NY	10010	(212) 796-7887
00111	Eric Semelka	600 Old Country Road, Suite 1NW	Garden City	NY	11530	(516) 243-9256
00128	Tracy Cleary	128 N Long Beach Road, #2	Rockville Centre	NY	11570	(516) 203-7442
00202	Ruben Rafaelov and Julie Shalom	1500 Old Northern Blvd., Second Floor	Roslyn	NY	11576	(516) 682-2458
00266	Emily Zanto	115 Weaverville Road, Suite 115	Woodfin	NC	28804	(828) 676-7873
00006	Jack McAuliffe*	2130 N. New Garden Road	Greensboro	NC	27410	(336) 763-2400
00049	Kindal McAuliffe and Jack McAuliffe	958 U.S. Hwy 70 SW	Hickory	NC	28602	(828) 270-0918
00281	Osteo Mooresville LLC Jeff and Lisa Cernuto	132 Joe Knox Avenue, Suite 111	Mooresville	NC	28117	(704) 970-0099
00248	Kathy Virtue	160 Turnberry Way, Suite B	Pinehurst	NC	28374	(910) 692-6000
00063	Alex Kumbar, Kathryn Kumbar, Otto Kumbar, and Susan Whitehouse	6131 Falls of Neuse, Suite 104	Raleigh	NC	27609	(919) 726-4130
00246	Candace Vivian	814 College Road, Suite D	Wilmington	NC	28403	(910) 760-1997
00140	Jon Kite and Amanda McNeil	150 Charlois Blvd., Suite 200	Winston-Salem	NC	27103	(336) 416-5953
00231	Clifford Lafreniere and Heather Walsh	1375 S Columbia Road, Suite D	Grand Forks	ND	58201	(701) 390-1275
00044	Jerrold Ware and Lyndon Sumlin	11033 Reed Hartman Hwy.	Blue Ash	OH	45242	(513) 278-7724
00174	Lisa Benn	1100 W. Royalton Road, Suite CC	Broadview Heights	OH	44147	(216) 350-3373
00222	DBA WJ Heaven & Associates LLC Bill and Jane Heaven	6579 Ironwood Blvd., Unit 4	Canfield	OH	44406	(330) 770-7697
00018	Van Brower and Stacie Brower*	520 Fifth Avenue, Suite 4	Chardon	OH	44024	(440) 286-1488
00048	Van Brower and Stacie Brower*	8582 E Washington Street	Chagrin Falls	OH	44023	(440) 591-5060
00243	Brian and Karen Docherty	15308 Pearl Road	Strongsville	OH	44136	(440) 212-2932
00029	Mario Giganti and Mike Testa	1840 Town Park Blvd., Unit J	Uniontown	OH	44685	(330) 563-4396
00036	Matthew and Victoria Fafrak	5900 SOM Center Road, Unit No. 18	Willoughby	OH	44094	(440) 516-1119
00247	Kenneth Martin and Mary Martin	13300 N. MacArthur Blvd.	Oklahoma City	OK	73142	(405) 917-8424

ID No.	Franchisee	Street Address	City	ST	Zip	Phone
00153	Marcy Smith and Sue Welch	5840 S Lewis Avenue	Tulsa	OK	74105	(918) 528-3828
00052	Anne Marie and Layne Amos	1543 NE 3rd Street	Bend	OR	97701	(541) 241-7067
00110	Delton Holcombe and Elise Holcombe	11211 South East 82nd Avenue, Suite K	Happy Valley	OR	97086	(503) 575-9845
00097	Lorraine Jespersen*	1462 I Street	Springfield	OR	97477	(541) 780-1001
00258	David and Kristy Brown	2000 Village Run Road, Suite 207	Wexford	PA	15090	(724) 900-8217
00047	Lyndon Sumlin, Vicky Sumlin, Jason Stewart, and Erin Stewart	2101 Greentree Road, Suite B-108	Pittsburgh	PA	15220	(412) 207-8796
00087	Pamela Wolff	6125 Spirit Street	Pittsburgh	PA	15206	(412) 365-5667
00257	Ryan and Jennifer Brown	100 W. Ridge Pike, Suite 201	Limerick	PA	19468	(855) 678-3663
00275	Perry and Jaqueline Bonomo	8210 Pinellas Drive, Suite D	Bluffton	SC	29910	(201) 264-4761
00040	Acqora Holdings, LLC Cory Jobgen	1600 Mt. View Road, Suite 108	Rapid City	SD	57702	(605) 390-3691
00137	Dakota Strong, LLC Laura Achembeau*, Shawn Williams, Ryan Bear, Rebecca Bear, and Chase Bolte	5031 South Louise Avenue	Sioux Falls	SD	57108	(605) 988-8596
00139	Kathy Voss	3620 S Southeastern Avenue	Sioux Falls	SD	57103	(605) 789-6335
00027	Omar and Tara Harmada	214 Ward Circle	Brentwood	TN	37027	(615) 678-5566
00043	Lisa Hall	11110 Kingston Pike, Suite 125	Farragut	TN	37934	(423) 839-6600
00020	Diane Mulloy*	6000 Highway 100, Suite 128	Nashville	TN	37205	(615) 651-8953
00028	Diane Mulloy*	2134 Bandywood Drive	Nashville	TN	37215	(615) 922-2656 (615) 714-7794
00241	Ron Davis	4718 South 14th Street	Abilene	TX	79605	(325) 669-3562
00071	Deepak Suthar*	13749 Research Blvd Suite 1050, Austin, TX 78750	Austin	TX	78732	(512) 588-1741
00045	Deb McFarland	3730 N. Josey Lane, Suite 100	Carrollton	TX	75007	(469) 301-6050
00173	Cindy Gaston and Rachelle Limosnero	707 Glade Road	Colleyville	TX	76034	(817) 751-7588
00197	Carmen Mize and Krishna Cheeti	12835 Preston Road, Suite 227	Dallas	TX	75230	(214) 550-2111
00108	Krishna Cheeti*	9112 Lebanon Road, Suite B	Frisco	TX	75034	(469) 777-4569

ID No.	Franchisee	Street Address	City	ST	Zip	Phone
00072	Deepak Suthar*	900 N. Austin Avenue, Suite 301	Georgetown	TX	78626	(512) 559-3736
00179 00180	James Knotts	8404 Katy Freeway, Suite 400	Houston	TX	77024	(281) 849-8811
00291	APEXHHPLO LLC d/b/a Gladden Longevity LLLP Jeffrey Gladden	200 O'Connor Ridge Blvd., Suite 100	Irving	TX	75038	(972) 983-8540
00225	Ed Allam and Ellen Allam	5531 Virginia Parkway, Suite 300	McKinney	TX	75071	(469) 625-2900
00002	Jimmy Youngblood	1876 FM 359	Richmond	TX	77406	(281) 762-0944
00205	Kyrith Carrender and Todd Carrender	923 N. Loop 1604 E., Suite 108	San Antonio	TX	78232	(210) 245-6929
00229	Joan Cutchen and Ryan Cutchen	4849 FM 1488, Suite 1800	The Woodlands	TX	77354	(281) 241-6882
00234	St. George Spinal, LLC Joseph Olsen, Stacie Olsen, Heather Olsen, and Christopher Olsen	1275 E. Fort Union Blvd.	Midvale	UT	84047	(385) 566-1731
00233	OS St. George LLC Tracy Williams and Philip Gutierrez	421 E. 170 N. Street	St. George	UT	84790	(323) 791-2533 (832) 725-8803
00194	St. George Spinal, LLC Joseph Olsen, Stacie Olsen, Heather Olsen, and Christopher Olsen	1013 West 2700 South, Suite 2	Syracuse	UT	84075	(801) 895-2143
00058	Brent Jordan and Cynthia Hennessy*	7803 S.E. 27th Street	Mercer Island	WA	98040	(206) 519-9796
00070	Lorie Stephenson	2925 E 29th Avenue, Suite A	Spokane	WA	99223	(509) 241-8100
00061	Matt and Brittany Tait*	1250 N. Wenatchee Avenue, Suite F	Wenatchee	WA	98801	(509) 293-7451
00256	Ben and Danielle Rolfs*	W307N1497 Golf Road, Suite 103	Delafield	WI	53018	(262) 649-1964
00280	Vital Force Wellness LLC* Ben Rolfs and Mike Schmidt	2515 Gaston Road, Suite A	Cottage Grove	WI	53527	(608) 709-7620

*Multi-Unit Franchisee

LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT BUT OUTLET NOT OPEN

As of December 31, 2025

ID No.	State	Franchisee	Street Address	Phone	No. of Franchise Agreements Executed
00271	AL	OSALOC, LLC Glen Davenport*	1403 Pass A Grille Way St. Pete Beach, FL 33706	(407) 217-2350	1
00218	AZ	1G Squared, LLC Jayson Brightwell and Ale Rugge	5417 E Vernon Avenue Phoenix, AZ 85008	(602) 418-2231	1
00200	CA	Extreme Healthy Lifestyle, LLC Roger Pelphrey	3358 Monaghan Street Dublin, CA 94568	(510) 209-8946	1
00060 00085	CA	Sarah Glicken*	12441 Mitchell Avenue Los Angeles, CA 90066	(424) 331-1404	2
00210	CA	Osteo Health LLC Natasha Galkina	6439 McAbee Road Palo Alto, CA 95120	(415) 596-9509	1
00123	CA	SD Strong LLC Ryan Hummel and Scott Stevens*	1804 Garnet Avenue, #200 San Diego, CA 92109	(208) 721-2025	1
00195	CA	American Limitless Life, LLC Edris Baboli	60 Cipresso Irvine, CA 92618	(424) 362-4469	1
00176	CA	Sizzling Vitality, LLC Debbie Wilzbach and Judy Lane	1116 El Escorpion Road Woodland Hills, CA 91367	(818) 321-4156	1
00170	CA	Bone Good Corporation Steven and Abigail Glass	5947 Jumilla Avenue Woodland Hills, CA 91367	(818) 903-9113	1
00211	CO	Helping Others LLC Carl and Christine Battista and Travis and Breea Dunn	13834 East Bellewood Drive Aurora, CO 80015	(303) 500-2414	1
00133	CO	James Hilliard*	5962 Stetson Hills Blvd. Colorado Springs, CO 80923	(719) 422-9760	1
00182 00184	CO	Psalms 465 LLC Jori Hayes and Lindsey Oliver*	750 S. Harrison Street Denver, CO 80209	(720) 810-7382	2
00094 00095	CO	Greg Preston and Neil Preston*	4916 Knox Court Denver, CO 80221	(859) 628-1415	2
00067 00069	FL	Edward Zausch*	1109 International Parkway, Suite 1631	(407) 586-7836	2
00035	FL	Bakers Bay LTD Mark Brady and Deborah Zeman	860 Bay Point Drive Madeira Beach, FL 33708	(949) 940-5686	1
00162	FL	Kul Cryo Active Recovery Center, LLC Tony Robbins and Vinod Kulhari	1779 N University Drive, Suite 203 Pembroke Pines, FL 33024	(954) 658-6690	1

ID No.	State	Franchisee	Street Address	Phone	No. of Franchise Agreements Executed
00287	FL	Kas Gayal	5380 Stadium Parkway, Rockledge, FL 32955	(321) 271-7250	1
00077 00078	IL	Jason Hicks*	1137 Chancellor Drive Edwardsville, IL 62025	(314) 780- 0116	2
00104	IL	Lyndon Sumlin*	195 W Golf Road Oak Brook, IL 60195	(615) 497-0052	1
00127	IA	Scott and Robyn Sullivan*	6600 Westown Parkway, Suite 50 West Des Moines, IA 50266	(515) 352-0989	1
00125	KS	Scott and Robyn Sullivan*	6600 Westown Parkway, Suite 50 West Des Moines, IA 50266	(515) 352-0989	1
00296	LA	OS Red Stick LLC Betsy Zechman	6554 Florida Blvd., Suite 110 #2044 Baton Rouge, LA 70806	(225) 287-9913	1
00297	MA	Costa Investment LLC Stacy Costa	23 Faunce Corner Road North Dartmouth, MA 02747	(508) 951-9136	1
00158	MN	MTStrong LLC Kristopher and Hania Curry	856 Great Oaks Trail Eagan, MN 55123	(515) 401-2205	1
00079 00203	MO	123Bones LLC Michael and Christine Baue*	611 Independence Road Weldon Spring, MO 63304	(314) 303-7351	2
00164	NE	Ranschau Holding LLC Keith Ranschau	3469 Dogwood Avenue Rock Valley, IA 51247	(712) 441-6690	1
00208	NV	Osteo Performance LLC Natalie Nicholas and Steven Mays*	2910 Collier Court Carson City, NV 89703	(775) 301-8399	1
00161	NM	Trident Core LLC Jozef Dominguez	524A W Cordova Road, Suite A Sante Fe, NM 87505	(505) 365-1245	1
00212	NC	B-Strong LLC Christopher Hyland and Sarah Hyland	1935 Moss Drive Newton, NC 28658	(828) 320-1843	1
00244	OH	Brian and Karen Docherty	3540 Abington Ct, Brunswick, OH 44212	(440) 212-2932	1
00099	OR	Lorraine Jespersen*	1462 I Street Springfield, OR 97477	(541) 780-1001	1
00088	PA	Pamela and Matthew Wolff*	120 Sunny Ledge Lane Ligonier, PA 15658	(412) 770-7164	1
00138	SD	Dakota Strong, LLC Laura Archambeau, Shawn Williams, Ryan Bear, Rebecca Bear, and Chase	30535 University Road Centerville, SD 57014	(605) 214-0289	1

ID No.	State	Franchisee	Street Address	Phone	No. of Franchise Agreements Executed
		Bolte*			
00073	TX	Deepak Suthar*	1213 Hawks Canyon Circle Austin, TX 78732	(512) 829-7654	1
00228	TX	CR Performance LLC Cindy Gaston & Rachelle Limosnero	5000 Westgrove Lane, Colleyville, TX 76034	(817) 793-2470	1
00213	TX	Cheeti Brothers LLC Krishna Cheeti and Vishnu Cheeti	12508 Jules Drive Flower Mound, TX 75033	(408) 250-3690	1
00181	TX	Jamie Knotts*	2929 Weslayan Street, Suite 2007 Houston, TX 77027	(361) 443-1520	1
00299	TX	OS WTX LLC Mike Brock	5412 Slide Road, Lubbock, TX 79414	(512) 645-8452	1
00298	VA	BioStrong Ventures, LLC Mahesh Raghaven	8609 Westwood Center Drive, Suite 625 Vienna, VA 22182	(703) 509-8652	1
00083	WA	Lorie Stephenson	2925 E 29th Avenue, Suite A Spokane, WA 99223	(509) 241-8100	1
00082	WA	OsteoStrong Bellevue Brent Jordan and Cynthia Hennessy	9775 SE 41st Street Mercer Island, WA 98040	(206) 369-7748	1
00230	WI	DBA People Strong LLC Mike Dejong and Nicole Markos	201 Sunny Hill Lane Oconomowoc, WI 53006	(262) 955-4497 (310) 995-1695	1
00284	WI	Vital Force Wellness LLC* Ben Rolfs and Mike Schmidt	S65W37850 County Road ZZ Eagle, WI 53119	(262) 424-2689	1

LIST OF FORMER FRANCHISEES
As of December 31, 2025

The following are franchisees who have been terminated, canceled, not renewed, or have otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year ending December 31, 2025, or who have not communicated with us within 10 weeks of the date of issuance of this disclosure document.

Transfers (Franchise Agreement Only Transferred)**:**

FRANCHISEE	CITY	STATE	PHONE
Jim Parsons and Yvonne Parsons* (00195)	Santa Barbara	CA	(805) 453-6086

Transfers (Center Open and Transferred)**:**

FRANCHISEE	CITY	STATE	PHONE
The Healthy Course, LLC Lisa Zieglar (00238)	Venice	FL	(941) 544-7927
Erin Greiner (00145)	Chesterfield	MO	(636) 220-8080
Giora Stadler, Johnny Harper, Laura Harper, and Rami Eliezer (00186)	Chesterfield	MO	(314) 300-6655
RWI Rapid City, LLC Herb Ebel and Shelley Ebel (00040)	Rapid City	SD	(605) 389-3684

Terminations (Where Unit Closed):

FRANCHISEE	CITY	STATE	PHONE
Alex Kumbar, Otto Kumbar, Kathryn Kumbar, and Susan Whitehouse (00062)	Durham	NC	(919) 451-0638
Kimberly Snow and Patricia Snow (00196)	Ashland	OR	(541) 841-6920

Terminations (Where Outlet Was Not Yet Open):

FRANCHISEE	CITY	STATE	PHONE
Alex Kumbar, Kathryn Kumbar, Otto Kumbar, and Susan Whitehouse* (00064, 00065, and 00066)	Raleigh	NC	(919) 518-5742
Esta Herold (00293)	Austin	TX	(512) 593-0422

Franchisees who have not communicated with us within 10 weeks of the date of issuance of this Disclosure Document:

The franchisees who have not communicated with us in the past 10 weeks prior to the issuance of this Disclosure Document were those subject to termination, where their Unit closed, and are as follows:

FRANCHISEE	CITY	STATE	PHONE
None.			

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

EXHIBIT I

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

STATE	STATE ADMINISTRATOR
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (866) 275-2677
HAWAII	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington St., Room E-111 Indianapolis, Indiana 46204 (317) 232-6681
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Franchise Unit 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48909 (517) 373-1837
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, New York 10005 (212) 416-8222
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 (701) 328- 2910

STATE	STATE ADMINISTRATOR
RHODE ISLAND	Securities Division Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, Rhode Island 02920 (401) 462-9585
SOUTH DAKOTA	Department of Labor and Regulation Division of Securities 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
TEXAS	Statutory Document Section Secretary of State P.O. Box 12887 Austin, Texas 78711
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
WASHINGTON	Securities Division Department of Financial Institutions PO Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
WISCONSIN	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4th Floor Madison, Wisconsin 53703 (608) 266-3364

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

STATE	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013
DELAWARE	Corporation Service Company 251 Little Falls Drive Wilmington, Delaware 19808
HAWAII	Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Franchise Unit 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48909
MINNESOTA	Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101
NORTH DAKOTA	The Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 (701) 328-2910
RHODE ISLAND	Director of Business Regulation Division of Banking and Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048

STATE	AGENT FOR SERVICE OF PROCESS
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
WASHINGTON	Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501
WISCONSIN	Wisconsin Commissioner of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703

EXHIBIT J

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Michigan	Pending
Minnesota	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K

RECEIPTS

Receipt

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 OsteoStrong Franchising, 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 applicable state law. Applicable state law 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 and Rhode Island require us to provide you 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 OsteoStrong Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit I to this disclosure document).

The franchisor is OsteoStrong Franchising, Inc., 8524 Highway 6 North, # 310, Houston, Texas 77095. Its telephone number is 877-893-0008.

Issuance Date: July 14, 2026

The franchise seller for this offering is:

Name	Principal Business Address	Telephone Number
Kyle Zagrodzky	8524 Highway 6 North, # 310, Houston, Texas 77095	877-893-0008

I received a disclosure document with an issuance date of July 14, 2026. State registration effective dates are listed on the State Effective Dates page contained in this disclosure document). The disclosure document included the following Exhibits:

Exhibit A – State Specific Addenda
Exhibit B – Franchise Agreement
Exhibit C – Go Figure License Agreement
Exhibit D – General Release (Sample Form Only)
Exhibit E – Table of Contents of Confidential Operations Manual
Exhibit F – Financial Statements
Exhibit G – Litigation
Exhibit H – List of Current and Former Franchisees
Exhibit I – List of State Administrators and Agents for Service of Process
Exhibit J – State Effective Dates
Exhibit K – Receipts

Dated:_____

_____
Printed Name

_____
Signed, individually and as an officer of
_____(a Corporation)
_____(a Partnership)
_____(a Limited Liability Company)

Dated:_____

_____
Printed Name

_____
Signed, individually and as an officer of
_____(a Corporation)
_____(a Partnership)
_____(a Limited Liability Company)

[KEEP THIS PAGE 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 OsteoStrong Franchising, 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 applicable state law.

Applicable state law 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 and Rhode Island require us to provide you 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 OsteoStrong Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit I to this disclosure document).

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Exhibit K – Receipts

Dated:_____

_____
Printed Name

_____
Signed individually and as an officer of
_____(a Corporation)
_____(a Partnership)
_____(a Limited Liability Company)

Dated:_____

_____
Printed Name

_____
Signed, individually and as an officer of
_____(a Corporation)
_____(a Partnership)
_____(a Limited Liability Company)

[Please return this completed form to OsteoStrong Franchising, Inc. by E-mail: info@osteostrongfranchising.com; or Regular Mail: 8524 Highway 6 North, # 310, Houston, Texas 77095.]