FRANCHISE DISCLOSURE DOCUMENT

RECOVERY LAB FRANCHISING LLC
a California limited liability company
8351 Rochester Ave., Suite 108
Rancho Cucamonga, California 91730
(909) 833-1003
www.recoverylab.co

Recovery Lab Franchising LLC offers for sale franchises to establish and operate a wellness center business offering recovery therapies and services, including cryotherapy, mobility stretching, Normatec compression, rock blading/rock taping, cupping, hyperbaric oxygen therapy, and percussion therapy at studios identified by the "Recovery Lab" trade name and marks.

The total investment necessary to begin operations of a Recovery Lab franchise ranges from $366,950 to $502,600. This amount includes $39,400 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of a Recovery Lab franchise pursuant to an area development agreement that requires development of a minimum of three (3) Recovery Lab Studios ranges from $386,950 to $522,600. This amount includes $59,400 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments to the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Louie Zuniga, at Recovery Lab Franchising LLC, 8351 Rochester Ave., Suite 108, Rancho Cucamonga, California 91730, and at (909) 833-1003**.**

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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ITEM 1 THE FRANCHISOR, ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language, this disclosure document uses "we," "us," "our," "Franchisor" or "Recovery Lab" to mean Recovery Lab Franchising LLC, the franchisor. "You" means the person, corporation, partnership or other entity that buys the franchise.

Franchisor, Parents, Predecessors, and Affiliates

We are a California limited liability company that was formed on March 27, 2024. We do business under the trade name Recovery Lab®. Our principal business address is 8351 Rochester Ave., Suite 108, Rancho Cucamonga, California 91730, and our telephone number is (909) 833-1003. We do not conduct business under any other name. We began offering Recovery Lab franchises in October 2024. We do not operate a business of the type we franchise. We have never offered franchises in any other line of business.

We have no parent or predecessors. We have one affiliate, The First Recovery Lab LLC.

The First Recovery Lab LLC (formerly known as Reliable Wholesale, LLC) is a California limited liability company that was formed on April 13, 2015. The First Recovery Lab LLC ("Licensor") is the owner of the "Recovery Lab" trade name, trademarks, service marks, logos and other related trade dress (the "Marks") and licenses the Marks to us pursuant to an agreement dated September 16, 2024. Its principal business address is 8351 Rochester Ave., Suite 108, Rancho Cucamonga, California 91730. Licensor currently owns and operates three (3) Recovery Lab Studios that are substantially similar to the Recovery Lab franchise you will own and operate. Licensor opened its first Recovery Lab Studio business in October 2015. Licensor has never offered franchises in any line of business.

Agent for Service of Process

Our agents for service of process are disclosed in **Exhibit B.**

The Business We Offer

We offer for sale a franchise to operate a distinctive wellness center business offering recovery therapies and services, including cryotherapy, mobility stretching, Normatec compression, rock blading/rock taping, cupping, hyperbaric oxygen therapy, and percussion therapy (the "Recovery Lab Studio") under the terms of a franchise agreement attached as **Exhibit A** (the "Franchise Agreement"). Recovery Lab Studios are typically 1,600 to 2,000 square feet and usually located in a shopping center or a free-standing building, preferably near established boutique fitness centers. We may, however, consider alternative sites, on a case-by-case basis.

The Franchise Agreement authorizes you to use the Marks in connection with your operation of a Recovery Lab Studio. The Recovery Lab Studios are established and operated under a comprehensive design that includes, but is not limited to, various wellness-related therapies and proprietary techniques and methods used to treat injuries, manage pain, and facility recovery, recovery equipment and products, furniture and fixtures, marketing, advertising and sales promotions, cost controls, accounting and reporting procedures, distinctive interior design and display procedures, and color scheme and decor (collectively, the "System"). The System's standards, specifications and procedures are described in our confidential operations manuals (collectively, the "Manual"). The System and the Manual may be changed, improved, and further developed by us.

The franchise generally described in this disclosure document is a license to establish and operate a single Recovery Lab Studio (the "Studio") under the terms of the Franchise Agreement. The Franchise Agreement is signed by us, by you, and by those of your principals whom we designate as the principal franchisee-operator(s) (the "Designated Operator(s)") of the franchised business. The Designated Operator(s) (there may be up to two such individuals but only one address to which we communicate to regarding the franchise) named has the authority to act for you in all matters relating to the Studio, including voting responsibilities.

In addition to offering franchises for individual Recovery Lab Studios, we offer the right to develop and operate three (3) or more Recovery Lab Studios under the form of an area development agreement attached as **Exhibit I** (the "Area Development Agreement"). The development schedule included in the Area Development Agreement (the "Development Schedule") will specify the dates by which you must open each Recovery Lab Studio. For each Studio you develop under an Area Development Agreement, you will sign a then-current Franchise Agreement, which may differ from the current Franchise Agreement included with this Disclosure Document. The development area and schedule must be agreed upon by us prior to execution of the Area Development Agreement. Before the execution of each Franchise Agreement, we will deliver to you a Disclosure Document describing the terms of our then-current Franchise Agreement and provide you with other relevant information.

Market and Competition

The services offered at a Recovery Lab Studio are intended for the general public but will particularly appeal to athletes and individuals wishing to stay healthy and perform at their best, those recovering from injuries, and those simply wanting to feel better and pain-free.

The general market for health and wellness studios is well-developed and competitive; although, the market for wellness and recovery studios offering the unique combination of wellness-related therapies and services offered at the Recovery Lab Studios (e.g., cryotherapy, mobility stretching, Normatec compression, rock blading/rock taping, cupping, hyperbaric oxygen therapy, and percussion therapy) continues to evolve and grow. You will compete with national, regional, and local health and wellness centers, studios, and spas that offer wellness and recovery therapies and services, and even other Recovery Lab franchisees. Our business is not seasonal.

Applicable Regulations

Many states and local municipalities have laws and regulations that apply to membership contracts, operations, and licenses. Specifically, many states limit the length of time of your membership contracts, require specific provisions to be included in the membership contracts, require membership contracts to look a certain way (such as format and font size), and require members be granted certain termination rights. Some state regulations may also require you to: (1) obtain a bond to protect pre-paid membership fees you collect; (2) staff the Studio during all hours of operation; (3) staff the Studio with one or more persons who are CPR-certified or who have other specialized training; (4) maintain an automated external defibrillator (AED) and other first aid items and equipment at the Studio; and/or (5) charge sales tax on Studio memberships. You should consider these laws and regulations when evaluating your purchase of a franchise.

It is your responsibility to ensure that you are in compliance with all local, state, provincial and federal business, retail sales, zoning, permitting, and other regulations and licensing requirements, and any

applicable laws and regulations, and to identify and obtain all authorizations necessary to operate your Studio.

ITEM 2 BUSINESS EXPERIENCE

Founder, Managing Member and Chief Executive Officer: Jose Luis "Louie" Zuniga

Louie is our founder and has been our Managing Member and Chief Executive Officer since our inception in March 2024. He is also the founder, Managing Member, and CEO of our affiliate, The First Recovery Lab LLC, and has held that position since its inception in April 2015. All positions listed here for Louie are located in Rancho Cucamonga, California.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Franchise Agreement

Initial Franchise Fee. You must pay to us a lump sum "Initial Franchise Fee" of $39,000 to establish a single Recovery Lab Studio under a Franchise Agreement. If you wish to purchase an additional Recovery Lab Studio, the Initial Franchisee Fee will be reduced to $34,000 for each additional Studio you purchase. The Initial Franchise Fee is due upon the signing of the Franchise Agreement in the form of a cashier's check, wire transfer or electronic check ("eCheck"). The Initial Franchise Fee shall be fully earned by Franchisor upon payment and is not refundable, in whole or in part, under any circumstances.

Area Development Agreement

Development Fee. If you wish to develop three (3) or more Recovery Lab Studios, you will sign an Area Development Agreement with us. You will pay us a "Development Fee" In consideration for the rights and options granted to you under the Area Development Agreement. The Development Fee will be an amount equal to the total of $39,000 for the first Studio, plus $34,000 for each subsequent Studio thereafter. Upon the execution of the Area Development Agreement, you will pay us a portion of the Development Fee in an amount equal to $39,000 for the first Studio, plus $10,000 for each additional Studio to be developed under the Area Development Agreement (i.e., $59,000 for 3 Studios). You will pay the remaining $24,000 due for each additional Studio after the first Studio, upon the earlier of: (i) the date that you contact the commercial real estate brokerage firm designated by us to begin searching for a site for the applicable Studio; or (ii) seven (7) months prior to the date by which the applicable Studio must be open for business, as set forth on the Development Schedule. You will pay the Development Fee in the form of a cashier's check, wire transfer, or eCheck. The Development Fee is fully earned by us when paid and is not refundable, in whole or in part, under any circumstances.

Each time you sign a Franchise Agreement for a Recovery Lab Studio developed under an Area Development Agreement, we will credit the amount paid for the Studio, as part of the Development Fee, against the Initial Franchise Fee owed for such Studio. The Initial Franchise Fee due for each Recovery Lab

Studio developed pursuant to an Area Development Agreement will be $39,000 for the first Studio and $34,000 for each subsequent Studio thereafter.

ITEM 6 OTHER FEES

Franchise Agreement

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Sales[1]	Payable to us monthly, by electronic funds transfer ("EFT") through the POS System[2], based on your Gross Sales for the immediately preceding month.	You will be required to start paying the Royalty Fee once your Studio begins collecting revenue from operations, which may be before your Studio opens for business (e.g., membership pre-sales). We may collect your Royalty Fee on a different interval (for example, weekly).
Marketing Fund Contribution[3]	1% of Gross Sales[1]	Same time and manner as the Royalty Fee.	Payable to us. Your Marketing Fund Contributions will begin in the second month after your Studio opens for business.
Local Marketing/ Advertising Expenses[4]	Minimum of $2,600 on Social Media; $1,400 on SEO; and $800 on pay-per click advertising. Reduced by 20%, when/if your Gross Sales reach $83,000 per month.	Monthly	Beginning in the third month after your Studio opens, you must spend at least this amount on local advertising and promotion of the Studio each month. Payable to third-party vendors and suppliers designated by us. Upon 30 days' written notice, we may increase or decrease your minimum spending to reflect inflation, changes in third-party supplier fees, or changes to the System's marketing program, but no increase shall be more than 5% per year or the U.S. Inflation Rate, whichever is greater.
Advertising Cooperative Fees[5]	Not yet established.	(See Note 5)	(See Note 5)

Type of Fee	Amount	Due Date	Remarks
Additional Training Fee	Our then-current Additional Training Fee: Currently, $250 per day at our location, plus the trainee's travel and living expenses; or $400 per day if you request onsite training, plus our travel and living expenses.	Prior to training.	We may charge you this fee if: (i) you request initial training for a trainee who fails and needs to repeat the Initial Training Program, or (ii) you select a new Designated Operator or hire a new Full-Time Manager at any time after completion of the Initial Training. We may increase this fee by 30 days' written notice to you, but no increase shall be more than 5% per year or the U.S. Inflation Rate, whichever is greater. Increases may be compounding.
Ongoing/Refresher Training[6]	$500 to $1,500, per day.	Prior to training.	Additionally, you must pay for your employees' compensation (if applicable), and any travel and living expenses you (and your employees) incur to attend the training.
Late Fees	The lesser of 1.5% per month or the highest rate of interest allowed by law (10% annually in California). Plus, a "Late Fee" of $300 per month for each month or partial month unpaid amounts are overdue.	Upon demand.	Applies to all amounts not paid when due, until paid in full.
Renewal Fee	No fee ($0) for a 5-year renewal term. 30% of the then-current Initial Franchise Fee for a 20-year renewal term.	At time of renewal.	You must renovate and reimage the Studio at your expense at the time of Renewal to conform to our then-current standards and image.
Transfer Fee	50% of the then-current Initial Franchise Fee	Before the transfer.	Payable when you sell the Studio. No charge if the Studio is transferred to a corporation or other entity that you control.
Insurance Reimbursement[7]	Amount of unpaid premium.	Upon demand.	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.

Type of Fee	Amount	Due Date	Remarks
Audit Fees[8]	$1,000, plus all actual costs we incur in connection with the audit. $5,000 fine if audit shows you under-reported by more than 2%.	As incurred.	Payable only if the audit is done because of your failure to furnish required reports and information on a timely basis.
Upgrades and Maintenance[9]	$1,000 - $25,000	At time of modification.	You will make these expenditures for repairs and as we require to comply with modifications to the Recovery Lab System, but no more than once every 5 years. Payable to suppliers.
Alternative Supplier Approval[10]	$1,500 per day for personnel engaged in evaluating a supplier.	At time of request.	Additionally, you must reimburse us for any travel, accommodations, and meal expenses.
Management Support Fee[11]	$500 per day, plus travel and lodging expenses.	At time of support.	Payable only if you fail to have a trained and certified Designated Operator or Full-Time Manager.
Non-Compliance Fee	Up to $500 per occurrence, or $500 per week until compliance is achieved.	As incurred	We may charge you a fee, at our sole discretion, if you fail to comply with the terms of the Franchise Agreement or Manual.
Technology Fee[12]	Currently, $200 per month	Monthly	You will begin paying us this fee in the second month after your Studio opens for business. This fee helps cover the costs and expenses associated with developing, implementing, licensing or otherwise using and integrating the technology we determine appropriate to provide as part of the System or otherwise in connection with your Studio. We may increase this fee upon 30 days' notice to you, but no increase shall be more than 5% per year or the U.S. Inflation Rate, whichever is greater. Increases may be compounding.

Type of Fee	Amount	Due Date	Remarks
Business Management and POS Software Fee[13]	Currently, $349 per month	Monthly	We impose this fee, but you will pay this fee to the third-party approved supplier.
Daily Operations Software Fee[14]	$125 per month	Monthly	We impose this fee, but you will pay this fee to the third-party approved supplier.
AI Services Fee[15]	Amounts charged by the third-party provider(s) of the AI Services we designate.	As invoiced or otherwise agreed.	We may designate Artificial Intelligence-based customer engagement or operational support services for use in the operation of the Studio. If we designate such services, you must use them and pay the fees charged by the approved third-party provider(s). (See Note 15.)
Music Licensing Fees[16]	Amounts charged by the providers and/or appropriate clearing house(s) for such music licensing.	As invoiced or otherwise agreed.	We impose these fees, but you will pay these fees to third-party approved suppliers for licensing rights to music and playlists at your Studio.
Cost of Enforcement or Defense	Actual costs, including attorneys' fees and court costs	Upon demand.	You must reimburse us for our costs of enforcement (including attorneys' fees and court costs) if you do not comply with the Franchise Agreement or Area Development Agreement.
Indemnification	Actual costs, including amounts paid to third parties and our attorneys' fees, which will vary depending on the nature of the claim.	Upon settlement or conclusion of claim or action.	You will defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of the Studio or your activities as an Area Developer.
Lost Revenue Damages[17]	The applicable amount of Lost Revenue Damages, as further defined in Note 16.	On demand.	If you terminate the Franchise Agreement without cause or we terminate the Franchise Agreement for your breach, you must pay us Lost Revenue Damages.
Liquidated Damages for Compromising the Secure Access to the Manual	$10,000	As incurred.	If you in any way compromise the secure access to the online version of the Manual, including, allowing unauthorized users access to the Manual and its confidential

Type of Fee	Amount	Due Date	Remarks
			contents, you will be required to pay us this amount to compensate us for the breach and related damage to the System.

All fees are uniformly imposed by and are payable to us, unless otherwise noted. No other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any third party. Any fees paid to us are non-refundable unless otherwise noted. Fees payable to third parties may be refundable based on your individual arrangements.

Notes to Chart for Franchise Agreement:

[1] Gross Sales. The term "Gross Sales" means the total revenues you receive, directly or indirectly, from all business conducted at or in connection with the Studio, including, but not limited to, the sale of the sale and pre-sale of memberships, therapy and treatment services, branded products, gift cards, and other products and services at or through the Studio, and all proceeds from any business interruption insurance related to the non-operation of the Studio. "Gross Sales" does not include (i) any sales tax and equivalent taxes that are collected by you for or on behalf of any governmental taxing authority and paid thereto, or (ii) the value of any allowance issued or granted to any client of the Studio that is credited in good faith by you in full or partial satisfaction of the price of the products or services offered in connection with the Studio.

[2] Method of Payment. You must participate in our then-current electronic funds transfer and reporting program(s). Currently, we collect the Royalty Fee, Marketing Fund Contribution, and Technology Fee through the online business management and point-of-sale ("POS") software that you are required to use in connection with the franchised business. The POS software instantaneously and automatically collects the Royalty Fee, Marketing Fund Contribution, and Technology Fee at the time sales are processed for the Studio and holds them in your operating account with the approved supplier of the business management and POS software. Each month, we will deduct the amounts you owe to us for the immediately preceding calendar month from your operating account. We may change the method of payment of any fee(s) due to us, at our sole discretion, upon 30 days' notice to you. For example, we may choose to collect the fees you owe to us by pre-authorized electronic debit to our bank or other financial institution account. You must sign the forms we, our bank and/or your bank require to set up electronic funds transfer, and you must make sure that there is a sufficient balance in your account to make payments of Royalty Fees, Marketing Fund Contributions, and Technology Fees, and any other continuing fees payable to us and/or our affiliates. Your franchised business may be located in a jurisdiction whose taxing authority will subject us to tax assessments on payments you submit to us for the Royalty Fee and Marketing Fund Contributions. Under such circumstances, you will be required to adjust, or "gross up" your payment to us to account for these taxes.

[3] Marketing Fund Contribution. We have established a national advertising and marketing fund (the "Marketing Fund") and you will be required to make a contribution, monthly, to such fund ("Marketing Fund Contribution"). The Marketing Fund may be used for (among other things) product development; signage; creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the internet; social media; administration expenses; brand/image campaigns; media; national, regional and other marketing programs; activities to promote current and/or future Recovery Lab Studios and the Recovery Lab brand; agency and consulting services; research; and any

expenses approved by us and associated with your Studio. We will have sole discretion over all matters relating to the Marketing Fund. You must pay for your own local advertising.

[4] Local Marketing/Advertising Expenses. You must use approved suppliers designated by us for your social media, search engine optimization, and pay-per-click advertising and marketing. The required spending amounts may include both fixed service or subscription fees charged by the designated vendors and advertising spend managed through those vendors. You may spend more than the minimum amount that we require on your local marketing and advertising if you choose. We may increase or decrease your minimum spending requirements to reflect inflation, changes in third-party supplier fees, or modifications to the System's marketing programs; however, any increase will not exceed 5% per year or the annual U.S. Inflation Rate, whichever is greater. We will provide you at least thirty (30) days' prior written notice of any change to the minimum spending requirements. If we do not increase your required spending in a certain year, we may compound the amount of the increase in the next year to cover two years of increases (i.e., the prior year's increase and the current year's increase.) When/if you reach Gross Sales of $83,000 per month, you may reduce your minimum required local marketing/advertising spending by 20%. Any reduction will apply to the advertising spend portion of the required marketing programs, and not to fixed subscription or service fees charged by the designated vendors. However, if your Gross Sales drop below $83,000 per month, then you will be required to resume spending the minimum monthly amount on marketing and advertising expenses.

[5] Advertising Cooperative Fee. If we establish a local or regional advertising cooperative to promote Studios in your market area, you will contribute to the cooperative in such amounts as are determined by the majority of its members, which amounts may be a combination of the Marketing Fund Contribution and your required local marketing/advertising spending; however, in no event will you be required to pay more than the total combined Marketing Fund Contribution and the minimum required local marketing/advertising spending for Cooperative Advertising. We are not required to participate in any cooperative advertising programs. As of the date of this disclosure document, no local or regional advertising cooperative has been established.

[6] Ongoing/Refresher Training. From time to time, we may offer system-wide ongoing or refresher training to our franchisees for a reasonable fee, such training may include courses, meetings, seminars, and conventions. You agree to personally attend or have your designated Full-Time Manager (if approved by us) attend any and all required ongoing or refresher training.

[7] Insurance Reimbursement. The minimum limits for coverage under many policies will vary depending on several factors, including the size of your Studio. See Item 8 of this disclosure document for our minimum insurance requirements.

[8] Audit Fees. Costs relating to the audit will include, without limitation, travel, lodging, wages, and reasonable accounting and legal expenses. These fees and costs will be in addition to any other remedies that we may have under the Franchise Agreement or law.

[9] Upgrades and Maintenance. You must promptly repair or replace defective, worn-out or obsolete equipment, signage, fixtures or any other item of the interior or exterior of the Studio that is in need of repair, refurbishing or redecorating in accordance with our established standards, which may be updated from time to time, or as may be required by your lease. We may require you to thoroughly modernize or remodel the Studio during the term of your Franchise Agreement, but no more than once every 5 years. This may include replacing the therapy and treatment equipment, and other updates and improvements. We may change or modify the System that is presently identified by the Marks including, the adoption and

use of new or modified Marks or copyrighted materials. You may be responsible for any reasonable conversion costs.

[10] Alternative Supplier Approval. You may request the approval of an item, product, service or supplier. We may require you to pre-pay any reasonable charges connected with our review and evaluation of any proposal.

[11] Management Support Fee. We may charge you this fee daily until you have a replacement or successor Designated Operator, or Full-Time Manager, attend and successfully complete the required training.

[12] Technology Fee. This fee helps cover our costs associated with establishing and maintaining the Recovery Lab intranet, extranet, online portal, website, online advertising tools, mobile application, and other technology for use in connection with the Recovery Lab Studios.

[13] Business Management and POS Software Fee. You are required to use the business management software designated by us, which includes an online scheduling and POS system, in the operation of your Studio. You will pay this fee directly to the independent, third-party approved supplier, who may increase the fee for inflation, at its discretion.

[14] Daily Operations Software Fee. We have designated an independent, third-party company that provides a comprehensive digital operations platform that will assist you in managing the day-to-day operations of your Studio. The software holds tasks and forms to be used in daily operations such as opening and closing procedures, cleaning, and equipment inspection, and maintenance.

[15] AI Services Fee. We may designate Artificial Intelligence-based customer engagement and operational support services ("AI Services") for use in the operation of the Studio. These services may include automated or AI-assisted responses to phone calls, text messages, online inquiries, and other customer communications, including assisting with responding to customer inquiries and lead follow-up. If we designate such AI Services, you must use them and pay the fees charged by the approved third-party provider(s). The AI Services may be provided by one or more independent third-party vendors designated by us and may be modified, replaced, or expanded as System technology evolves.

[16] Music Licensing Fees. We have designated an independent, third-party company that provides music streaming services, which you are required to use in the operation of the Studio.

[17] Lost Revenue Damages. If you terminate the Franchise Agreement without cause or we terminate the Franchise Agreement for your breach, you must pay us an amount equal to the net present value of: (1) the lesser of 36 or the number of calendar months remaining on the term of the Franchise Agreement absent termination, multiplied by (2) the sum of the Royalty and Fund Contribution percentages in effect as of the termination date, multiplied by (3) the average monthly Gross Sales of your Studio during the 24 full calendar months immediately preceding the termination date, minus (4) any cost savings we experienced as a result of the termination. However, if (i) as of the termination date, your Studio had not operated a full 24 calendar months, monthly average Gross Sales will equal the highest monthly Gross Sales achieved during the period in which you operated your Studio, and (ii) if the termination was based on your unapproved closure of your Studio, average monthly Gross Sales would be based on the 24 full calendar months immediately preceding the closure of your Studio.

Area Development Agreement

Type of Fee[1]	Amount	Due Date	Remarks
Transfer Fee [2]	$5,000 per each remaining Studio to be developed.	On submitting application for consent to assignment	Payable when you sell or transfer the rights under your Area Development Agreement.
Indemnification	All costs, including attorneys' fees.	As incurred	You must reimburse us for all damages arising from your activities.

Notes to Chart for Area Development Agreement:

[1] All fees are nonrefundable; the fees are cumulative of the fees you pay under each Franchise Agreement in connection with the operation of each Recovery Lab Studio.

[2] These fees are imposed by and are payable to us.

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ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A STUDIO

TYPE OF EXPENDITURE [1]	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee[2]	$39,000	Lump Sum, by cashier's check, wire, or eCheck	At signing of Franchise Agreement	Us
Travel and Living Expenses While Training[3]	$3,000 - $9,000	As arranged	As incurred during training	Transportation Carriers, Hotel Facilities, etc.
Real Estate/Lease (3 months + deposit)[4]	$24,000 - $40,000	As arranged	Before Opening	Landlord
Build-Out/Leasehold Improvements[5]	$40,000 - $80,000	As arranged	Before Opening	Approved Suppliers and Contractors
Major Studio Equipment[6]	$165,000 - $175,000	As arranged	Before Opening	Approved Suppliers and Vendors
Minor Equipment and Supplies[7]	$4,500 - $8,000	As arranged	Before Opening	Approved Suppliers and Vendors
Merchandise/Sales Items[8]	$6,000 - $10,000	As arranged	Before Opening	Approved Suppliers and Vendors
Fixtures and Furnishings[9]	$25,000 - $50,000	As arranged	Before Opening	Approved Suppliers and Vendors
Office Equipment and Supplies[10]	$1,500 - $2,500	As arranged	Before Opening	Approved Suppliers and Vendors
Signage[11]	$8,000 - $15,000	As arranged	Before Opening	Approved Suppliers
Insurance - 3 months[12]	$1,050 - $1,500	As Arranged	Before Opening	Insurance Carrier
Utility Deposits[13]	$0 - $400	As arranged	Before Opening	Utility Suppliers
Business Licenses and Permits[14]	$100 - $400	As arranged	Before Opening	Local, State or Federal Government
Computer System, including POS System[15]	$3,400 - $4,400	As arranged	Before Opening and After	Approved Suppliers and Vendors
Technology Fees – 2 months[16]	$400	EFT	After Opening	Us
Professional Fees/Services[17]	$1,000 - $7,000	As arranged	As incurred, varied times	Lawyers, Architects, Accountants, etc.
Grand Opening Expenses[18]	$35,000	As arranged	As incurred, varied times	Approved Suppliers and Vendors
Additional Funds – 3 months[19]	$10,000 - $25,000	As arranged	As incurred, varied times	Employees, Vendors, Utilities
TOTAL ESTIMATED INITIAL INVESTMENT	**$366,950 - $502,600**			

All amounts are non-refundable unless otherwise noted.

YOUR ESTIMATED INITIAL INVESTMENT FOR FIRST STUDIO UNDER AN AREA DEVELOPMENT AGREEMENT

TYPE OF EXPENDITURE [1]	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee[2]	$59,000	Lump Sum, by cashier's check or eCheck	At signing of Area Development Agreement	Us
Travel and Living Expenses While Training[3]	$3,000 - $9,000	As arranged	As incurred during training	Transportation Carriers, Hotel Facilities, etc.
Real Estate/Lease (3 months + deposit)[4]	$24,000 - $40,000	As arranged	Before Opening	Landlord
Build-Out/Leasehold Improvements[5]	$40,000 - $80,000	As arranged	Before Opening	Approved Suppliers and Contractors
Major Studio Equipment[6]	$165,000 - $175,000	As arranged	Before Opening	Approved Suppliers and Vendors
Minor Equipment and Supplies[7]	$4,500 - $8,000	As arranged	Before Opening	Approved Suppliers and Vendors
Merchandise/Sales Items[8]	$6,000 - $10,000	As arranged	Before Opening	Approved Suppliers and Vendors
Fixtures and Furnishings[9]	$25,000 - $50,000	As arranged	Before Opening	Approved Suppliers and Vendors
Office Equipment and Supplies[10]	$1,500 - $2,500	As arranged	Before Opening	Approved Suppliers and Vendors
Signage[11]	$8,000 - $15,000	As arranged	Before Opening	Approved Suppliers
Insurance - 3 months[12]	$1,050 - $1,500	As Arranged	Before Opening	Insurance Carrier
Utility Deposits[13]	$0 - $400	As arranged	Before Opening	Utility Suppliers
Business Licenses and Permits[14]	$100 - $400	As arranged	Before Opening	Local, State or Federal Government
Computer System, including POS System[15]	$3,400 - $4,400	As arranged	Before Opening and After	Approved Suppliers and Vendors
Technology Fees – 2 months[16]	$400	EFT	After Opening	Us
Professional Fees/Services[17]	$1,000 - $7,000	As arranged	As incurred, varied times	Lawyers, Architects, Accountants, etc.
Grand Opening Expenses[18]	$35,000	As arranged	As incurred, varied times	Approved Suppliers and Vendors
Additional Funds – 3 months[19]	$10,000 - $25,000	As arranged	As incurred, varied times	Employees, Vendors, Utilities
TOTAL ESTIMATED INITIAL INVESTMENT	**$386,950 - $522,600**			

All amounts are non-refundable unless otherwise noted.

NOTES TO CHARTS FOR YOUR INITIAL INVESTMENT:

[1] General. All amounts payable to us are nonrefundable, unless otherwise noted. Amounts payable to suppliers/vendors may be refundable according to arrangements you make with the supplier/vendor. These figures are estimates of the range of your initial costs in the first 3 months of operation only. We do not offer direct or indirect financing, but leasing and financing may be available for many of the above expenses through third-party lenders.

[2] Initial Franchise Fee and Development Fee**.** The Initial Franchise Fee and Development Fee (if applicable) are due in full at the signing of the applicable agreement and are non-refundable. If you wish to purchase an additional Studio, the Initial Franchise Fee will be reduced to $34,000 for each additional Studio. The Development Fee disclosed in the chart above is the initial portion of the total Development Fee due, which you will pay at the signing of the Area Development Agreement, for the required minimum 3 Studios to be developed under an Area Development Agreement (i.e., $39,000 for the first Studio, plus $10,000 for the second and third Studio). You will pay the remaining $24,000 due for the second and third Studios upon the earlier of: (i) the date that you contact the real estate broker to begin searching for a site for the applicable Studio; or (ii) 7 months prior to the date by which the applicable Studio must be open for business, as set forth on the Development Schedule. The Initial Franchise Fee will be $39,000 for the first Studio and $34,000 for each subsequent Studio thereafter, developed under the Area Development Agreement. The Development Fee will be credited to the Initial Franchisee Fee due for each of the Studios developed under the Area Development Agreement at the signing of the Franchise Agreement.

[3] Travel and Living Expenses while Training. You must pay for all costs incurred by you while attending training (e.g., transportation, meals, lodging and other expenses). This estimate covers the expenses for you, your Full-Time Manager, and an additional individual that you select to attend the Initial Training Program with you. The amount you will spend while training will depend on several factors, including the number of individuals attending, the distance you must travel, and the type of accommodations you choose, if any are needed.

[4] Real Estate/Lease. If you do not own adequate Studio space, you must lease suitable premises. These figures assume that the leased premises for a Studio will be 1,600 to 2,000 square feet. The figures assume base monthly rental rates ranging from $3.75 to $5 per square foot for a Studio. Landlords may also vary the base rental rate and charge rent based on a percentage of gross sales. In addition to base rent, the lease may require you to pay common area maintenance charges ("CAM Charges"), your pro rata share of the real estate taxes and insurance, and your pro rata share of HVAC and trash removal. The actual amount you pay under the lease will vary depending on the size of the Studio, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords, and the prevailing rental rates in the geographic area. You may also be required to pay a security deposit equal to a month's rent. The estimate covers the first 3 months of operation, and 1 month's rent as a security deposit.

[5] Build-Out/Leasehold Improvements. The low-end of the range reflects minimal improvements, meaning the space is provided as a warm vanilla shell and only requires minor demolition and electrical work to get the space ready for finishes, fixtures, furniture, and equipment. The high-end reflects improvements which may include major demolition, new or modified mechanical, electrical, plumbing, fire systems, ceiling, floor, insulation, restroom(s), changing room, utility room, and the materials and labor that go along with those updates. The cost of build-out/leasehold improvements will vary depending on: (i) your locale; (ii) the size and configuration of the premises; (iii) pre-construction costs (e.g., demolition of existing walls and removal of existing improvements and fixtures); and (iv) availability and cost or materials and labor, which may vary based on geography and location. You must adapt our prototypical plans and specifications for

the construction and finish-out of the Studio. These amounts may vary substantially based on local conditions, including the availability and prices of labor and materials. If you lease in an historic site or an older building, you may also face significantly increased costs for special construction needs. These amounts may also vary depending on whether certain of these costs will be incurred by the landlord and allocated over the term of the lease. The lease will likely include some amount of tenant improvement allowance; however, some locations, because they are unique or in desirable, high traffic areas, may not offer any discounts or tenant improvement allowances. This is an important factor for you to consider in choosing a location.

[6] Major Studio Equipment. This range of expenses covers the major equipment that you will need to purchase for the Studio. Equipment included in this range are a cryo room with installation, hyperbaric equipment, a red-light bed, localized cryo equipment, 4 treatment tables and 3 antigravity chairs. Both the low-end and the high-end numbers represent a straight purchase of all major equipment.

[7] Minor Equipment and Supplies. This range of expenses covers minor equipment and supplies that you will need to purchase for the Studio. Some examples of these expenses include: Hyperice products (e.g., percussion guns, compression sleeves, hot cold sleeves, heat vibration sleeves, vibrating and other rollers), Rocktape products (e.g., tape, floss, pods, etc.), temperature gun, cupping set, scraping tools, lacrosse ball, resistance band, balance pad, wedges, Stem pen, gloves, alcohol, cleanser, disinfectant, oil, etc. Both the low-end and the high-end numbers represent a straight purchase of the minor equipment and supplies.

[8] Merchandise/Sales Items. This range of expenses covers an inventory of branded products and other merchandise that you will sell at the Studio, including: Hyperice products (e.g., percussion guns, compression sleeves, hot cold sleeves, heat vibration sleeves, vibrating and other rollers), Rocktape products (e.g., tape, floss, pods, etc.), merchandise (branded products, including shirts, shorts, robes, etc.), Firefly recovery devices, water and other drinks. You will purchase these items directly from Approved Suppliers and vendors.

[9] Fixtures and Furnishings. This is a range of expenses that will be incurred when decorating and furnishing the Studio. Some examples of these expenses include a front desk, merchant wall, couches, chairs and the sound system. Both the low-end and the high-end numbers represent a straight purchase of all furniture and fixtures.

[10] Office Equipment and Supplies. This range of expenses covers the initial equipment and supplies that you will need for your office. Some examples of these expenses include a desk, chair, printer, paper, etc. Both the low-end and the high-end numbers represent a straight purchase of all office equipment and supplies.

[11] Signage. You will need to purchase appropriate signage for your Studio that we approve. The cost of your signage may be more or less than this estimate, and depends on the size, type, and method of installation you choose. Each location may have different restrictions it places on interior and exterior signage that may affect your costs.

[12] Insurance. This estimate is for 3 months of your minimum required insurance. The actual cost may be more than shown here. You will need to check with your insurance carrier for actual premium quotes and costs, and for the actual amount of deposit. Insurance costs can vary widely, based on the area in which your business is located, your experience with the insurance carrier, the loss experience of the carrier, the amount of deductibles and of coverage, and other factors beyond our control.

[13] Utility Deposits. Typically, a utility deposit will be required only if you are a new customer of the utility company.

[14] Business License and Permits. This range of costs covers the expense of acquiring the required local business permits. We make no representations or assurances as to what (if any) licenses, permits, authorizations or otherwise may be required in connection with your Studio. Our estimated costs include building permits, fire inspection, sales tax permit, and retail sales permits. If an electrical permit is necessary, the costs may be more.

[15] Computer System, including POS System. You must acquire at least one (1) personal computer and one (1) iPad computer for use in the operation of the Studio. Your computer system must be equipped with a high-speed connection to the Internet and must include a local area network with a dedicated server. You must install and use the electronic data processing and communications hardware and software, including voicemail, business management systems, and the online POS reporting system designated by us. The cost of the online business management, CRM, scheduling and POS system through our approved supplier costs approximately $349 per month. The cost of the daily operations software that you are required to use is $125 per month. Microsoft Office Suite costs approximately $22 per month. You are solely responsible for obtaining your own employee-scheduling software. Accounting software, such as, "QuickBooks," will cost you approximately $29 per month. You are responsible for setting up an account with the approved suppliers and/or vendors and paying them directly for their services. The range disclosed in the table(s) above includes the estimated cost for one personal computer, one iPad, a merchant account system that connects with the POS system, a cash drawer, mobile card reader, and 3 months of fees for the online business management and POS system software, daily operations software, QuickBooks, Microsoft Office, and Internet services, and setup fees if applicable. Please see Item 11 of this disclosure document for more information on the Computer System.

[16] Technology Fees. Beginning the second month after you open for business, you must pay us a monthly Technology Fee. This fee helps cover our costs associated with establishing and maintaining the Recovery Lab intranet, extranet, online portal, website, online advertising tools, mobile application, and other technology for use in connection with the Recovery Lab Studios. Currently, the Technology Fee is $200 per month. The amount disclosed covers two months (i.e., the second and third month of operations) of fees.

[17] Professional Fees/Services. Professional fees include payments to attorneys, architects, accountants, and other consultants. We strongly recommend that you engage the services of an attorney and/or accountant to assist you in evaluating this franchise offering. You may also wish to use an attorney to assist you in lease negotiations and/or to form an entity to own the franchise. Architectural or design professionals may assist with preparing plans, layouts, or other materials needed for the development and build-out of the Studio. Your costs may vary depending on how much you rely on your chosen advisors and the hourly rates your advisors charge.

[18] Grand Opening Expenses. You are required to spend a minimum of $35,000 on marketing and advertising designed to promote your Studio beginning 2 months before the opening of your Studio and ending 3 months after the opening of your Studio. A portion of this money will be focused on local search optimization, local search and pay-per-click advertising, the phone system for booking appointments and closing orders, social media marketing setup and execution, banners for outside the location, and other strategies that we approve. Your costs will vary based on the length of time you wish to run opening promotions and any additional marketing spending you may choose to undertake.

[19] Additional Funds. This is an estimate of certain funds needed to cover your business (not personal) expenses during the first three months of operation of the Studio. These expenses include initial employee wages, management compensation (but not any draw or salary for you), ongoing purchases of equipment and supplies, marketing fees, continuing improvement of the Studio's physical features, local advertising, utilities, repairs and maintenance. This estimate is based on our owner's and our affiliate's experience in owning and operating Recovery Lab Studios for eleven (11) years.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases of Goods and Services

To ensure consistency, quality and uniformity throughout the System, you must purchase your Studio equipment, including cryo and hyperbaric equipment, a red-light bed, spa tables, anti-gravity chairs, and other treatment and therapy equipment, fixtures, signs, and certain required products and supplies used in the Studio from suppliers that we approve ("Approved Suppliers"), or under specifications in the Manual. These specifications include standards for performance, maintenance, design, and appearance.

You must purchase a computer system, including computer hardware and software, business management systems, and a point-of-sale ("POS") reporting system (collectively, the "Computer System") according to our specifications and standards and as required by the Franchise Agreement. The component parts of the computer system must be purchased from approved suppliers.

You must purchase and maintain insurance coverages for the Studio in accordance with our requirements and specifications and furnish us with copies of all insurance policies required by the Franchise Agreement, or such other evidence of insurance coverage and payment of premiums as we request or permit.

Required and Approved Suppliers

You must purchase certain technology services specific to the Recovery Lab System (i.e., Technology Fees) from us. We are currently the only approved supplier of these products and services to our franchisees.

You must follow the standards and specifications we periodically establish for certain equipment, supplies, computer hardware and software, and indoor and outdoor signs required for the Studio. You must purchase from Approved Suppliers and suppliers who meet our quality specifications. We will provide you with information regarding one or more suppliers for each specified product/service.

We may designate a single supplier or multiple suppliers for any given item or service and may concentrate purchases with one or more suppliers in our business judgment. These suppliers may include, and may be limited to, us or an affiliate of ours. Other than the above-mentioned technology services that you are required to purchase from us, neither we nor our affiliate are currently an Approved Supplier of any other products or services that you are required to purchase. On notice by us, you will immediately cease and desist from using/offering any equipment, products, and/or services otherwise not authorized by us. (Franchise Agreement, Section 8.4)

You are required to hire and use the commercial real estate brokers that we have designated as the Approved Suppliers for real estate in selecting and leasing the premises for your Studio.

You are required to hire and use the Approved Suppliers that we have designated to assist you with your Grand Opening advertising and marketing for your Studio.

We do not currently have Approved Suppliers for architecture, design, engineering or project management. However, you must receive our approval before hiring anyone.

Approval of Alternate Suppliers

You can request the approval of an item, product, service, or supplier by notifying us in writing and submitting such information and/or materials we may request. We may require you to pre-pay any reasonable charges connected with our review and evaluation of any proposal. These charges may include reimbursement for reasonable travel, accommodations, and meal expenses, plus a fee of $1,500 per day for any personnel who are engaged in evaluating a supplier at your request. We will notify you in writing of our approval or disapproval within 90 days after you make a written request. (Franchise Agreement, Section 8.4C.)

We may condition and/or revoke our approval of particular items or suppliers as we choose. Our criteria for supplier approval are available to you upon request. Designation of a supplier may be conditioned on factors established by us in our business judgment, including, without limitation, performance relating to quality of results, accuracy of results, frequency of delivery, standards of service, and payment or other consideration to us or parties designated by us. We may approve, or revoke or deny approval, of particular items or suppliers in our business judgment. We may designate a single supplier or multiple suppliers for any given item or service and may concentrate purchases with one or more suppliers in our business judgment. There is no assurance that we will designate more than one supplier for any item, including items for which we are the only designated supplier.

All specifications, standards, approved items and suppliers are described in the Manual issued to you and through other written communications from us to our franchisees and Approved Suppliers. We may periodically update and alter our standards and specifications and add to or delete from the list of products and services authorized for sale at the Studio; notification of such changes will be provided to you in writing by us.

Approvals of an alternative supplier, or any supplier, may be revoked by us at any time, in our sole discretion, for reasons that include, but are not limited to, quality and service deficiencies by the supplier, a desire to consolidate purchases with a different supplier, financial problems or insolvency of the supplier, and other reasons. We will notify you in writing if we revoke approval of any alternative supplier and you must immediately cease and desist from using such supplier upon receipt of our written notice.

Insurance

You are obligated to obtain and maintain, at your sole expense, all of the insurance coverages that we require. Your policy or policies must be written by an insurance company licensed in the state in which you operate the Studio. The insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide, in accordance with standards and specifications set forth in the Manual. The standards may vary depending on the size of your Studio and/or other factors, such as what is customary for businesses of your type in your area, but we typically require:

(i) All "Risks" or "Special" form coverage insurance on the Studio equipment, furniture, fixtures, other equipment, supplies and other property used in the operation of the Studio;

(ii) Workers' Compensation and Employer's Liability Insurance with statutory limits, as required by law in the jurisdiction where the Studio is located. Employers Liability or "Stop Gap" insurance, with limits of not less than $1,000,000 each accident;

(iii) Commercial General Liability Insurance, Occurrence form, including a per location or project aggregate, with the following coverages: owners and contractors protective liability, broad form property damage, contractual liability, severability of interest clause; personal and advertising injury; and products/completed operations; medical payments and fire damage liability; insuring you and us against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from or occurring in the course of, or on or about or otherwise relating to the Studio including general aggregate coverage in the following limits:

Required Coverage	**Minimum Limits of Coverage**
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Rented Premises (each occurrence)	$50,000
Medical Expense (any one person)	$5,000

(iv) Business Interruption Insurance with coverage for at least 12 months for actual losses; and

(v) Cyber Liability Insurance with a minimum coverage amount as set forth in the Manual and/or otherwise determined by Franchisor and communicated to Franchisee.

We reserve the right from time to time to upgrade the insurance requirements as to policy limits, deductibles, scope of coverage, rating of carriers, etc. We will provide you with written notice of any change in our insurance requirements. You will have 60 days from receipt of such notice to revise your coverage, as specified in the notice.

Your insurance must name us as an additional insured and contain a clause requiring notice to us thirty (30) days in advance of any cancellation or material change to any such policy. The "Additional Insured Endorsement" must be approved in writing by us. You must maintain such additional insured status for us on your general liability policies continuously during the term of the Franchise Agreement.

Our Ownership Interest in a Supplier

We are the Approved Supplier of certain technology services (i.e., Technology Fees), which you are required to purchase from us. Our Managing Member/CEO has an ownership interest in us.

Revenues from a Supplier

We may receive revenues from approved supplier(s). Currently, neither we nor our affiliate derive revenue from any Approved Supplier or other suppliers. We have the right to receive promotional allowances and rebates, commissions, and other consideration from suppliers.

Revenue from Franchisee Purchases

We will derive revenue from our franchisees paying us for required technology services (i.e., Technology Fees).

We are a new franchisor and, as such, have not yet received any revenue or other material benefits from required purchases or leases by our franchisees. Based upon our affiliate's ownership and operation of three (3) Recovery Lab Studio businesses, which are substantially similar to the Studio you will own and operate, we estimate that your required purchases, purchases from Approved Suppliers and purchases that must meet our specifications will be about 80% to 86% of your total purchases to establish the Studio and about 10% to 20% of your purchases to continue the operation of the Studio.

Cooperatives

We do not currently operate or sponsor any purchasing cooperatives, nor do we plan to organize any in the future. When possible, we will attempt to negotiate bulk purchasing discounts with suppliers on behalf of our franchisees.

Material Benefits

Other than demonstrating compliance with System Standards, and adherence to the Manual, your use of an Approved Supplier will have no bearing on your right to purchase additional franchises, or to exercise any option to renew an existing franchise.

Negotiated Prices

We may negotiate volume purchase agreements with some vendors or Approved Suppliers for the purchase of goods and equipment needed to operate the Studio.

Area Development Agreement

The Area Development Agreement does not require you to buy or lease from us or any designated or approved suppliers, any goods, services, supplies, fixtures, computer hardware and software, or real estate, according to our specifications. However, you must follow our requirements under the Franchise Agreement for each Studio you develop.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	Sections 1.2, 6.1, 6.2 and 7.2 of Franchise Agreement Section III(d) of Area Development Agreement	Items 11 and 12

Obligation	Section in Agreement	Disclosure Document Item
b. Pre-opening purchases/leases	Sections 6.1, 6.2, 7.2 and 8.4 of Franchise Agreement None in Area Development Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 6.1 and 6.2 of Franchise Agreement Section VI of Area Development Agreement	Items 6, 7 and 11
d. Initial and ongoing training	Section 6.3 of Franchise Agreement None in Area Development Agreement	Items 6, 7 and 11
e. Opening	Sections 2.2 and 6.9 of Franchise Agreement None in Area Development Agreement	Item 11
f. Fees	Sections 3.2, 5, 9.1 and 14.2 of Franchise Agreement Section III of Area Development Agreement	Items 5, 6 and 7
g. Compliance with standards and policies / Operating Manual	Sections 1.2, 2.2, 4.2, 6.4, 6.6, 6.7, 7.1, 7.3, 7.4, 8.7 and 9.3 of Franchise Agreement Section VI of Area Development Agreement	Item 11
h. Trademarks and proprietary information	Sections 1.1, 4, and 12.1 of Franchise Agreement Section VII of Area Development Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 1.3, 2.1, 2.2, 7.1, 8.1 and 8.4 of Franchise Agreement None in Area Development Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections 8.8 and 15.2 B(12)of Franchise Agreement None in Area Development Agreement	Not Applicable
k. Territorial development and sales quotas	Section 8.8 of Franchise Agreement None in Area Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 8.4 and 10.3 of Franchise Agreement None in Area Development Agreement	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 3.2 and 7.4 of Franchise Agreement None in Area Development Agreement	Items 6 and 17
n. Insurance	Section 10.4 of Franchise Agreement None in Area Development Agreement	Items 6, 7 and 8
o. Advertising	Sections 5.5 and 9 of Franchise Agreement None in Area Development Agreement	Items 6 and 11
p. Indemnification	Sections 8.5 and 11.2 of Franchise Agreement Section XII of Area Development Agreement	Item 6

Obligation	Section in Agreement	Disclosure Document Item
q. Owner's participation/ management/staffing	Sections 6.3 and 8.6 of Franchise Agreement None in Area Development Agreement	Item 15
r. Records and reports	Sections 10.1 and 10.3 of Franchise Agreement Section VI(c) of Development Agreement	Item 11
s. Inspections and audits	Sections 8.2 and 10.2 of Franchise Agreement None in Area Development Agreement	Items 11
t. Transfer	Section 14 of Franchise Agreement Section IX of Area Development Agreement	Items 6 and 17
u. Renewal	Section 3.2 of Franchise Agreement None in Area Development Agreement	Item 17
v. Post-termination obligations	Sections 13.1 and 15.4 of Franchise Agreement Section X of Area Development Agreement	Item 17
w. Non-competition covenants	Sections 12.2 and 13 of Franchise Agreement Section X of Area Development Agreement	Item 17
x. Dispute resolution	Section 16 of Franchise Agreement Section XIX of Area Development Agreement	Item 17
y. Other: Guarantee of Performance	Section 2.2B. and Exhibit 4 of Franchise Agreement Section XX and Exhibit C of Area Development Agreement	Item 15

ITEM 10 FINANCING

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

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

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

A. **Pre-Opening Assistance**

Before you open the Studio:

1. We will provide you with training within 1 to 2 months before the opening date of your Studio. You, along with your designated full-time studio manager ("Full-Time Manager") must attend and complete, to our satisfaction, our initial training program ("Initial Training Program"). We will determine whether you and your Full-Time Manager have satisfactorily completed our Initial Training Program. To satisfactorily complete our Initial Training Program, you must attend all the scheduled training and pass the written test given at the end of the training with a score of 85% or higher. If you do not satisfactorily complete the training, we may terminate the Franchise Agreement. At no additional charge, we will provide the Initial Training Program to any other of your supervisorial or managerial employees that you request; provided, however, that all such individuals must attend such training simultaneously with you. If

at any time throughout the term of the Franchise Agreement, you fail to have any replacement or successor Designated Operator or Full-Time Manager attend the mandatory training and be certified as meeting our requirements, we may charge you a Management Support Fee of $500 per day until a replacement Designated Operator or Full-Time Manager successfully completes our required training. (Franchise Agreement, Section 5.11) You must pay for all expenses you and your employees incur for any training program, including costs of travel, lodging, meals and wages. (Franchise Agreement, Section 6.3A)

2. We will provide to you our current written Site Selection Guidelines and will work with you to select a site for the Studio. You will purchase or lease your Studio location from an independent third party. Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location (including the population and income level of residents in the market area), aerial photography, size and other physical attributes of the location, shopping mall, tenant mix, proximity to residential neighborhoods and proximity to schools, shopping centers, entertainment facilities that attract consumers and generate traffic. We have identified an independent third-party nationwide commercial real estate brokerage firm that you are required to use to assist you with site selection. You will hire (at your expense) such real estate brokerage firm to assist you in selecting a site for the Studio and providing us with the Location Report. You are solely responsible for site selection. (Franchise Agreement, Sections 1.2 and 6.1)

If you locate a site, we will accept or reject the site within 30 days after receipt of the Location Report from you. We use a combination of population density, existing wellness and recovery studios in the area, storefront visibility, local demographics, parking, size, proposed rent, and accessibility from target surrounding areas to evaluate the demographics of a market area for site selection acceptability. If we cannot agree on a site, we may extend the time for you to obtain a site, or we may cancel the Franchise Agreement. (Franchise Agreement, Section 1.2.) If your Franchise Agreement is canceled, you will not receive a refund of the Initial Franchise Fee. The Initial Franchise Fee is fully earned by us upon payment and is not refundable, in whole or in part, under any circumstances. (Franchise Agreement, Section 5.1)

If you sign an Area Development Agreement, you will submit a separate Location Report for our acceptance or rejection of a site for each Studio to be established within your Designated Search Area. We will accept or reject the site within 30 days after receipt of the Location Report from you. Our then-current standards for site approval will apply when you submit a Location Report to us. Currently, we rely on demographics provided by the third-party real estate brokerage firm that you are required to use to assist us in evaluating a site for acceptability.

3. Concurrently with the execution of your Franchise Agreement, we will loan you one copy of the Manual, which contains mandatory and suggested specifications, standards and procedures. The Manual is confidential and remains our property. We may modify the Manual. (Franchise Agreement, Section 6.4) The Manual consists of approximately 168 pages. The Table of Contents of the Manual is attached to this disclosure document as **Exhibit D.**

4. Within 30 calendar days of execution of your Franchise Agreement, we will provide you (through the Manual or otherwise) with specifications for the layout and design of the Studio (Franchise Agreement, Sections 6.2 and 7.1).

5. Within 30 calendar days of execution of your Franchise Agreement, we will provide you (through the Manual or otherwise) with a list of the treatment and therapy equipment and other equipment, standard fixtures, furnishings, supplies, and signs to be used in the Studio, as well as a list of

Approved Suppliers (Franchise Agreement, 6.6). We do not provide, deliver or install any of these items for or to you.

6. We will license you the use of our trademarks (Franchise Agreement, Section 4.2).

7. We will consult and advise you on the advertising, marketing and promotion for the grand opening of the Studio. (Franchise Agreement, 6.9)

8. We will conditionally commit to grant you (if you have signed an area Development Agreement) a franchise for each Studio that you develop under your Area Development Agreement, provided that you comply with the terms and conditions of that agreement and each of the Franchise Agreements between you and us. (Area Development Agreement, Sections I, III and IV)

We are not required to provide any other service or assistance to you before the opening of the Studio.

B. **Typical Length of Time Before Operation**

We will authorize the opening of your Studio when (i) all of your pre-opening obligations have been fulfilled, (ii) pre-opening training has been completed, (iii) all amounts due us have been paid, (iv) copies of all insurance policies (and payment of premiums) and all other required documents have been received by us, and (v) all permits have been approved. The length of time between the signing of the Franchise Agreement, and payment of your initial franchise fees, and the opening of your Studio must be within twelve (12) months. In certain instances, and in our sole discretion, we may extend the opening time by an additional two (2) months. If we elect to extend the opening date an additional two (2) months and you still has not yet opened for business at the end of such period, we may extend the opening date up to an additional three (3) months for a fee ("Late Opening Fee") of $1,000 per month. If you have not opened for business after such extended opening periods (i.e., a total of 5 months), we may elect to terminate the Franchise Agreement or, at our sole discretion, allow you to extend the opening date up to an additional three (3) months for a Late Opening Fee of $1,500 per month.

Factors that may affect the opening time period include your ability to obtain financing, to obtain the permits and licenses for the construction and operation of the Studio, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Studio, including purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Studio, including purchasing any inventory or supplies needed prior to opening.

If you are operating under an Area Development Agreement, you must open multiple Studios according to your Development Schedule, which may extend over several years, depending on the number of Studios you have committed to develop.

C. **Our Obligations During the Operation of the Franchised Business**

During the operation of the franchised business:

1. We will specify or approve certain equipment and suppliers to be used in the Studio (Franchise Agreement, Sections 6.6 and 7.1).

2. We will provide additional training to you and any of your employees at your request. You are responsible for any and all costs associated with such additional training (Franchise Agreement, Section 6.3).

3. We may, subject to the laws in your state, require fixed minimum or maximum prices for any products or services offered at the Studio. We will take into account cost differences among regions and localities. You must use the pricing required by us, unless we consent to changes in local pricing offered by you. (Franchise Agreement, Section 6.7)

4. If you do not obtain and maintain appropriate insurance coverage, we may procure the coverage on your behalf. We will pass the cost onto you. (Franchise Agreement, Section 10.4 D.)

5. We may institute various programs for auditing customer satisfaction and/or other quality control measures. (Franchise Agreement, Section 8.2)

6. We (or our designee) will maintain and administer an advertising, publicity and marketing fund (the "Marketing Fund") to promote Recovery Lab Studios and the brand. (Franchise Agreement, Section 9.1)

7. We may provide regular consultation and advice to you in response to inquiries from you regarding administrative and operating issues that you bring to our attention. We may make recommendations that we deem appropriate to assist your efforts. (Franchise Agreement, Section 6.5)

8. We will manage the customer gift card program (the "Gift Card Program") among Recovery Lab franchisees and affiliate/company-owned Studios. (Franchise Agreement, Section 10.5)

D. **The Marketing Fund and Advertising**

We have established a Marketing Fund. You are required to make a "Marketing Fund Contribution" equal to one percent (1%) of your Gross Sales to the Marketing Fund. The Marketing Fund Contribution will begin when your Studio starts generating revenue from operations. You will pay the Marketing Fund Contribution to us at the same time and in the same manner as the Royalty Fee. Recovery Lab Studios owned by us, or our affiliates, are not obligated to contribute to the Marketing Fund. We will manage the Marketing Fund and have sole discretion over all matters relating to it.

We will direct all public relations, advertising and promotions with sole discretion over the message, creative concepts, materials and media used in the programs and the placement and allocation thereof. We will pay for these activities from the Marketing Fund. The Marketing Fund Contributions may be used for traditional advertising activities, such as website development, social media, public relations, advertising campaigns (television, radio, print or other media), or other promotions which will raise awareness of the Recovery Lab brand. Advertising may be prepared in-house or by a national or regional advertising agency.

We are not obligated to ensure that Marketing Fund activities or dollars are spent equally on a pro rata basis, either on your Studio, or all Recovery Lab Studios in an area. No funds in the Marketing Fund are used for advertising that is principally a solicitation for the sale of franchises, but we may include a brief statement regarding the availability of Recovery Lab franchises in advertising and other items produced using the Marketing Fund. (Franchise Agreement, Section 9.1.B.)

Reasonable disbursements from the Marketing Fund will be made solely for the payment of expenses incurred in connection with the general promotion of the Marks and the System, including the cost of formulating, developing and implementing advertising and promotional campaigns; and the reasonable costs of administering the Marketing Fund, including accounting expenses and the actual costs of salaries and fringe benefits paid to our employees engaged in administration of the Marketing Fund. The Marketing Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Marketing Fund. We may audit the Marketing Fund; although, we have no obligation to do so. Upon written request, we will provide you with an annual unaudited statement of the receipts and disbursements of the Marketing Fund.

We are not required to spend all Marketing Fund contributions in the fiscal year they are received.

You agree to participate in all Marketing Fund programs. The Marketing Fund may furnish you with marketing, advertising and promotional materials; however, we may require that you pay the cost of producing, shipping, and handling for such materials.

We are a new franchisor and have not yet collected any Marketing Fund Contributions. Therefore, during the fiscal year ended December 31, 2025, the Marketing Fund spent 0% of its contributions on production, 0% on media placement and public relations, 0% on administrative expenses, 0% on sponsorships, and 0% on internet related matters.

We have no obligation to spend any amount on advertising in your market area or territory. You are responsible for local marketing activities to attract customers to your Studio. You may develop advertising materials for your own use, at your own cost. We may require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise. You must first obtain our advanced written approval before any form of co-branding, or advertising with other brands, products or services. (Franchise Agreement, Section 9.2)

Beginning 2 months before the opening of the Studio and ending 3 months after the opening of the Studio, you must spend a minimum of $35,000 on Grand Opening advertising, marketing, and promotion of the Studio. A portion of such money will be focused on local search optimization, local search and pay-per-click advertising, the phone system for booking appointments and closing orders, social media marketing setup and execution, banners for outside the location, and other strategies that are approved by us (collectively, “Grand Opening Marketing”). The Grand Opening Marketing shall be in the form, and using the advertising and promotional campaign and materials, reasonably designated or approved by us. You must hire and use the approved suppliers designated by us for Grand Opening Marketing (Franchise Agreement, Section 9.3)

You must strictly follow the social media guidelines, code of conduct, and etiquette as set forth in the Manual regarding social media activities. Any use of Social Media by you pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. You will promptly modify or remove any online communication pertaining to the Studio that does not comply with the Franchise Agreement or the Manual. (Franchise Agreement, Section 9.4)

We have not yet established a local or regional advertising cooperative. We may, in the future, decide to form one or more associations and/or sub-associations of Recovery Lab Studios to conduct various marketing-related activities on a cooperative basis (a “Co-Op”). If one or more Co-Ops (local, regional and/or national) are formed covering your area, then you must join and actively participate. You

may be required to contribute such amounts as are determined from time to time by such Co-Ops. (Franchise Agreement, Section 9.5)

We reserve the right, if necessary and in our sole judgment, to establish a Franchisee Advertising Council. The Franchisee Advertising Council will be composed of an elected body of Recovery Lab franchisees for the purpose of providing us with input on advertising and marketing issues. The Franchisee Advertising Council will operate under its own by-laws and will be purely advisory in nature and will have no operational or decision-making authority. We have the power to form, change, or dissolve any such advertising council. (Franchise Agreement, Section 9.6)

E. **Training**

Within 1 to 2 months before the opening date of your Studio, we will provide you (or your Designated Operator if you are a business entity), your Full-Time Manager, and any other supervisorial or managerial employees that you request, with our Initial Training Program. The Initial Training Program will be held at a hotel conference room located near our headquarters in Rancho Cucamonga, California, and at a Recovery Lab Studio owned by us or our affiliate, or at another location designated by us. We do not charge you a fee for the Initial Training Program if you, your Full-Time Manager and other supervisorial or managerial employees receive training at the same time. You (or your Designated Operator) and your Full-Time Manager must successfully complete our Initial Training Program and any additional required training, and also comply on an ongoing basis with all training requirements to our satisfaction. You are responsible for all travel, lodging, food, wages, wage related expenses and other expenses in connection with training for you and your employees.

The length of our Initial Training Program is approximately 5 days. The training covers the basic aspects of establishing and operating a Recovery Lab Studio, including wellness and recovery techniques and methods, use of the therapy and treatment equipment, and other related services and products provided at the Studio, the Computer System, including the scheduling and POS systems, forms, cost control, purchasing, inventory control and disposition, customer service, marketing, selling skills, employee hiring, training and scheduling procedures, job functions and maintenance of quality standards. You and your Full-Time Manager must attend all scheduled training days and times and must complete the Initial Training Program to our satisfaction before your Studio opens.

Training requirements are communicated and updated through periodic memos, publications and manuals. The following is an outline of our current training program:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Orientation, History, Ideology	2	0	Hotel Conference Room near our headquarters in Rancho Cucamonga, CA (or at a location later designated by us)
POS, Retail, Customer Service	3	5	Hotel Conference Room and at a Recovery Lab Studio, both located near our headquarters in Rancho Cucamonga, CA (or at a location later designated by us)

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Equipment Operation and Client Explanation	4	4	Hotel Conference Room and at a Recovery Lab Studio, both located near our headquarters in Rancho Cucamonga, CA (or at a location later designated by us)
Equipment Maintenance, Cleaning, Location Cleaning, Daily Set Up	3	5	Hotel Conference Room and at a Recovery Lab Studio, both located near our headquarters in Rancho Cucamonga, CA (or at a location later designated by us)
Phone etiquette, phone sales, in-person sales, customer retention	6	6	Hotel Conference Room and at a Recovery Lab Studio, both located near our headquarters in Rancho Cucamonga, CA (or at a location later designated by us)
Staffing, community involvement, synergistic partnerships	3	2	Hotel Conference Room and at a Recovery Lab Studio, both located near our headquarters in Rancho Cucamonga, CA (or at a location later designated by us)
Review, testing, graduation	4	4	Hotel Conference Room and at a Recovery Lab Studio, both located near our headquarters in Rancho Cucamonga, CA (or at a location later designated by us)
TOTAL	**25**	**26**	

Louie Zuniga, whose biography is listed in Item 2, is in charge of the training program. He has more than 11 years of experience in the health and wellness industry and the subjects taught. He is our founder and has been employed with us since our inception. Xavier Martinez will also assist as instructors in the training program. Xavier has 7 years of experience in the health and wellness industry and the subjects taught, and has been with us since our inception. He is and has been the Manager of a Recovery Lab Studio owned by our affiliate for over 2 years.

We will conduct our Initial Training Program as needed, which we anticipate being quarterly. Our primary instruction is through hands-on training, videos, the Manual and other instructional materials we prepare specifically for the Initial Training Program.

If warranted by government regulations, emergency guidelines, enforced quarantines, travel restrictions, a natural disaster, force majeure or other event outside of our control, we reserve the right to conduct any and all training, classes, courses, meetings, and conferences, online, telephonically, or otherwise, or to cancel or delay any and all such training, classes, courses, meetings, and conferences. (Franchise Agreement, Section 6.3 A.)

Additional Training

You may request additional training for a trainee who fails and needs to repeat the Initial Training Program, or if you select a new Designated Operator or hire a new Full-Time Manager after the opening of your Studio. Such individual will attend our next available Initial Training Program. You will pay us the

applicable then-current "Additional Training Fee" for such individual to attend the Initial Training Program. You are also responsible for the costs you and your employees incur in attending such additional training, including travel, lodging, meals, employee wages, etc. (Franchise Agreement, Section 6.3. B.)

From time to time, at no charge to you, we may also provide distance training that may include live streaming, recorded videos, and training software as needed. This training may cover topics such as stretch therapy certification and day-to-day operations.

Ongoing/Refresher Training

From time to time, we may offer system-wide ongoing or refresher training to our franchisees for a fee, such training may include courses, meetings, seminars and conventions. You must personally attend or have your designated Full-Time Manager (if approved by us) attend any and all required ongoing or refresher training. You will not be required to attend more than one national conference per year. We currently charge $500 to $1,500 per day for ongoing or refresher training. In addition to paying any required training fee(s), you will be responsible for all compensation, travel and living expenses for you and/or your Full-Time Manager during training. (Franchise Agreement, Section 6.3 C.)

Grand Opening Training/Assistance

If this is your first Recovery Lab Studio, we will provide you with training and assistance at both the "Soft Opening" and "Grand Opening" of your Studio. We will send one of our representatives for 2 days to the Soft Opening and for 2 days to the Grand Opening of the Studio, at our expense. We only provide this assistance for your first Recovery Lab Studio opening.

F. **Computer, POS and Sound Systems**

We require you to have a Computer System and internet access for use in the operation of the Studio. Your Computer System must include at least one personal computer and one iPad, and you must install the electronic data processing and communications hardware and software, including voicemail, business management systems, and a point-of-sale ("POS") reporting system that we designate. You must record all of your receipts, expenses, invoices, customer lists, and other business information promptly in the Computer System and use the software that we specify or otherwise approve. Currently, we require you to use an online business management and POS System from a designated Approved Supplier. You must provide us with online access to your books by, among other things, providing us with your password. The details of these standards and requirements will be described in the Manual or otherwise in writing and may be modified in response to changes in marketing conditions, business operating needs, or technology.

We will have independent access to information you generate and store on your Computer System. The POS system is designed to enable us to have immediate access to the information monitored by the System, and there is no contractual limitation on our access or use of the information we obtain.

You must purchase or lease, and thereafter maintain, the Computer System, including the hardware and software, POS System, dedicated high speed communications equipment and services, dedicated telephone and power lines, printer, sound system, security system, and other computer-related accessories or peripheral equipment as we may specify, for the purpose of recording sales at the Studio and other functions that we require. You must provide such assistance as may be required to connect your Computer System with a computer system used by us. We will have the right, on an occasional or regular basis, to retrieve such data and information from your Computer System as we, in our sole and exclusive

discretion, consistent with consumer privacy laws, deem necessary. You must operate your Computer System in compliance with certain security standards specified by us, which may be modified at our discretion from time to time. In view of the interconnection of computer systems and the necessity that such systems be compatible with each other, you expressly agree that you will strictly comply with our standards and specifications for all items associated with your Computer System.

To ensure full operational efficiency and optimum communication capability between and among computer systems installed by you, us, and other Recovery Lab Franchisees, you agree, at your expense, to keep your Computer System in good maintenance and repair, and following our determination that it will be economical or otherwise beneficial to the Recovery Lab System to promptly install such additions, changes, modifications, substitutions and/or replacement to your computer hardware, software, POS System, communications equipment and services, telephone and power lines, and other computer-related facilities, as we direct.

We reserve the right to require you to update or upgrade any computer hardware or software during the term of the franchise, and if we choose to do so, there are no limitations on the cost and frequency of this obligation. The approximate cost of the Computer System, including one personal computer, one iPad computer, hardware and software, the business management and POS system, daily operations software, Microsoft Office Suite, accounting software, and related equipment (e.g., routers, tablet stand, keyboard, cables, cash drawer, mobile card reader, etc.) ranges between $3,400 and $4,400. The approximate cost of any annual maintenance upgrades or updates or maintenance support contracts varies widely from $100 to $1,000, which does not include continuing software fees.

We have no obligation to provide ongoing maintenance, repairs, upgrades or updates, and any such obligations would be those of the software licensors.

G. **Gift Card Program**

We have established a program for all Recovery Lab franchisees to sell, issue, or redeem gift cards (the "Gift Card Program"). You must participate in the Gift Card Program by offering Recovery Lab Studio gift cards to your customers and/or honoring all Recovery Lab Studio gift cards presented to you as payment for products and services, regardless of whether the gift card was sold or issued by you or another Studio. When you sell or issue a gift card, you will keep the amount paid in your account until the gift card is redeemed. We will reconcile your account with us in accordance with the then-current Gift Card Program policies and practices regarding the allocation of funds generated from the sale of gift cards, as set forth in the Manual or elsewhere by us. You will pay Royalties on the revenue you receive from redeemed gift cards. The Recovery Lab Studio gift cards have no expiration date; therefore, you remain liable for each gift card sold at your Studio until it is redeemed for an undetermined amount of time. Upon termination of your Franchise Agreement and non-renewal, you must comply with all federal, state and local laws pertaining to any outstanding gift cards sold at the Studio that were not redeemed before the termination of the Franchise Agreement. This may include returning the funds collected for each outstanding gift card to the applicable customer or state.

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ITEM 12 TERRITORY

Franchise Agreement

You will operate the Studio at a specific location approved by us (the "Authorized Location"). You must receive our permission before relocating the Studio. If we consent to you relocating the Studio, the new Authorized Location must be within the same Designated Search Area (specifically defined in Section 1.3 of the Franchise Agreement) in which the Studio was located. You must execute our standard form of general release upon any relocation. You will bear the sole expense of relocating the Studio. Generally, we do not approve requests to relocate your Studio after a site selection has been made and you have opened for business unless (a) it is due to extreme or unusual events beyond your control, and (b) you are not in default of your Franchise Agreement. If we approve your relocation request, we retain the right to approve your new site location in the same manner and under the same terms that are applied to your first site selection. We do not charge you a fee for our services in connection with any such relocation.

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.

So long as you are in good standing, you will receive a non-exclusive protected geographic area ("Protected Territory") around the Authorized Location for the Studio. Neither we nor our affiliate will operate or establish or authorize another Recovery Lab franchisee to operate or establish a Recovery Lab Studio within your Protected Territory. Depending on a number of factors, your Protected Territory may be a radius up to three (3) miles around the Authorized Location in suburban environments, and, in our sole discretion, may also include an area defined by a zip code(s) mutually agreed upon by you and us. If the Studio is located in a densely populated urban environment, such as a downtown metropolitan area, your Protected Territory may be less than one (1) mile from the primary customer entrance of the Studio. We will analyze a market or territory using a number of factors including population density, income, traffic patterns, number of residences versus businesses, and will determine with you, prior to signing the Franchise Agreement, what Protected Territory the Studio will receive. You must not solicit business from customers inside another Recovery Lab franchisee's protected territory.

Except as expressly provided in the Franchise Agreement, you have no right to exclude, control or impose conditions on the location, operation or otherwise, of present or future Studios, using any of the other brands or Marks that we now, or in the future, may offer, and we may operate or license Studios or distribution channels of any type, licensed, franchised or company-owned, regardless of their location or proximity to the Premises and whether or not they provide services similar to those that you offer. You do not have any rights, including options, rights of first refusal, or other similar rights, with respect to acquiring additional franchises and/or related businesses, products and/or services, in which we may be involved, now or in the future.

We expressly reserve all other rights, and can (along with anyone we designate):

(1) own and/or operate any kind of business located anywhere, including other franchises, whether or not using the Marks and System we have licensed to you, except for a Recovery Lab Studio in your Protected Territory.

(2) develop or become associated with other concepts (including dual branding and/or other franchise systems), whether or not using the System and/or the Marks, and award franchises under such other concepts for businesses located and/or operating anywhere.

(3) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere. Such transactions may include (but are not limited to) arrangements involving competing outlets and brand conversions (to or from the Recovery Lab Marks and System). You may be responsible for any reasonable conversion costs.

Internet Sales / Alternative Channels of Commerce

We may market and sell products and services to customers located anywhere using alternative channels of distribution, even if such products and services are similar to what we sell to you and what you offer at your Studio. We may use the internet or alternative channels of commerce to sell Recovery Lab brand products and services. You are not entitled to any compensation, allowance, payment or other consideration on account of any products and services we may offer or sell using alternative channels of distribution in your Protected Territory. You may only sell the authorized products and services from your approved Studio location and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by us. We may require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise. We retain the right to approve or disapprove of such advertising, in our sole discretion. Any use of social media by you pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. We reserve the right to "occupy" any social media websites/pages and be the sole provider of information regarding the Studio on such websites/pages (e.g., a system-wide Facebook page). At our request, you will promptly modify or remove any online communication pertaining to the Studio that does not comply with the Franchise Agreement or the Manual. You are not prohibited from obtaining customers over the Internet provided your Internet presence and content comply with the requirements of the Franchise Agreement.

System Standards

We may choose, in our sole discretion, to evaluate your Studio for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, customer comments/surveys, and secret shopper reports). You must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Your employees, including independent contractors, must meet minimum standards for courteousness and customer service.

Your Protected Territory is not dependent upon you attaining minimum sales.

You may not relocate the Studio to any other location without our prior written consent. If we approve any relocation of the Studio, you must de-identify the former location. If you fail to de-identify your former Studio, you must reimburse and indemnify and hold us harmless from all costs and expenses, including attorney's fees, arising out of your failure to de-identify.

Area Development Agreement

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

The "Designated Search Area" under an area Development Agreement may be defined by zip code boundaries, county boundaries, highways, physical landforms, city or municipality boundaries and other factors we deem appropriate. You will receive no exclusive rights to the Designated Search Area. So long as you are in good standing and in compliance with the Area Development Agreement, we will not establish or license another to establish a Recovery Lab Studio in the Designated Search Area.

We reserve the right to:

(1) establish and operate, and allow others to establish and operate, Studios using the Marks and the System, at any location outside the Designated Search Area, on such terms and conditions we deem appropriate;

(2) establish, and allow others to establish, other businesses and distribution channels (including, but not limited to, sales made at wholesale or sales via the Internet), wherever located or operating and regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, that operate under the Marks or any other trade names, trademarks, service marks or commercial symbols that are the same as or different from Studios, and that sell products and/or services that are identical or similar to, and/or competitive with, those that Studios customarily sell;

(3) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Studios, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Designated Search Area);

(4) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at Recovery Lab Studios, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Designated Search Area; and

(5) engage in all other activities not expressly prohibited by the Area Development Agreement.

We are not required to pay you if we exercise any of the rights specified above inside your Designated Search Area.

You will submit a separate Location Report to us for our acceptance or rejection of a site for each Studio to be established within your Designated Search Area pursuant to your Area Development Agreement. You will use the independent third-party commercial real estate brokerage firm designated by us to assist you with selecting a site for each Studio and providing us with the Location Report for approval. We will approve or disapprove of the site within 30 days after receipt of the Location Report from you. If we approve your proposed site, it will become the Authorized Location for the Studio. Upon the signing of a Franchise Agreement for each Studio developed, we will define your Protected Territory, as described above in the third paragraph under the heading, "Franchise Agreement." Our then-current standards for site selection and protected territories will apply.

We may reduce the number of Studios to be developed in your Designated Search Area if you fail to (i) meet the development schedule under your Area Development Agreement, (ii) fail to comply with any

other term or condition of your Area Development Agreement, or (iii) fail to comply with any individual Franchise Agreement between you and us.

ITEM 13 TRADEMARKS

We grant you the right to operate a Studio under the name "RECOVERY LAB". You may also use other current or future trademarks to operate your Studio that we designate. By trademark, we mean trade names, trademarks, service marks, and logos used to identify the Studio. Our affiliate, The First Recovery Lab LLC, ("Licensor") has registered the following trademarks on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration No.	Registration Date
RECOVERY LAB (word mark)	7358072	April 16, 2024
	7418447	June 18, 2024
CRYO IN MY VEINS (word mark)	7531880	October 8, 2024

Affidavits of use and incontestability, and applications for renewal will be filed at the time specified by law.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks to you. The license agreement between Licensor and us has an indefinite term and does not significantly limit our right to use or license the trademarks in any manner that is material to the franchise. It can only be canceled or modified if we decide to no longer offer Recovery Lab Studio franchises, or if we do not protect the Marks or misuse them. Cancellation or modification of the license agreement we have with Licensor will not have any effect on our existing franchisees, who may continue to operate their Recovery Lab Studios until the end of the term of their Franchise Agreement.

There are no presently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor any pending material litigation involving any of the Marks which are relevant to their use in any state. There are no pending interference actions or opposition or cancellation proceedings that significantly limit our rights to use or license the use of the Marks in any manner material to the System.

We have no knowledge of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must use all Marks in compliance with your Franchise Agreement and the Manual. You cannot use the "Recovery Lab" name or any of the Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You

must not establish a website on the Internet using any domain name containing the Marks or any variation thereof without our written consent. We retain the sole right to advertise on the Internet and create a website using the Marks as domain names.

If it becomes advisable, in our sole discretion, for us to modify or discontinue use of any of the Marks, or use one or more additional or substitute Mark, you must comply with our directions to modify or otherwise discontinue the use of such Mark within a reasonable time after notice by us. We will not be obligated to compensate you for any costs it incurs in connection with any such modification or discontinuance.

You cannot seek to register, re-register, assert claim to ownership of, license or allow others to use or otherwise appropriate to itself any of the Marks or any mark or name confusingly similar to them, except insofar as such action inures to our benefit and has our prior written approval. Upon the termination or cancellation of the Franchise Agreement, you must discontinue use of the Marks, remove copies, replicas, reproductions or simulations thereof from the premises and take all necessary steps to assign, transfer, or surrender to us all Marks which you may have used in connection with the Franchise Agreement.

You must immediately notify us of any apparent infringement of or challenge to your use of the mark. Although not obligated to do so, we will take any action deemed appropriate and will control any litigation or proceeding. You must cooperate with any litigation relating to the Marks which we might undertake.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any right in or to any patents or copyrights that are material to the franchise. We do, however, claim common law copyright protection for the Manual. You do not receive the right to use any item covered by a patent or copyright, but you can use the proprietary information in the Manual and that you receive in training in the operation of the Studio. There currently are no effective determinations of the Copyright Office or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses known to us that could materially affect your use of the copyrighted materials in any state. Other than the License Agreement with Licensor, no agreement requires us to protect or defend any copyrights or you in connection with any copyrights.

Confidential Manuals

You must conduct business under your Franchise Agreement in the manner specified in the Manual or any other written or oral communication from us. We may revise the Manual from time to time, and you must comply with each new or changed standard. We will lend you a copy of the Manual after you complete our Initial Training Program. You must treat the Manual and the information contained in it, as confidential. You cannot copy these materials or show them to any unauthorized person. The Manual will remain our sole property.

Confidential Information

In general, our proprietary information includes “Confidential Information” as defined in Section 12 of the Franchise Agreement, some of which is contained in our Operations Manual, and includes, among

other things, all information (current and future) relating to the operation of Recovery Lab Studios and the System, including, among other things, all: (i) manuals, training, techniques, processes, policies, procedures, systems, data and know how regarding the development, marketing, operation of the Studio; (ii) designs, specifications and information about products and services and (iii) all information regarding customers and suppliers, including any statistical and/or financial information and all lists. We disclose to you Confidential Information needed for the operation of the Studio and you may learn additional information during the term of your franchise. We have all rights to the Confidential Information and your only interest in the Confidential Information is the right to use it under your Franchise Agreement.

We may require that you and each of your managers and employees execute covenants of confidentiality that they do not disclose any Confidential Information. We have the right to use and authorize others to use all ideas, techniques, methods and processes relating to the Studio that you or your employees conceive or develop.

All ideas, concepts, techniques, materials, processes, or improvements to a Recovery Lab Studio, whether or not constitutionally protectable intellectual property, and whether created by or on behalf of you, your owners, your employees, a third party, or otherwise, must be disclosed to us and will be deemed to be our property, part of the System, and works made for hire for us.

You must also promptly tell us when you learn about the unauthorized use of this proprietary information. We are not obligated to take any action, but we will respond to your notification of unauthorized use as we think appropriate.

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

We do not require, but do recommend, that you (or the Designated Operator) personally supervise the Studio. You may designate a Full-Time Manager who has successfully completed our Recovery Lab Training Program, and meets our then-current standards, to assist in the direct, day-to-day supervision of the operations of the Studio, or to be the on-premises supervisor if you choose not to personally supervise the Studio. If you are a business entity, your designated Full-Time Manager need not hold an ownership interest in the business to be the on-premises supervisor.

You are solely responsible for the hiring and management of the Studio employees, for the terms of their employment and for ensuring their compliance with any training or other requirements established by us. You will keep us advised, in writing, of any Full-Time Manager involved in the operation of the Studio and their contact information. Your Studio must, at all times, be managed by and staffed with at least one (1) individual who has successfully completed our Initial Training Program.

You and your employees must comply with the confidentiality provisions described in Item 14. You must execute a personal guaranty concurrently with the signing of the Franchise Agreement. If you are a legal entity, having more than one owner, all owners, shareholders, partners, joint venturers, and any other person who directly or indirectly owns a 10% or greater interest in the franchised business must execute a personal guaranty. We may require your spouse or domestic partner to co-sign the personal guaranty.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale and sell only those products and services that we authorize. You must offer and sell all products and services that we require. You must obtain products and services used in the operation of the Studio only from suppliers that we authorize or approve. Principally, this means you must

purchase the type and quantities of equipment we require for the Studio, including cryo and hyperbaric equipment, a red-light bed, spa tables, anti-gravity chairs, and other treatment and therapy equipment and merchandise, and offer only those types of wellness and recovery services that we authorize. Failure to comply with our purchasing restrictions can (and probably will) result in the termination of your Franchise Agreement. We may supplement, revise and/or modify our approved products and/or approved services as we deem appropriate, as well as our System Standards associated with the provision of these products/services. These changes will be outlined in our Manual or otherwise in writing, and there are no contractual limitations on our right to make these types of changes.

You may not advertise, offer for sale or sell, any products and/or services that we have not authorized. We reserve the right to change the types of authorized products and services at any time in our discretion. You agree to promptly undertake all changes as we require from time to time, without limit, except we will not require you to thoroughly modernize or remodel the Studio more than once every 5 years. You may not make any material alterations to your Studio, or its appearance as originally approved by us, without our prior written approval.

You must refrain from any merchandising, advertising, or promotional practice that is unethical or may be injurious to our business and/or other franchised businesses or to the goodwill associated with the Marks.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Franchise Agreement: Paragraph 3.1	The term is 10 years from the date the Franchise Agreement is signed.
b. Renewal or extension of term	Franchise Agreement: Paragraph 3.2	You have the option to extend the term for two consecutive 5-year periods with no renewal fee; alternatively, you may elect a renewal term of 20 years and pay us a "Renewal Fee" equal to 30% of the then-current Initial Franchise Fee.
c. Requirements for franchisee to renew or extend	Franchise Agreement: Paragraphs 3.2, 3.3, and 3.4	You have complied with all of the Franchise Agreement provisions; you are not in default of the Franchise Agreement; you have brought the Studio into compliance with our current standards; you have given us notice of renewal; you have signed a then-current form of Franchise Agreement; and you have signed a general release in substantially the form of **Exhibit E** to this disclosure document. You must give us notice of your intent to renew no less than 90

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		days or more than 180 days before the Franchise Agreement expires. The new Franchise Agreement may contain terms and conditions that are materially different from your original Franchise Agreement. If you select the 20-year renewal term, you will pay us a Renewal Fee equal to 30% of the then-current Initial Franchise Fee.
d. Termination by franchisee	Franchise Agreement: Paragraph 15.1	You may terminate the Franchise Agreement for cause if you are in compliance and we materially breach the Franchise Agreement and fail to cure within 30 calendar days of receiving your written notice (subject to applicable state law.)
e. Termination by franchisor without cause	Franchise Agreement: Not Applicable	The Franchise Agreement does not provide for termination without cause.
f. Termination by franchisor with cause	Franchise Agreement: Paragraph 15.2 and 15.3	We may terminate the Franchise Agreement upon delivery of notice to you if you default under the terms of the Franchise Agreement. A default by you under the terms and conditions of the Franchise Agreement, Area Development Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
g. "**Cause**" defined – curable defaults	Franchise Agreement: Paragraph 15.2B	The following constitute curable defaults: you fail to comply with the System Standards; or refuse to make payments due and do not cure within 10 business days; or fail to comply with any provision of the Franchise Agreement not otherwise mentioned in (h.) below or any mandatory specification and do not cure within 10 calendar days or 30 calendar days. A default by you under the terms and conditions of the Franchise Agreement, Area Development Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
h. "**Cause**" defined – non-curable defaults	Franchise Agreement: Paragraph 15.2A	The following events constitute non-curable defaults: failure to properly establish and equip the premises; failure to complete training; make a material misrepresentation or omission in the application for the franchise; conviction or plea of no contest to a felony, or other crime or

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		offense that can adversely affect the reputation of you, us or the Studio; make unauthorized disclosure of confidential information; abandonment of the business for 2 consecutive business days unless otherwise approved; surrender of control of the business; unauthorized transfer; you are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; your misuse of the Marks; failure on 3 occasions within any 12 consecutive month period to pay amounts due, or otherwise to comply with the Franchise Agreement; violate any health, safety or sanitation law or conduct your operation in a manner creating a safety hazard; or violating the rights and restrictions of your territory. Operating a competing business. A default by you under the terms and conditions of the Franchise Agreement, Area Development Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
i. Franchisee's obligation on termination/non-renewal	Franchise Agreement: Paragraphs 12, 13 and 15.4	Your obligations include: stop operations of the Studio; stop using the Marks and items bearing the Marks; cancel any assumed names that contain any of the Marks; de-identify the premises from any confusingly similar decoration, design or other imitation of a Recovery Lab Studio; stop advertising as a Recovery Lab franchise; pay all sums owed; pay all damages and costs we incur in enforcing the termination provisions of the Franchise Agreement; return the Manual and other confidential information to us; return all signs to us; at our option, assign your lease to the Premises to us; at our option, sell to us all assets of the Studio, including inventory, equipment, supplies and items bearing the Marks; and comply with the covenants not to compete.
j. Assignment of contract by franchisor	Franchise Agreement: Paragraph 14.7	We may sell or assign some or all of our business to any subsidiary or affiliate of Recovery Lab, any purchaser of Recovery Lab, or any purchaser of the Marks and related business.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
k. "Transfer" by franchisee definition	Franchise Agreement: Paragraph 14.1	You may sell or assign your business, but only with our approval. We have sole discretion over whether to approve or disapprove an assignment.
l. Franchisor approval of transfer by franchisee	Franchise Agreement: Paragraphs 14.1	We have the right to approve all your transfers. We may place reasonable conditions on our approval of any transfer.
m. Conditions for franchisor approval of transfer	Franchise Agreement: Section 14.3	You must be in compliance with all agreements, the Manual, all contracts with any party, and transferee must assume all obligations under these agreements; transferee meet our then-current requirements and complete or agree to complete our training program for new franchisees, at the transferee's own expense; all sums due must be paid; Franchisee must pay us a transfer fee and execute a general release (which shall be substantially similar to the form of General Release attached as **Exhibit E**); all obligations to third parties must be satisfied; the Studio must be in full compliance with the Manual and standards and specifications for new Recovery Lab Studios; the transferee must satisfactorily complete training.
n. Franchisor's right of first refusal to acquire franchisee's business	Franchise Agreement: Paragraphs 14.2	We have the right to match any offer. We can substitute cash for any other form of payment.
o. Franchisor's option to purchase franchisee's business	Paragraph 15.4 I	Upon termination, expiration, or non-renewal of the Franchise Agreement , we have the option**,** exercisable by giving 30 days written notice to purchase any and all inventory, equipment, furniture, fixtures, signs, sundries and supplies owned by you and used in the Studio, at the lesser of (i) your cost less depreciation computed on a reasonable straight line basis (as determined in accordance with generally accepted accounting principles and consistent with industry standards and customs) or (ii) fair market value of such assets, less (in either case) any outstanding liabilities of the Studio. In addition, we have the option to assume your lease for the lease location of the Studio, or if an assignment is prohibited, a sublease for the full remaining term on the same terms and

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		conditions as your lease.
p. Death or disability of franchisee	Franchise Agreement: Paragraph 14.5	Must be transferred within six (6) months.
q. Non-competition covenants during the term of the franchise	Franchise Agreement: Paragraph 13	You must not have any interest in any competitive business, including any wellness, recovery, athletic performance, or stretching business, or any business offering products and services of a similar nature to those of the Recovery Lab Studio (subject to applicable state law.)
r. Non-competition covenants after the franchise is terminated or expires	Franchise Agreement: Paragraph 13	For 2 years after the expiration, termination, non-renewal, or assignment, you must not operate any business offering services or products of a similar nature to those of the Recovery Lab Studios within a 25-mile radius of any Recovery Lab Studio, whether franchised or owned by us or any of our affiliates. These provisions are subject to applicable state law.
s. Modification of the Franchise Agreement	Franchise Agreement: Paragraph 16.5	The Franchise Agreement can be modified only by written agreement between us and you. We can modify or change the System through changes in the Manual.
t. Integration/merger clause	Franchise Agreement: Paragraph 19	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside the Disclosure Document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Franchise Agreement: Paragraph 16	Disputes/claims are first subject to a face-to-face meeting, then non-binding mediation, and if unresolved, binding arbitration before a single arbitrator in San Bernardino County, California. These provisions are subject to state law.
v. Choice of forum	Franchise Agreement: Paragraph 16.2	Any action that is not subject to arbitration must be brought in state or federal court in San Bernardino County, California. These provisions are subject to state law.
w. Choice of law	Franchise Agreement: Paragraph 16.4	California law applies, subject to applicable state law.

AREA DEVELOPMENT AGREEMENT

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

PROVISION	SECTION IN AREA DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
a. Length of the term of the Area Development Agreement	Section V	The rights granted under the Area Development Agreement expire on the date of our acceptance and signing of a Franchise Agreement for the last Studio to be developed in accordance with the Development Schedule.
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for developer to renew or extend	Not Applicable	Not Applicable
d. Termination by developer	Not Applicable	The Area Development Agreement does not contain a provision allowing you to terminate the Area Development Agreement for any reason. Your right to terminate is subject to state law.
e. Termination by franchisor without cause	Not Applicable	The Area Development Agreement does not provide for termination without cause.
f. Termination by franchisor with cause	Section VIII	If you are in default of the Area Development Agreement, we will have cause to terminate the agreement. A default by you under the terms and conditions of the Area Development Agreement, the Franchise Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
g. "Cause" defined – curable defaults	Not Applicable	The Area Development Agreement does not provide for defaults which can be cured.
h. "Cause" defined – non-curable defaults	Section VIII	The Area Development Agreement will terminate automatically if you are adjudicated bankrupt or are otherwise involved in a bankruptcy proceeding, if a final judgment remains unsatisfied of record for 30 days or longer (unless bond is filed), if execution is levied against your business or property, if a mortgage or lien

PROVISION	SECTION IN AREA DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
		foreclosure suit is instituted against you and is not dismissed or in the process of being dismissed within 30 days, if you have failed to exercise options and enter into Franchise Agreements with us according to your Development Schedule, failed to comply with any other term or condition of the Area Development Agreement, make or attempt to make an unapproved transfer or assignment of the Area Development Agreement, or if you fail to comply with the terms and conditions of any Franchise Agreement or other agreement between you and us. A default by you under the terms and conditions of the Area Development Agreement, the Franchise Agreement, or any other such agreement, will, at our option, constitute a default under all such agreements.
i. Developer's obligations on termination/ non-renewal	Section VIII(d)	You will lose your options to establish an individual Studio for which a Franchise Agreement has not been signed by us. A default under the Area Development Agreement will not be considered a default under the Franchise Agreement, unless specified otherwise. If you are in default of the Area Development Agreement but are not in default under any one or all of your Franchise Agreements, you may continue to operate the existing Studio(s) under the terms of their separate Franchise Agreements.
j. Assignment of contract by franchisor	Paragraph IX(a)	No restriction on our right to assign except that assignee must be financially responsible and economically capable of performing our obligations under the Area Development Agreement and assignee must expressly assume and agree to perform these obligations.
k. "Transfer" by developer - defined	Section IX(c)	Includes transfer of assets and all rights under the contract or change of ownership.

PROVISION	SECTION IN AREA DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
l. Franchisor approval of transfer by developer	Section IX(c)	We have the right to approve all transfers by you but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section IX(c)-(g)	For a transfer to a third party, the transferee must meet our qualifications for developers, assume all of Developer's obligations under the Area Development Agreement and under each Franchise Agreement that Developer entered into, and sign the then-current form of Area Development Agreement. You will pay all sums owed to us, sign a general release, and pay the then-current transfer fee. You must give us 90 days written notice before any sale or assignment of the Area Development Agreement and 15 days written notice of any received offer to buy your interest in the Area Development Agreement. You must give simultaneous written notice to us of any offer to sell an interest under the Area Development Agreement made by you.
n. Franchisor's right of first refusal to acquire developer's business	Section IX(e)	We have the right of first refusal to purchase your ownership interest or assets which are for sale and for which you have received a good faith offer to purchase.
o. Franchisor's option to purchase developer's business	Section IX(e)	We have 15 days from notice of the offer to purchase your ownership interest or your assets at the same terms as contained in the offer.
p. Death or disability of developer	Not Applicable	See k., l. and m. above. While your death or disability is not specifically addressed in the Area Development Agreement, a transfer of shares upon the death of an owner of the area developer (or a transfer of the agreement upon your death if you are an individual) would be treated the same as any other transfer.
q. Non-competition covenants during the term of the franchise	Section X	You must not divert or attempt to divert any business or customer to a competitor or perform any act which may harm the goodwill associated with the Marks and the System; or own or otherwise have any

PROVISION	SECTION IN AREA DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
		interest in any "competitive business." You will also be bound by and comply with the covenants in each Franchise Agreement you sign with us. The covenants apply even if you have transferred your interest in the Area Development Agreement. The term "Competitive Business" means any business (other than a Recovery Lab Studio) principally offering products substantially similar to the products and services than being offered by the majority of the Recovery Lab Studios. These provisions are subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	Section X(b)	You must not have any interest in any competitive business, including any wellness, recovery, athletic performance, or stretching business, or any business offering products and services of a similar nature to those of the Recovery Lab Studio for 2 years after the Area Development Agreement is terminated within the Designated Search Area or within a 25-mile radius of any Recovery Lab Studio. You will also be bound by and comply with the covenants in each Franchise Agreement signed with us. The covenants apply even if you have transferred your interest in the Area Development Agreement. These provisions are subject to applicable state law.
s. Modification of agreement	Section XVI	The Area Development Agreement can be modified only by written agreement between us and you.
t. Integration/ merger/clause	Section XVI	Only the terms of the Area Development Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside the Disclosure Document and the Franchise Agreement may not be enforceable.

PROVISION	SECTION IN AREA DEVELOPMENT AGREEMENT OR OTHER AGREEMENT	SUMMARY
u. Dispute resolution by arbitration or mediation	Section XIX	Disputes/claims are first subject to a face-to-face meeting, then non-binding mediation, and if unresolved, binding arbitration before a single arbitrator San Bernardino County, California. These provisions are subject to state law.
v. Choice of forum	Section XIX(e)	Any action that is not subject to arbitration must be brought in state or federal court in San Bernardino County, California. These provisions are subject to state law.
w. Choice of law	Section XIX(h)	California law applies (subject to applicable state law.)

Applicable state law may require additional disclosures related to the information in this disclosure document. These additional disclosures appear in **Exhibit F,** State Specific Addenda, to this disclosure document.

ITEM 18 PUBLIC FIGURES

We do not currently use any public figure or personality to promote the franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

Historic Gross Sales for Affiliate-Owned Studios

The following is a historic financial performance representation containing actual sales results and operating income results from each of the three (3) Recovery Lab Studios currently owned and operated by our affiliate, The First Recovery Lab LLC. The Recovery Lab Studios owned by our affiliate are substantially similar to the Recovery Lab Studios offered in this disclosure document.

All the Recovery Lab Studios currently owned by our affiliate are located in southern California, in the cities of Corona, La Verne, and Rancho Cucamonga. The first Studio our affiliate opened was the "Rancho Cucamonga" Studio, in October 2015, which has been in operation for over 10 years; the "La Verne" Studio was opened in April 2017 and has been in operation for nearly 9 years; and the "Corona" Studio opened in October 2022 and has been in operation for 3 years. At the time of this disclosure document, there are no franchised Recovery Lab Studios in operation.

Some Recovery Lab Studios have sold these amounts. Your individual results may differ. There is no assurance that you'll sell as much.

The Gross Sales disclosed in Table 1 below are for the full 12-month calendar years of 2023, 2024, and 2025. The source of the sales data is the business management software programs and point-of-sale systems used by our affiliate to track the sales at the Studios.

Table 1
Gross Sales* from Affiliate-Owned Studios

Location	2023	2024	2025
Corona	$384,834.47	$585,002.49	$828,637.47
La Verne	$462,384.57	$559,202.80	$662,565.45
Rancho Cucamonga	$549,165.69	$701,853.25	$812,971.34

* The term "Gross Sales" means the total revenues received from the sale of goods and services at or in connection with the Recovery Lab Studio, less sales taxes or similar taxes or refunds.

Table 2 below presents the Net Operating Income for each of the three (3) Recovery Lab Studios owned and operated by our affiliate for fiscal year 2025. The figures are derived from the profit and loss statements and other accounting records of our affiliate for those Studios.

Table 2
Net Operating Income from Affiliate-Owned Studios for Fiscal Year 2025**

Location	2025
Corona	$262,679.22
La Verne	$144,494.21
Rancho Cucamonga	$247,930.92

** The term "Net Operating Income" means the revenue generated by the affiliate-owned Studios from the sale of goods and services, less cost of goods sold and operating expenses incurred in operating the Studios, as reflected in the accounting records of our affiliate that owns and operates those Studios. Operating expenses generally include payroll and related labor costs, rent, utilities, advertising and marketing expenses, insurance, merchant service fees, software subscriptions, repairs and maintenance, supplies, professional fees, and other ordinary operating expenses. Because franchisees operate their Studios independently and may incur different expenses, your results may differ.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Recovery Lab Franchising LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of the outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Jose Luis Zuniga, at Recovery Lab Franchising LLC, 8351 Rochester Ave., Suite

108, Rancho Cucamonga, CA 91730, (909) 833-1003, the Federal Trade Commission and any appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2023 TO 2025

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
FRANCHISED	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
COMPANY-OWNED *	2023	3	3	0
	2024	3	3	0
	2025	3	3	0
TOTAL OUTLETS	2023	3	3	0
	2024	3	3	0
	2025	3	3	0

*The Company-owned Outlets are owned and operated by our affiliate, The First Recovery Lab LLC.

TABLE 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR THE YEARS 2023 TO 2025

STATE	YEAR	NUMBER OF TRANSFERS
ALL STATES	2023	0
	2024	0
	2025	0
TOTAL OUTLETS	2023	0
	2024	0
	2025	0

TABLE 3
STATUS OF SINGLE UNIT FRANCHISE OUTLETS
FOR YEARS 2023 TO 2025

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMI-NATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS -OTHER REASONS	OUTLETS AT END OF THE YEAR
ALL STATES	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
TOTAL	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

TABLE 4
STATUS OF COMPANY-OWNED OUTLETS*
FOR YEARS 2023 TO 2025

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF THE YEAR
California	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	0	3
Totals	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	0	3

*The Company-owned Outlets are owned and operated by our affiliate, The First Recovery Lab LLC.

TABLE 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2025

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR
California	2	2	0
TOTAL	2	2	0

A list of the names, addresses and telephone numbers of our current franchisees as of the Issuance Date of this disclosure document is attached as **Exhibit G**.

A list of the names, addresses and telephone numbers of our franchisees who have had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date of this franchise disclosure document, is attached as **Exhibit H.**

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

Confidentiality Clauses

In the last three fiscal years, none of our franchisees have entered any confidentiality agreements that restrict their ability to speak openly about their experience with our franchise system.

Trademark-Specific Franchisee Organizations

There are no trademark-specific franchisee organizations.

ITEM 21 FINANCIAL STATEMENTS

We have not been in business for three years or more and cannot include all the financial statements required by the FTC Rule for our last three fiscal years. Our fiscal year end is December 31. Attached to this disclosure document, as **Exhibit C,** are our audited financial statements for our fiscal years ended December 31, 2025, and December 31, 2024.

ITEM 22 CONTRACTS

The following agreements are attached to this disclosure document:

Exhibit A	Franchise Agreement and Exhibits
	Exhibit 1 Authorized Location Addendum
	Exhibit 2 Electronic Funds Transfer Agreement
	Exhibit 3 Electronic Debit Authorization
	Exhibit 4 Guarantee
	Exhibit 5 Addendum to Lease
Exhibit E	Form of General Release
Exhibit F	State Specific Addenda
Exhibit I	Area Development Agreement
Exhibit J	Statement of Prospective Franchisee

ITEM 23 RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located on the last two pages of this disclosure document, as Exhibit L.

Exhibit A
To Franchise Disclosure Document

FRANCHISE AGREEMENT AND RELATED EXHIBITS

RECOVERY LAB FRANCHISING LLC

FRANCHISE AGREEMENT AND RELATED EXHIBITS

RECOVERY LAB FRANCHISE AGREEMENT
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EXHIBITS

EXHIBIT 1	AUTHORIZED LOCATION ADDENDUM
EXHIBIT 2	ELECTRONIC FUNDS TRANSFER AGREEMENT
EXHIBIT 3	ELECTRONIC DEBIT AUTHORIZATION
EXHIBIT 4	GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT
EXHIBIT 5	ADDENDUM TO LEASE

RECOVERY LAB
FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made effective as of the Effective Date, by and between RECOVERY LAB FRANCHISING LLC, a California limited liability company, doing business as "RECOVERY LAB" ("Franchisor") and _____, or his/her/their assignee, if a partnership, corporation or limited liability company is later formed ("Franchisee"), upon the terms, conditions, covenants, and agreements set forth herein. The "Effective Date" is the date Franchisor signs this Agreement as shown beneath its signature hereto.

RECITALS

A. The First Recovery Lab LLC (formerly known as Reliable Wholesale, LLC), a California limited liability company, ("Licensor") owns and has developed and administers a system (the "System") for the establishment and operation of wellness center businesses offering recovery therapies and services, including cryotherapy, mobility stretching, Normatec compression, rock blading/rock taping, cupping, hyperbaric oxygen therapy, and percussion therapy (the "Recovery Lab Studios"). Such businesses are identified by the RECOVERY LAB® trade name, logos, trademarks and service marks, and other related trade dress, as licensed hereunder (the "Marks").

B. The System and its distinguishing characteristics include, but are not limited to, various wellness-related therapies and proprietary techniques and methods used to treat injuries, manage pain, and facility recovery; the Marks; trade secrets; copyrights; confidential and proprietary information, including, without limitation, proprietary methods, procedures, standards and specifications set out in the confidential Operations Manuals (collectively, the "Manual") and otherwise in writing; customer service standards and methods; marketing techniques; specifications for the recovery equipment, inventory, furniture and fixtures; cost controls; accounting and reporting procedures; and the distinctive interior design, layout, and color scheme and décor. Licensor may change, improve, add to, and further develop the elements of the System from time to time.

C. Pursuant to a written agreement dated September 16, 2024, Franchisor has licensed from Licensor the non-exclusive rights to franchise the System and the Marks in connection with its franchise program.

D. Franchisor grants to qualified persons, who are willing to undertake the required investment and effort, a license to establish and operate a Recovery Lab Studio.

E. Franchisee desires to obtain a license to use the System in the development and operation of a Recovery Lab Studio at the location specified in this Agreement (the "Studio").

NOW, THEREFORE, in consideration of the foregoing, the fees and other sums payable by Franchisee and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. GRANT OF FRANCHISE; LOCATION

1.1 **Grant**. Franchisor grants to Franchisee the non-exclusive right and license to:

A. Establish and operate a single Studio utilizing only the System and the Marks, at a

location that has been authorized by Franchisor (the "Authorized Location"), in accordance with the provisions and for the term specified in this Agreement;

B. Use the Marks of Franchisor under the terms of this Agreement to identify and promote the Studio offered hereunder; and

C. Use the proprietary recovery methods and know-how, as set forth periodically in Franchisor's operations manual, other manuals, training programs, or otherwise communicated to Franchisee.

1.2 **Site Acceptance Process and Authorized Location**. Before Franchisor considers accepting a location for the Studio, Franchisee must submit to Franchisor a complete report containing all information Franchisor may reasonably request concerning the proposed location, including, without limitation, population density, demographics, proximity to other Recovery Lab Studios and to other wellness center businesses, available parking, traffic flow and entrance to and exit from the site (the "Location Report"). Franchisee agrees to hire and use the independent third-party commercial real estate brokerage firm designated by Franchisor to assist Franchisee with selecting a site for the Studio and providing Franchisor with the Location Report for approval. Franchisee must submit a proposed site location with a Location Report to Franchisor within five (5) months of the execution of this Agreement. Franchisor shall deliver to Franchisee written acceptance or rejection of a proposed location within 30 days after Franchisor receives the Location Report. Franchisor's approval of the proposed site shall be deemed to be a binding addendum to this Agreement upon Franchisor and Franchisee's execution of Exhibit 1, which is attached hereto and incorporated herein by reference, and which will set forth the Authorized Location. Franchisor agrees not to unreasonably withhold its acceptance of a site that meets its site criteria. Franchisee acknowledges that Franchisor's approval of a proposed site is permission only and not an assurance or guaranty to Franchisee of the availability, suitability or success of a location, and cannot create a liability for Franchisor. While Franchisor will provide site selection assistance as specified in Section 6.1 herein, Franchisee alone is ultimately responsible for selecting and developing an acceptable location for the Studio. Franchisee agrees to hold Franchisor harmless with respect to the selection of the Authorized Location by Franchisee. Franchisee must obtain lawful possession of an Authorized Location by lease, purchase or other method and open for regular, continuous business within twelve (12) months of the date that Franchisor accepts this Agreement. The opening date may be extended an additional two (2) months in certain instances, as explained in Section 2.2D, below. If Franchisor, at its sole discretion, elects to extend the opening date an additional two (2) months and Franchisee still has not yet opened for business at the end of such period, Franchisee may extend the opening date up to an additional three (3) months for a fee ("Late Opening Fee") of $1,000 per month, paid to Franchisor. If Franchisee has not opened for business after such extended opening periods (i.e., a total of 5 months), Franchisor may elect to terminate this Agreement or, at its sole discretion, allow Franchisee to extend the opening date up to an additional three (3) months for a Late Opening Fee of $1,500 per month. Franchisor has the right to terminate this Agreement if Franchisee fails to select a site for the Studio that is acceptable to Franchisor and be open for regular, continuous business within the time periods allotted above.

1.3 **Designated Search Area**. If the Authorized Location has not been identified on Exhibit 1 at the time this Agreement is executed, Franchisee must search for an acceptable location for the Studio within the following "Designated Search Area" and secure Franchisor's acceptance of the proposed location. **Designated Search Area**:_____.
The Designated Search Area has been identified for the sole purpose of facilitating the orderly

development of the market, and not for purposes of granting Franchisee any exclusivity or protection within the Designated Search Area. Franchisee acknowledges and agrees that Franchisor does not guarantee that Franchisee will find an acceptable site within the Designated Search Area.

1.4 **Protected Territory**. Once the Authorized Location for the Studio has been identified on Exhibit 1, Franchisor agrees that, so long as Franchisee is in good standing, neither it nor its affiliates will operate or establish, or authorize another Recovery Lab franchisee to operate or establish, a Recovery Lab Studio within a certain geographic area ("Protected Territory") around the Authorized Location. The Protected Territory may be a radius up to three (3) miles around the Authorized Location (as measured from the outside walls of the Studio) in suburban environments, and, in Franchisor's sole discretion, the Protected Territory may also include an area defined by a zip code(s) mutually agreed upon by Franchisor and Franchisee. In dense urban environments, such as downtown metropolitan areas, the Protected Territory may be a radius of less than one (1) mile from the primary customer entrance of the Studio. The Protected Territory will be defined in Exhibit 1, hereto. Franchisee agrees not to solicit business from customers in another Recovery Lab franchisee's protected territory.

1.5 **Rights Reserved to Franchisor**.

A. Except for the right to operate a single Recovery Lab Studio from the Authorized Location, Franchisee is not granted any rights to use the System and Marks in connection with any other channel of commerce or method of distribution, including, without limitation, distribution of products or services through any temporary or mobile facilities, sales through retail stores that do not operate under the Marks, sales made at wholesale, or sales via the Internet (collectively, the "Alternative Channels of Distribution"), all such rights being retained by Franchisor.

B. Franchisor reserves all rights not expressly granted to Franchisee under this Agreement, and specifically reserves the rights to operate, or to license others to operate:

(i) any kind of business in the Protected Territory awarded to Franchisee selling to customers located anywhere, whether or not using the Recovery Lab brand and System, except for a Recovery Lab Studio; and

(ii) any kind of business anywhere outside of the Protected Territory awarded to Franchisee selling to customers located anywhere, whether or not using the Recovery Lab brand and System, including without limitation, Recovery Lab Studios.

C. Notwithstanding anything to the contrary in this Agreement or otherwise, Franchisor and/or any of Franchisor's affiliates can acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) located anywhere, including arrangements in which (i) other fitness facilities are (or are not) converted to the Recovery Lab brand or other format (including using the System and/or Marks) and/or (ii) Franchisor and/or any of Franchisor's affiliates are acquired, and/or company-owned, franchised or other businesses are converted to another format, maintained under the System or otherwise. All Studios owned by Franchisee will fully participate in any such conversion at Franchisee's expense, which shall not exceed $25,000. Franchisee shall have a period of twelve (12) months to complete the conversion.

2. ACCEPTANCE BY FRANCHISEE

2.1 **Acceptance by Franchisee**. Franchisee accepts this Agreement and the license granted herein and agrees to develop and operate the Studio on the terms and conditions specified herein. Franchisee agrees to follow the System requirements in the operation of its Studio, including, without limitation, its facilities, staff, advertising, operations, and all other aspects of Franchisor's business and the System now in effect and changed periodically. If this is Franchisee's first Recovery Lab Studio, then Franchisee (and/or its Designated Operator, as defined in Section 17.3) and its full-time manager(s) ("Full-Time Manager") must attend and complete Franchisor's initial training program to Franchisor's satisfaction, as set forth in Section 6.3 of this Agreement.

2.2 **Conditions**. The rights being licensed herein are subject, without limitation, to the following conditions:

A. Franchisee's business and the Studio shall be identified only by those Marks approved in writing by Franchisor with at least one outside sign as designated by Franchisor.

B. Concurrently, with the signing of this Agreement, Franchisee must execute a personal guaranty in the form attached hereto as Exhibit 4 ("Personal Guaranty"). In the event Franchisee is a legal entity having more than one owner, all owners, shareholders, partners, joint venturers, and any other person who directly or indirectly owns a 10% or greater interest in Franchisee (the "Owners") must execute the Personal Guaranty. Any person or entity that at any time after the date of this Agreement becomes an Owner, pursuant to Section 14 or otherwise, shall, as a condition of becoming an Owner, execute Franchisor's then-current form of Personal Guaranty. Franchisor reserves the right to require any such guarantor's spouse or domestic partner under local law to co-sign the Personal Guaranty.

C. Franchisee shall submit the lease for the Studio to Franchisor for its written consent before Franchisee executes the lease for the Authorized Location. The lease must contain the provisions outlined in Section 7.2 and Exhibit 5 ("Lease Addendum").

D. Franchisee agrees that it shall open the Studio for regular, continuous business no later than twelve (12) months after this Agreement is signed by Franchisor. If, through no fault of Franchisee, the Studio has not opened after twelve (12) months and Franchisor determines, at its sole discretion, that Franchisee has made substantial progress towards opening the Studio, Franchisor may elect to extend the period of time to open for an additional two (2) months.

E. Franchisee agrees at all times to comply with the Manual, standards, operating systems, and other aspects of the System (collectively, the "System Standards") prescribed by Franchisor, which are subject to change at Franchisor's discretion.

3. TERM AND RENEWAL

3.1 **Term**. The term of this Agreement shall be for a period of ten (10) years beginning on the date this Agreement is accepted by Franchisor; provided, however, the term of this Agreement shall be shortened (but not extended) to conform to the term of the lease for the Authorized Location (if the lease is shorter than ten (10) years.) Franchisee agrees to operate the Studio for the entire term of this Agreement, unless Franchisee receives Franchisor's prior written approval to transfer its interest in the

franchise pursuant to Section 14 of this Agreement, or unless the lease for the Authorized Location is terminated at no fault of Franchisee and Franchisee cannot find an alternative location to operate the franchise that is acceptable to Franchisor.

3.2 **Renewal**. Unless terminated at an earlier date, upon the expiration of the initial term, Franchisee shall have the right to renew this Agreement for two (2) consecutive five (5) year terms, or for option terms equal to the new or extended term of the lease for the Authorized Location (or suitable alternative location approved by Franchisor), with no renewal fee charged for such options. Alternatively, Franchisee may elect a renewal term of twenty (20) years and pay Franchisor a "Renewal Fee" equal to 30% of the then-current Initial Franchise Fee. Any renewal of this Agreement is subject to satisfaction of each of the following conditions:

A. Prior to each such renewal, Franchisee shall execute Franchisor's standard form franchise agreement being offered at the time of each such renewal. The provisions of each such renewal franchise agreement may differ from and shall supersede this Agreement in all respects, including, without limitation, changes in royalty and advertising fees, except that Franchisee shall pay the renewal fee specified in Section 3.2.F., instead of the initial franchise fee. Franchisee's failure or refusal to execute and return Franchisor's then-current standard form Franchise Agreement to Franchisor within thirty (30) days after receipt by Franchisee shall constitute Franchisee's election not to renew;

B. Franchisee shall demonstrate that it has the right to remain in possession of the Authorized Location for the duration of the renewal term, or that it has been able to secure and develop an alternative site acceptable to Franchisor;

C. In consideration of each such renewal of the franchise, Franchisee shall execute a general release in the form and substance satisfactory to Franchisor, releasing any and all claims against Franchisor and its affiliates, officers, directors, employees and agents;

D. At Franchisee's sole expense, Franchisee and Franchisee's supervisorial or managerial personnel shall complete such training as Franchisor may require in order to bring Franchisee into conformity with the then-current qualifications and training requirements for new franchisees.

E. Franchisee, at its expense, shall have completed or made arrangements to make such renovation and modernization of the Studio, including the interior and exterior of the building, grounds, leasehold improvements, signs, furnishings, fixtures, therapy and treatment equipment, and décor, as Franchisor reasonably requires so the Studio conforms with the then-current standards and image of Franchisor;

F. Franchisee, during the term of this Agreement, shall have substantially complied with all of the provisions of this Agreement and all other agreements with Franchisor, and shall be in compliance with the Manual and with Franchisor's policies, standards and specifications on the date of the notice of renewal and at the expiration of the initial term;

G. Franchisee shall pay to Franchisor any applicable renewal fee (e.g., 30% of the then-current Initial Franchise Fee for a 20-year renewal term); and

H. Franchisee shall have given Franchisor written notice of renewal no less than 90 days or more than 180 days before expiration of the initial term.

I. For any lease term which extends the underlying lease for a period of time in excess of the remaining term of the Franchise Agreement, or any renewal period for the Franchise Agreement, Franchisee must obtain Franchisor's prior written consent to permit either the extended lease term or any additional franchise term.

3.3 **Franchisor's Refusal to Renew Franchise**. Franchisor may refuse to renew the franchise if Franchisee is in default under this Agreement, or any other agreement with Franchisor or an affiliate of Franchisor; if Franchisee has had two or more defaults, whether cured or not, during the term of this Agreement; or if Franchisee fails to satisfy any of the foregoing conditions. Subject to the above, Franchisor will not unreasonably deny renewal of a Franchise.

3.4 **Notice of Expiration Required by Law.** If applicable law requires that Franchisor give a longer period of notice to Franchisee than herein provided prior to the expiration of the initial term or any additional term, Franchisor will give such additional required notice. If Franchisor does not give such required additional notice, this Agreement shall remain in effect on a month-to-month basis until Franchisee has received such required notice.

4. TRADEMARK STANDARDS

4.1 **Name and Ownership**. Franchisee acknowledges the validity of the Mark "RECOVERY LAB" and all other Marks that now or in the future are or will be part of the System and agrees and recognizes that the Marks are the sole and exclusive property of Franchisor. Franchisee further acknowledges that Franchisee's right to use the Marks is derived solely from this Agreement and is limited to the conduct of a Recovery Lab Studio pursuant to and in compliance with this Agreement and all applicable standards, specifications and operating procedures prescribed by Franchisor from time to time. Any unauthorized use of the Marks by Franchisee shall be a breach of this Agreement and an infringement of the rights of Franchisor and its affiliates. Franchisee's use of the Marks inures to the benefit of Franchisor, which owns all goodwill now and hereafter associated with the Marks. Franchisee agrees not to contest ownership or registration of the Marks. Franchisor owns all right, title and interest in and to the Marks, and Franchisee has and acquires hereby only the qualified license granted in this Agreement.

4.2 **Use**.

A. Franchisee shall not use any Mark as part of the name of any corporation, limited liability company or other entity that Franchisee may form, including any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee shall display and use the Marks only in the manner and form prescribed or authorized by Franchisor and shall conduct no other business than that prescribed by Franchisor. Franchisee shall not use any other mark, name, commercial symbol or logotype in connection with the operation of the Studio and shall not market any product relating to the Studio without Franchisor's prior written consent, and if such consent is granted, such product must be marketed in a manner acceptable to Franchisor. Franchisor may also permit Franchisee to use from time-to-time other trademarks, service marks, trade names and commercial symbols as may be designated in writing. Franchisee and its employees and agents will not engage in any acts or conduct that impair the goodwill associated with the Marks.

B. Franchisee agrees to give such notices of trademark and service mark registrations and copyrights as Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law.

C. Franchisee is prohibited from using the Marks in advertising, promotion or otherwise, without the appropriate "©" or "®" (copyright and registration marks) or the designations "TM" or "SM" (trademark and service mark), where applicable.

D. Franchisee must not establish a website, a URL, or any email account(s) using any domain name containing the Marks or any variation thereof without the prior written consent of Franchisor.

E. Franchisee and its employees and agents will not engage in any acts or conduct that impairs the goodwill associated with the Marks.

4.3 **Litigation**. Franchisee agrees to notify Franchisor immediately in writing if it becomes aware that any person who is not a licensee of Franchisor is using or infringing upon any of the Marks. Franchisee may not communicate with any person other than Franchisor and its counsel in connection with any such use or infringement. Franchisor will have discretion to determine what steps, if any, are to be taken in any instance of unauthorized use or infringement of any of its Marks and will have complete control of any litigation or settlement in connection with any claim of an infringement or unfair competition or unauthorized use with respect to the Marks. Franchisee will execute any and all instruments and documents and will assist and cooperate with any suit or other action undertaken by Franchisor with respect to such unauthorized use or infringement such as by giving testimony or furnishing documents or other evidence. Franchisor will be responsible for legal expenses incurred by Franchisor in connection with any litigation or other legal proceeding involving such third party. Franchisor shall not be liable for any legal expenses of Franchisee unless approved in writing by Franchisor in its discretion.

4.4 **Modification, Discontinuance or Substitution**. As the System evolves over time, the current "RECOVERY LAB" trade name, logos, and other Marks may change. Franchisor reserves the right, if necessary, in Franchisor's sole judgment, to change the principal Mark(s) of the System on a national or regional basis. Upon receipt of notice of any such change from Franchisor, Franchisee shall promptly, at Franchisee's expense, adopt a new principal Mark(s) designated by Franchisor to identify the Studio. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's change of any Mark. Franchisor shall have no liability for any expenses or damages incurred by Franchisee as a result of Franchisor's election to change the use of any or all of the Marks.

4.5 **Franchisor's Revenues**. Franchisor and its affiliates may offer to sell to Franchisee at a reasonable profit various goods and services, and reserve the right to receive fees or other consideration in connection with "Recovery Lab" sales promotion and advertising programs or from System vendors.

5. FEES

5.1 **Initial Franchise Fee.** Franchisee agrees to pay Franchisor an Initial Franchise Fee in the sum of $39,000 for a single Recovery Lab Studio upon the execution of this Agreement in the form of a cashier's check, wire transfer or electronic check ("eCheck"). If Franchisee wishes to purchase an additional

Recovery Lab Studio, the Initial Franchisee Fee will be reduced to $34,000 for such additional Studio. If Franchisee enters into an area development agreement ("Area Development Agreement") with Franchisor for the development of three (3) or more Recovery Lab Studios, the Initial Franchise Fee under this Agreement will be $39,000 for the first Studio and $34,000 for each subsequent Studio developed in accordance with the terms of the Area Development Agreement. The Initial Franchise Fee is used, among other things, to offset Franchisor's costs and expenses relating to site selection assistance, initial training, establishment of suppliers, inspection, testing and other quality control programs, design assistance, project management, initial marketing and grand opening assistance, as well as Franchisor's other costs in helping Franchisee open the franchise. The Initial Franchise Fee shall be fully earned by Franchisor upon payment and is not refundable, in whole or in part, under any circumstances.

5.2 **Royalty Fee**. Beginning from the day Franchisee starts receiving payments for services and products in connection with the Studio, which may be before the Studio first opens for business, and continuing during the term of this Agreement, Franchisee agrees to pay Franchisor monthly, without setoff, credit or deduction of any nature, a royalty fee (the "Royalty Fee"). The Royalty Fee will be equal to six percent (6%) of Franchisee's Gross Sales (as that term is defined in Section 5.3, below) generated by the Studio over the immediately preceding month. Franchisee authorizes Franchisor to collect payment of the Royalty Fee each month using the method(s) of payment as specified in Section 5.9, below.

5.3 **Definition of Gross Sales**. "Gross Sales" as used herein shall mean the total revenues Franchisee receives, directly or indirectly, from all business conducted at or in connection with the Studio, including, but not limited to, the sale and pre-sale of memberships, therapy and treatment services, branded products, gift cards, and other products and services at or through the Studio, and all proceeds from any business interruption insurance related to the non-operation of the Studio. "Gross Sales" does not include (i) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, or (ii) the amount of any bona fide refunds, returns, credits, or allowances issued or granted to clients of the Studio in good faith and credited in full or partial satisfaction of the price of products or services offered in connection with the Studio.

5.4 **Marketing Fund Contribution.** Beginning in the second month after the opening of the Studio and continuing throughout the term of this Agreement, Franchisee agrees to pay Franchisor monthly one percent (1%) of Franchisee's Gross Sales, without set-off, credit or deduction of any nature, for national advertising and marketing services (the "Marketing Fund Contribution"), at the same time and in the same manner as the Royalty Fee is paid. The Marketing Fund Contribution shall be expended in accordance with Section 9.1 herein.

5.5 **Local Marketing/Advertising Expenses.** Beginning in the third month after the Studio opens for business, Franchisee agrees to spend no less than the minimum amounts required by Franchisor each month on local marketing, advertising and promotion of the Studio. If required by Franchisor, Franchisee agrees to hire and use approved suppliers designated by Franchisor for its local marketing and advertising. Franchisee will pay such third-party suppliers directly for their products and services. Currently, Franchisor requires Franchisee to spend each month a minimum of $2,600 on social media advertising, $1,400 on search engine optimization, and $800 on pay-per-click advertising. Franchisor may increase or decrease such minimum spending requirements to reflect inflation, changes in third-party supplier fees, or modifications to the System's marketing program; however, any increase will not exceed 5% per year or the annual U.S. Inflation Rate, whichever is greater. Franchisor will provide

Franchisee with at least thirty (30) days' prior written notice of any change to the minimum spending requirements. If Franchisor does not increase the required spending in a certain year, Franchisor may compound the amount of the increase in the next year to cover two years of increases (i.e., the prior year's increase and the current year's increase.) When/if Franchisee reaches Gross Sales of $83,000 per month, Franchisee may reduce its minimum required local marketing/advertising spending by 20%. Any reduction will apply to the advertising spend component of the required marketing programs and will not apply to fixed service or subscription fees charged by approved vendors. However, if Franchisee's Gross Sales drop below $83,000 per month, then Franchisee will be required to resume spending the minimum monthly amount on marketing and advertising expenses. (See Section 9.2 for more details on Local Marketing/Advertising.)

5.6 **Advertising Cooperative**. If Franchisor establishes a local or regional advertising cooperative to promote the Studio in Franchisee's market area, Franchisee will be required to contribute to the cooperative in such amounts as are determined by the majority of its members, which amounts may be a combination of the Marketing Fund Contribution and Franchisee's required local marketing/advertising spending; however, in no event will Franchisee be required to pay more than the total combined Marketing Fund Contribution and the minimum required local marketing/advertising spending for Cooperative Advertising. (See Sections 9.5 and 9.6 for more details on Advertising Cooperatives.)

5.7 **Technology Fee**. Franchisee agrees to pay Franchisor a monthly fee for certain technology products and services provided by Franchisor ("Technology Fee"). The Technology Fee will help cover the costs and expenses associated with developing, implementing, licensing or otherwise using and integrating the technology Franchisor determines appropriate to provide as part of the System or otherwise in connection with the Studio. The Technology Fee may be used for establishing and maintaining the Recovery Lab intranet, extranet, online portal, website, online advertising tools, a mobile application, microsites for the Studios, and other technology for use in connection with the Recovery Lab Studios. Currently, the Technology Fee is $200 per month. Upon 30 days' written notice to Franchisee, Franchisor may increase this fee due to inflation but not more than 5% per year or the annual U.S. Inflation Rate, whichever is greater. Increases may be compounding, at Franchisor's discretion.

5.8 **Software Program Fees**. Franchisor may, at its option, make available to Franchisee certain software programs that Franchisee is required to use in the operation of the Studio and charge Franchisee a fee for the use of such software. Franchisor may provide a single software program or bundle the costs of multiple software programs and charge Franchisee one monthly fee for all the software programs, including an administrative fee (collectively, "Software Program Fees"). Franchisor may also charge Franchisee any applicable setup fees associated with the software programs. If Franchisor elects to provide this service to Franchisee, Franchisor will pay the third-party vendors directly for all fees associated with the use of the software programs, and Franchisee agrees to pay Franchisor monthly for the Software Program Fees as specified in Section 5.9, below.

5.9 **Methods of Payment; Electronic Transfer.**

A. Franchisor reserves the right to collect the Royalty Fee, Marketing Fund Contribution, Technology Fee, and any other fees owed to it by Franchisee via any method that Franchisor determines appropriate, including without limitation: (i) by collecting the amounts owed directly through the business management software, point-of-sale ("POS") and/or payment processing software that

Franchisor designates for use in connection with the franchised business; and/or (ii) by pre-authorized electronic debit to Franchisor's bank or other financial institution account.

B. All amounts due to Franchisor or its affiliates for the purchase of products, services, or otherwise are due upon receipt of an invoice from Franchisor or such affiliate. Any payment not actually received by Franchisor or its affiliates on or before the due date will be deemed overdue.

C. Franchisee agrees to complete and execute an "Electronic Funds Transfer Agreement" (attached as Exhibit 2 to this Agreement) and any other form, including, without limitation, an "Electronic Debit Authorization" (attached as Exhibit 3 to this Agreement) for the purpose of authorizing an electronic debit, and to submit any information required by Franchisor for such authorization.

D. Franchisee agrees to install at its expense and use such pre-authorized payment and computerized point of sales systems, credit verification systems, automatic payment systems, electronic funds transfer systems, or automatic banking system as Franchisor in its discretion may require. This requirement may be specified by Franchisor to fulfill any business purpose reasonably related to the operation of the franchise and the System or to permit Franchisee to make all required payments to Franchisor by automatic bank transfer.

E. The parties agree and acknowledge that Franchisor may designate and subsequently modify the interval at which it collects Franchisee's Royalty Fee, Marketing Fund Contribution, and other recurring fees under this Agreement upon 30 days' written notice to Franchisee. In such event, Franchisee's reporting obligations may also be modified by Franchisor accordingly.

5.10 **Interest and Late Charges**. Amounts due to Franchisor (except interest on unpaid amounts due) not paid when due shall bear interest from the date due until paid at the lesser of one and one-half percent (1.5%) per month, or the highest rate of interest allowed by law. In addition to interest, Franchisee may be charged a "Late Fee" of $300 per month for each month or partial month that unpaid amounts are overdue. Franchisor may also recover its reasonable attorneys' fees, costs and other expenses incurred in collecting amounts owed by Franchisee.

5.11 **Management Support Fee**. If Franchisee fails to have a trained Designated Operator (defined in Section 17.5) or trained Full-Time Manager at any time during the term of this Agreement, Franchisor may provide such qualified personnel to Franchisee to fill said vacancy and charge Franchisee a "Management Support Fee" in the amount of $500 per day, plus travel and lodging expenses, until a replacement or successor Designated Operator or Full-Time Manager has successfully completed training.

5.12 **No Accord or Satisfaction; Application of Funds.**

A. If Franchisee pays, or Franchisor otherwise receives, a lesser amount than the full amount due under this Agreement for any payment due hereunder, such payment or receipt shall be applied against the longest outstanding amount due Franchisor. Franchisor may accept any check or payment in any amount without prejudice to Franchisor's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. Franchisor and any of its affiliates' acceptances of any payments made by

Franchisee shall not be construed to be a waiver of any breach or default of any provision in this Agreement.

B. Notwithstanding any designation by Franchisee, Franchisor shall have the sole discretion to apply any payments made by, or on behalf of, Franchisee (and to apply any amounts owed to Franchisee or any of its affiliates by Franchisor or any of Franchisor's affiliates) to any of Franchisee's past due indebtedness for Royalty Fees, Marketing Fund Contributions, and other amounts owing to Franchisor or any of Franchisor's affiliates, interest or any other indebtedness of Franchisee or any of Franchisee's affiliates to Franchisor or any of Franchisor's affiliates. No restrictive endorsement on any check or in any letter or other communications accompanying any payment shall bind Franchisor or any of its affiliates.

6. FRANCHISOR SERVICES

6.1 **Site Selection and Lease Negotiations**. Franchisee is responsible for locating, obtaining, and evaluating the suitability and prospects of the Studio location, and for the review and negotiation of the lease. Franchisee must hire and use the independent third-party commercial real estate brokerage firm designated by Franchisor to assist Franchisee with selecting a site for the Studio and providing Franchisor with the Location Report for approval. However, at Franchisee's request, Franchisor will assist Franchisee in site selection, by furnishing Franchisee with Franchisor's confidential site evaluation criteria, by consulting with and counseling Franchisee, and, at Franchisor's discretion, conducting field inspections of proposed sites at mutually convenient times. The site/premises for a Recovery Lab Studio must be at least 1,600 square feet. Franchisor must approve Franchisee's site selection. Franchisor agrees not to withhold approval unreasonably of a site that meets its site criteria. Franchisee acknowledges that Franchisor's approval of a proposed site is permission only and not an assurance or guaranty to Franchisee of the availability, suitability or success of a location, and cannot create a liability for Franchisor. If Franchisor and Franchisee are not able to agree upon a site for the Studio within the time period allotted in Section 1.2, herein, Franchisor may terminate this Agreement.

6.2 **Unit Development**. Franchisor shall consult with and advise Franchisee on the proper display of the Marks, layout and design, procurement of the therapy and treatment equipment, and other related equipment, furniture, fixtures, and initial inventories, and managing construction or remodeling of the Studio. After Franchisee has executed a lease for the Authorized Location, Franchisor shall deliver to Franchisee specifications and standards for building, equipment, furnishings, fixtures, layout, design and signs relating to the Authorized Location and shall provide reasonable consultation in connection with the development of the Studio. Franchisee's architect must make any layout, design and specifications provided by Franchisor site-specific. Franchisee agrees to make no changes, alterations or modifications whatsoever to the selected layout and design without obtaining prior written consent from Franchisor. If there is a conflict between Franchisee and Franchisor regarding the layout and design of the Studio, Franchisor's recommendations shall control.

6.3 **Training.**

A. Initial Training. Prior to the opening of the Studio and at no charge beyond the Initial Franchise Fee, Franchisor will provide initial training (the "Initial Training Program") at a hotel conference room located near its headquarters in Rancho Cucamonga, California, and at a Recovery Lab Studio owned by Franchisor or an affiliate of Franchisor, or at another location designated by Franchisor, to Franchisee, its Full-Time Manager(s), and any other supervisorial or managerial employee of

Franchisee, who Franchisee has requested attend the Initial Training Program; provided, however, that all such individuals must attend such training simultaneously. If Franchisee is a business entity, then the Designated Operator(s), as identified in Section 17.3, must attend the Initial Training Program on behalf of Franchisee. Franchisee (or its Designated Operator) and its Full-Time Manager(s) must successfully complete the Initial Training Program, and any additional required training, and comply on an ongoing basis with all ongoing/refresher training requirements.

The length of the Initial Training is scheduled at Franchisor's discretion, consisting of a combination of classroom training in a conference room and on-the-job training conducted at a Recovery Lab Studio owned by Franchisor or an affiliate of Franchisor or such other training facilities designated by Franchisor. The Initial Training Program will cover basic aspects of establishing and operating the Studio, including various healing and recovery techniques and methods, therapy and treatment services, and other related services and products provided at the Studio, the Computer System, including the POS system, forms, cost control, purchasing, inventory control and disposition, customer service, marketing, selling skills, employee hiring, training and scheduling procedures, job functions and maintenance of quality standards.

All of the required training is mandatory. Franchisee (or the Designated Operator) and the Full-Time Manager(s) must satisfactorily complete the Initial Training Program, which includes attendance at all scheduled training days and times, as communicated in advance of the training, within the timeframe established by Franchisor. Franchisee is responsible for all travel, lodging, food, wages, wage related expenses and other expenses in connection with the Initial Training for Franchisee, its Full-Time Manager(s), and any other employee of Franchisee who attends the training. Franchisee agrees that it will require all Full-Time Managers employed after the Studio is opened to complete the Initial Training Program. Each Studio Manager shall attend and complete the next available Initial Training Program following the commencement date of his/her employment.

If warranted by government regulations, emergency guidelines, enforced quarantines, travel restrictions, a natural disaster, force majeure or other event outside of Franchisor's control, Franchisor reserves the right to conduct any and all training, classes, courses, meetings, and conferences, online, telephonically, or otherwise, or to cancel or delay any and all such training, classes, courses, meetings, and conferences.

B. Additional Training. If Franchisee requests Initial Training for a trainee who fails and needs to repeat the Initial Training Program, or if Franchisee selects a new Designated Operator or hires a new Full-Time Manager at any time after completion of the Initial Training Program, then Franchisee shall pay Franchisor the applicable then-current "Additional Training Fee" for such individual to attend the Initial Training Program. Franchisee is responsible for all travel, lodging, food, wages, and other expenses in connection with the additional training for Franchisee and its employees.

C. Ongoing/Refresher Training. From time to time, Franchisor may offer system-wide ongoing or refresher training to the Recovery Lab Franchisees (and/or their Studio Managers) for a reasonable fee, such training may include courses, meetings, seminars and conventions. Franchisee agrees to personally attend or have its Studio Manager (if approved by Franchisor) attend any and all required ongoing or refresher training. In addition to paying any required training fee(s), Franchisee will be responsible for all compensation, travel and living expenses of Franchisee and its employees during training.

6.4 **Operations Manual**. Franchisor will grant Franchisee online access to an electronic version of the Manual during the term of this Agreement. The Manual is anticipated to codify existing mandatory and suggested specifications, standards and operating procedures currently prescribed by Franchisor. Franchisee acknowledges that Franchisor may from time to time revise its System as well as the contents of the Manual, and Franchisee agrees to comply with each new or changed standard and specification upon notice from Franchisor. Any required specifications, standards, and/or operating procedures exist to protect Franchisor's interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those day-to-day operational matters that are reserved to Franchisee. The Manual shall remain the sole property of Franchisor and shall be kept confidential by Franchisee both during the term of this Agreement and subsequent to the termination, expiration, or non-renewal of this Agreement. If Franchisee in any way compromises the secure access to the online version of the Manual, including, but not limited to, allowing unauthorized users access to the Manual and its confidential contents, Franchisee will be required to pay Franchisor liquidated damages in the amount of $10,000, to compensate Franchisor for the breach and related damage to the System.

6.5 **Continuing Services**. Franchisor shall provide such continuing advisory assistance and information to Franchisee in the development and operation of the Studio as Franchisor deems advisable. Such assistance may be provided, in Franchisor's discretion, by Franchisor's directives, System bulletins, meetings and seminars, telephone, computer, e-mail, fax, personal visits, newsletters or manuals. Franchisor may provide regular consultation and advice to Franchisee in response to inquiries from Franchisee regarding administrative and operating issues that Franchisee brings to Franchisor's attention. Franchisor may make recommendations that it deems appropriate to assist Franchisee's efforts. However, Franchisee alone will establish all requirements, consistent with Franchisor's policies, regarding (i) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (ii) the individuals to whom Franchisee will offer and sell its products and services; and (iii) the suppliers from whom Franchisee obtains any products or services used in or at the Studio for which Franchisor has not established Approved Suppliers. The rendering of any consultation, advise, assistance, consent, approval or services by Franchisor, as set forth in this Agreement, does not constitute any assurance or guaranty that such consultation, advice, assistance, consent, approval or services will result in any level of success of Franchisee's business. Any Franchisor services set forth in this Agreement may be provided by Franchisor and/or representative(s) or designee(s) of Franchisor.

6.6 **Approved/Designated Suppliers, Products and Services.**

A. Franchisor shall provide and from time to time, add to, alter or delete, at Franchisor's discretion, lists of specifications, approved distributors and suppliers, approved services, products, materials and supplies, and training that may benefit Franchisee in the operation of the Studio. Franchisor has the right to require that Franchisee obtain products and services specified by Franchisor from time to time exclusively from suppliers designated or approved by Franchisor. Franchisor has the right to designate or approve a single supplier or multiple suppliers for any specified product/service and to designate a single supplier as an exclusive supplier of a required product or service. Suppliers may include, and may be limited to, Franchisor and/or companies affiliated with Franchisor. Franchisee must not offer or sell any products or services not approved by Franchisor. If Franchisor disapproves a particular item, Franchisee will not use it.

B. Designation or approval of a supplier may be conditioned on factors established by Franchisor as it considers appropriate, including without limitation performance relating to frequency of delivery, standards of service, inability to maintain quality/adequate supply of goods, inability to meet or maintain acceptable pricing, and payment or other consideration to Franchisor or parties designated by Franchisor. Franchisor can approve, or revoke or deny approval, of particular items or suppliers in its sole discretion. Franchisor and its affiliates reserve the right to receive rebates, incentive amounts, discounts and other economic benefits from any supplier and have the right to realize a profit on the sales of products and/or services to Franchisee.

6.7 **Pricing.** Franchisor has developed an image that is based in part on consistent and reasonable prices for products and services offered by the System. To promote a consistent consumer experience, and to maximize the value of limited advertising expenditures, and subject to applicable state law, Franchisor may require fixed minimum or maximum prices for any products or services offered by the System and Franchisee. Franchisee is obligated to use the pricing required by Franchisor, unless Franchisor consents to changes in local pricing offered by Franchisee in order to (i) allow Franchisee to respond to unique, local, marketing conditions, competition, or expenses; or (ii) comply with changes or interpretations in State or Federal anti-trust laws. Consistent with State or Federal law, Franchisor reserves the right to change or eliminate its pricing program in the future, or to move from a required to recommended pricing structure. Franchisee acknowledges and agrees that any maximum, minimum or other prices Franchisor prescribes or suggests may or may not optimize the revenues or profitability of the Studio and Franchisee irrevocably waives any and all claims arising from or related to Franchisor's prescription or suggestion of the Studio's retail prices.

6.8 **National Marketing Fund.** Franchisor may, in its sole discretion, and depending on the quantity of franchised Studios, their locale, and the cost of effective media, institute, maintain and administer a national marketing fund for such advertising or public relations programs as Franchisor, in its discretion, may deem necessary or appropriate to advertise and promote the Recovery Lab brand pursuant to Section 9.1 of this Agreement.

6.9 **Grand Opening Advertising Assistance.** Franchisor shall consult and advise Franchisee on the advertising, marketing and promotion for the Grand Opening of the Studio. For Franchisee's first Recovery Lab Studio only, Franchisor will provide Franchisee with training and assistance at both the "Soft Opening" and "Grand Opening" of the Studio. Franchisor will send one of its representatives for two (2) days to the Soft Opening and for two (2) days to the Grand Opening of the Studio, at Franchisor's expense.

6.10 **Notice of Completion of Pre-Opening Obligations.** After Franchisor has completed its pre-opening obligations to Franchisee under this Agreement, Franchisor may require Franchisee to sign and deliver to Franchisor confirmation that Franchisor has performed its pre-opening obligations in a form that Franchisor reasonably requests ("Notice of Completion"). If Franchisor asks Franchisee to provide Franchisor with such Notice of Completion, Franchisee must sign and deliver it to Franchisor within five (5) days after Franchisor's request. The term "pre-opening obligations" means the obligations Franchisor has provided to Franchisee under this Agreement that must be performed before the date that the Franchised Business starts its operations. If Franchisee reasonably believes that Franchisor has not completed its pre-opening obligations to Franchisee, Franchisee must provide Franchisor with a notice in writing, withing that same five (5) day period, specifying those pre-opening obligations that have not been performed ("Remaining Obligations"). Within five (5) days following our completion of the Remaining Obligations, Franchisee must execute and deliver to Franchisor the Notice of Completion

notwithstanding that Franchisor's performance of such obligations was concluded after the time of performance required by this Agreement. In the event Franchisee fails to timely sign and deliver to Franchisor a Notice of Completion (or notice of Remaining Obligations) Franchisee will be deemed to have confirmed that all of Franchisor's pre-opening obligations have been met.

7. FACILITY STANDARDS, LEASE AND CONSTRUCTION

7.1 **Facility Specifications.** Franchisee's Studio shall meet the following conditions:

A. The Studio shall be laid out, designed, constructed or improved, equipped and furnished in accordance with Franchisor's standards and specifications. Equipment, furnishings, fixtures, decor and signs for the Studio shall be purchased from suppliers approved by Franchisor. Although Franchisor may set a specification or require use of an approved supplier in its sole discretion, Franchisor makes no representations or warranties about the specification, or about the goods or services provided by such supplier. Franchisor is not liable for any damages, injuries or losses caused by or due to the actions, services or products supplied to Franchisee from any third-party supplier approved by Franchisor. Franchisee acknowledges that it is responsible for supervising the build-out of the Studio and the installation of equipment, fixtures and signage. Franchisee may remodel or alter the Studio, or change its equipment, furniture or fixtures, only with Franchisor's consent. Franchisee must obtain necessary permits, licenses and other legal or architectural requirements. The Studio shall contain or display only signage that has been specifically approved or designed by Franchisor.

B. The Studio and all therapy and treatment equipment shall be maintained in accordance with standards and specifications established by Franchisor or prescribed after inspection of the Studio. Franchisee shall promptly repair or replace defective or obsolete equipment, signage, fixtures or any other item of the interior or exterior that is in need of repair, refurbishing or redecorating in accordance with such standards established (and updated from time to time) by Franchisor or as may be required by Franchisee's lease.

C. Franchisee recognizes that the System will evolve. The Recovery Lab System must change to meet customer demands. Franchisee further understands that the therapy and treatment equipment and other related equipment may wear out, break down, or become obsolete. Consequently, from time to time, as Franchisor requires, Franchisee must modernize and/or replace items of the trade dress and the therapy and treatment equipment, as may be necessary for the Studio to conform to the standards for new Recovery Lab Studios. Further, Franchisee will be required to thoroughly modernize or remodel the Studio when requested by Franchisor, but no more than once every 5 years. This may include replacing therapy and treatment equipment, and other updates and improvements. Franchisee acknowledges that this obligation could result in Franchisee making extensive structural changes to, and significantly remodeling and renovating, the Studio, and Franchisee agrees to incur the capital expenditures required in order to comply with this obligation and Franchisor's requirements; however, such expenditures shall not exceed $50,000 in any consecutive three-year period. After receiving written notice from Franchisor, Franchisee shall have plans prepared according to the standards and specifications that Franchisor prescribes, and Franchisee must submit those plans to Franchisor for its approval within 60 days. Franchisee agrees to complete all work according to the plans that Franchisor approves within the time period that Franchisor reasonably specifies and in accordance with this Agreement. Franchisor, or its affiliate, will hold themselves, and the Studios they operate (if any) to the same high standard, and same frequency for replacement and renovation as is expected of Franchisee. If the remaining term under this Agreement is less than twenty-four (24)

months, then Franchisee will not be required to make such improvements, replacements or renovations at that time.

D. The Studio shall contain signage prominently identifying Franchisee by name as an independently owned and operated franchisee of Franchisor.

E. Franchisor may place in a conspicuous location signage, language and informational materials, including, without limitation, a brochure rack on the customer counter and various signage and/or language on the front doors and/or windows relating to its franchise opportunities at any time during the term of this Agreement and any extensions to this Agreement.

7.2 **Lease**. Franchisee is solely responsible for purchasing or leasing a suitable site for the Studio. Franchisee must submit the lease for the Studio to Franchisor for its written consent before Franchisee executes the lease for the Authorized Location. Franchisor will not withhold consent arbitrarily; however, any lease must contain substantially the following provisions: (1) "The leased premises will be used only for the operation of a Recovery Lab Franchise;" (2) "The employees of Franchisor will have the right to enter the leased premises to make any modifications necessary to protect the System and proprietary marks thereof;" (3) "Lessee agrees that Lessor may, upon request of Franchisor disclose to said Franchisor all reports, information or data in Lessor's possession with respect to sales made in, upon or from the leased premises;" and (4) a conditional assignment clause to be contained in a lease rider in a form approved by Franchisor, which shall provide that Franchisor (or its designee) may, upon termination, expiration, non-renewal or proposed assignment of this Agreement, at Franchisor's sole option, take an assignment of Franchisee's interest thereunder, without the consent of the Lessor or property owner, without liability for accrued obligations, payment of additional consideration or increase in rent, and at any time thereafter, reassign the lease to a new franchisee. Franchisor's execution of this Agreement is conditioned upon the above-referenced lease addendum in the form attached hereto, as Exhibit 5 ("Addendum to Lease"), which shall be signed by Franchisee and attached and made part of the lease for the Studio. Franchisee acknowledges that it has been advised to have any lease reviewed by Franchisee's own legal counsel.

7.3 **Development of the Studio.** Franchisee agrees that after obtaining possession of the Authorized Location, Franchisee will promptly, at Franchisee's sole expense:

A. Obtain any standard plans and/or specifications from Franchisor;

B. Have all drawings, designs, plans and specifications for the Studio prepared by a professional to ensure that they comply with state or local codes, and thereafter submit same to Franchisor for review and approval prior to commencing construction;

C. Complete the construction or remodeling of the Studio in full and strict compliance with plans and specifications approved by Franchisor, and in compliance with all applicable ordinances, building codes and permit requirements;

D. Purchase or lease, in accordance with Franchisor's standards and specifications, all therapy and treatment equipment, flooring, fixtures, inventory, supplies and signs required for the Studio;

E. Hire and train the initial supervisorial and managerial personnel according to Franchisor's standards and specifications; and

F. Complete development of and have the Studio open for business not later than twelve (12) months after the date that Franchisor accepts this Agreement.

7.4 **Franchisee's Responsibility.** Although Franchisor may provide Franchisee with various standard or sample plans and specifications with respect to constructing and equipping the Studio, it is Franchisee's sole responsibility to construct and equip the Studio in compliance with all applicable federal, state and local laws and regulations, including, without limitation, all building codes, fire and safety codes, environmental laws, Occupational Safety and Health Administration laws, health laws, sanitation laws, Americans with Disabilities Act and all other requirements that may be prescribed by any federal, state or local governmental agency.

8. STUDIO IMAGE AND OPERATING STANDARDS

8.1 **Compliance**. Franchisee acknowledges and agrees that every detail regarding the appearance and operation of the Studio is important to Franchisee, the System and other Recovery Lab franchisees in order to maintain high and uniform operating standards, to increase demand for the recovery therapy and treatment sessions sold by all franchisees, and to protect Franchisor's reputation and goodwill, and, accordingly, Franchisee agrees to comply strictly at all times with the requirements of this Agreement and Franchisor's standards and specifications (whether contained in the Manual or any other written or oral communication to Franchisee by Franchisor) relating to the appearance or operation of the Studio. Franchisee acknowledges that other Studios may operate under different forms of agreement with Franchisor, and that the rights and obligations of the parties to other agreements may differ from those hereunder.

8.2 **Franchisor's Right to Inspection**. To determine whether Franchisee is complying with this Agreement and Franchisor's standards and specifications, Franchisor reserves the right to supervise, determine and approve the standards of appearance, quality and service pertinent to the Studio including, without limitation, the right at any reasonable time and without prior notice to Franchisee to: (1) inspect and examine the business premises, equipment, facilities and operation of the Studio; (2) interview Franchisee and Franchisee's employees; (3) interview Franchisee's customers, suppliers and any other person with whom Franchisee does business; (4) confer with members and staff of government agencies with authority over Franchisee about matters relevant to the Studio; and (5) use "mystery shoppers," who may pose as customers and evaluate Franchisee and Franchisee's operations.

8.3 **Personnel.** Franchisee agrees to employ in the operation of the Studio only persons of high character and ability who maintain and exhibit traits of enthusiasm, cleanliness, neatness, friendliness, honesty and loyalty, it being recognized by Franchisee that such persons are necessary in order to promote and maintain customer satisfaction and the goodwill of the System. Franchisee agrees to staff the Studio at all times with a sufficient number of qualified, competent personnel who have been trained in accordance with Franchisor's standards. All employees Franchisee hires or employs at the Studio will be Franchisee's employees and Franchisee's employees alone, and will not, for any purpose, be deemed to be Franchisor's employees or subject to Franchisor's direct or indirect control, most particularly with respect to any mandated or other insurance coverage, taxes or contributions, or requirements regarding withholdings, levied or fixed by any governmental authority. Franchisee will file its own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers

compensation insurance payments for its employees and operations. Franchisor will not have the power to hire or fire Franchisee's employees. Franchisor's authority under this Agreement to train and approve Franchisee's supervisorial or managerial personnel for qualification to perform certain functions at the Studio does not directly or indirectly vest Franchisor with the power to hire, fire or control any of Franchisee's personnel. Franchisee will be solely responsible for all hiring and employment decisions and functions relating to the Studio, including those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. Franchisee is responsible for obtaining its own independent legal advice regarding the hiring of employees and independent contractors, and complying with any and all applicable laws pertaining thereto. Franchisee shall engage in no discriminatory employment practices and shall in every way comply with all applicable laws, rules and regulations of federal, state and local governmental agencies, including, without limitation, all wage-hour, civil rights, immigration, employee safety and related employment and payroll related laws. Franchisee shall make all necessary filings with, and to pay all taxes and fees due to, the Internal Revenue Service and all other federal, state and local governmental agencies or entities to which filings and payments are required. Any guidance Franchisor may give Franchisee regarding employment policies should be considered merely examples. Franchisee will be responsible for establishing and implementing its own employment policies and should do so in consultation with local legal counsel experienced in employment law.

8.4 **Products and Services to be Offered for Sale.**

A. Franchisee acknowledges that the presentation of a uniform image to the public and the offering of uniform services and products is an essential element of a successful franchise system. In order to insure consistency, quality and uniformity throughout the System, Franchisee agrees (1) to sell or offer for sale only the services or products that have been expressly approved for sale by Franchisor; (2) to sell or offer for sale all services and products required by Franchisor; (3) not to deviate from Franchisor's standards and specifications; and (4) to discontinue selling and offering for sale any services or products that Franchisor may, in its discretion, disapprove at any time. Franchisor shall supply Franchisee with a list of suppliers from which Franchisee is required to purchase the therapy and treatment equipment and other equipment, and products and services for the Studio. Franchisor may change this list from time to time, and upon notification to Franchisee, Franchisee shall only purchase equipment, products, and services for the Studio from approved suppliers, as specified on the changed list. Franchisee agrees to keep the Studio and its equipment in clean condition, with all equipment well-maintained and operational, and be able at all times during business hours to provide customers with all services and products specified by Franchisor.

B. Franchisee agrees that all equipment, including the therapy and treatment equipment, must be purchased exclusively from approved suppliers, and must be maintained according to manufacturer or Franchisor specifications, as applicable.

C. If Franchisee proposes to offer for sale any products or services that have not been approved by Franchisor, Franchisee shall first notify Franchisor in writing and submit sufficient information, specifications, and samples concerning such product or service and the supplier of such product or service for a determination by the Franchisor as to whether such product or service and the supplier comply with the Franchisor's specifications and standards and/or whether such supplier meets the Franchisor's approved supplier criteria. Franchisor shall, within ninety (90) days, notify Franchisee in

writing whether or not such proposed product and/or supplier or service is approved, as determined in Franchisor's discretion. Franchisor reserves the right to charge Franchisee reasonable costs in connection with Franchisor's review, evaluation and approval of alternative suppliers. These charges may include reimbursement for travel, accommodations, meal expenses, and personnel wages. Franchisor may from time to time prescribe procedures for the submission of requests for approved products and/or suppliers or services and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be executed by approved suppliers). Franchisor reserves the right to revoke its approval of a previously authorized supplier, product, or service when Franchisor determines in its discretion that such supplier, product or service is not meeting the specifications and standards established by Franchisor. If Franchisor modifies its list of approved products, and/or suppliers and/or services, Franchisee shall not, after receipt in writing of such modification, reorder any product or utilize any supplier, product or service that is no longer approved.

D. Franchisor is always interested in improving the System, the Franchisee and consumer experience, and welcomes feedback (positive or negative) on all approved suppliers and vendors. In the event Franchisee is not happy or satisfied with a particular approved supplier, product or service, Franchisee agrees to notify Franchisor within 30 days of any complaint or issue with an approved supplier, product, or service, and provide Franchisor with any evidence or other relevant information that Franchisor may request to investigate the issue, including Franchisee's completion of a standard form of complaint prepared by Franchisor.

E. Franchisee acknowledges and agrees that Franchisor may become an approved supplier for the Studio equipment, products, logo items, signage and artwork, that Franchisor may derive income from the sale of such items, and that the price charged by Franchisor may reflect an ordinary and reasonable profit consistent with a business of the kind that produces and/or supplies such items.

F. Franchisee acknowledges and agrees that Franchisor may sell equipment and products, to customers located anywhere, even if such equipment and products are similar to what Franchisor sells to Franchisee and what Franchisee offers at the Studio. Franchisor may use the internet or alternative channels of commerce to sell Recovery Lab brand products.

G. Franchisee may only sell the products and services from the Studio's Authorized Location and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by Franchisor, in order to register customers for therapy and treatment services provided at the Studio. Nothing in the foregoing shall prohibit Franchisee from obtaining customers over the Internet provided Franchisee's Internet presence and content comply with the requirements of this Agreement.

8.5 **Compliance with Laws.**

A. Franchisee agrees to comply with all federal, state and local laws, rules, and regulations and shall as soon as practicable, but in any event prior to the opening for business of the Studio, obtain all municipal and state permits, certificates or licenses necessary to operate the Studio and shall file and publish, if required by applicable law, a certificate of doing business (whether under a fictitious name or otherwise). Franchisee acknowledges and agrees that it has the sole responsibility to investigate and comply with any applicable laws in the state where the Studio is located that are specific to the operation of a Studio. Franchisee shall operate and maintain the Studio in strict compliance with all employment laws, building codes, fire and safety codes, environmental laws, Occupational Safety and

Health Administration laws, health and safety laws, sanitation laws, Americans with Disabilities Act and any other requirements that may be prescribed by any federal, state or local governmental agency. Franchisee agrees to provide immediately Franchisor with a copy of any notice received by Franchisee from any state, local or governmental agency pertaining to compliance with any codes or requirements, or the failure to comply with any codes or requirements, at the Studio.

B. Franchisee hereby certifies and represents that Franchisee, and any of its affiliates, any of its partners, members, shareholders or other equity owners, and their respective employees, officers, directors representatives or agents, are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Franchisee hereby agrees to defend, indemnify and hold harmless Franchisor from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees, costs and interest) arising from or related to any breach of the certifications set forth in this paragraph.

C. Franchisee shall manage the Studio and its staff in compliance with all laws, the Manual and any other general policies as prescribed by Franchisor. Franchisee agrees to abide by all employment laws, including, without limitation, Title VII of the Civil Rights Act, Family and Medical Leave Act, ADA, Consolidated Omnibus Budget Reconciliation Act, Fair Labor Standards Act, all state wage and hour laws, Internal Revenue Code and the immigration laws. Franchisor may from time to time provide information or training to assist Franchisee in gaining knowledge about applicable laws, but this does not in any way relieve Franchisee of its full responsibility and sole obligation to comply with such laws.

D. Franchisee shall honor all credit, charge, courtesy and cash cards that Franchisor approves in writing. To the extent Franchisee stores, processes, transmits or otherwise accesses or possesses cardholder data in connection with the sale of products and services at the Studio, Franchisee is required to maintain the security of cardholder data and adhere to the then-current credit card security standards which can be found at www.pcisecuritystandards.org for the protection of cardholder data throughout the Term of this Agreement. Franchisee is responsible for the security of cardholder data in its possession or control and in the possession or control of any of its employees that Franchisee engages to process credit cards. At Franchisor's request, Franchisee agrees to provide appropriate documentation to Franchisor to demonstrate compliance by Franchisee and all its employees with the Payment Card Industry Data Security Standard ("PCI DSS") requirements. In the event of a breach or intrusion of or otherwise unauthorized access to cardholder data, Franchisee must immediately notify Franchisor in the manner required in the PCI DSS requirements and provide an approved third-party full access to conduct a thorough security review following a security intrusion. In the event of termination or expiration of this Agreement, Franchisee and its respective successors and permitted assigns shall ensure compliance with PCI DSS requirements even after expiration of this Agreement.

8.6 **Operational Efforts**. Franchisee may designate a manager to assist in the direct, day-to-day, supervision of the operations of the Studio. The Studio Manager must complete the initial training requirements and all additional training reasonably required by Franchisor. Franchisee agrees to keep Franchisor advised, in writing, of any manager involved in the operation of the Studio and their contact information. Franchisee agrees to keep the Studio open for the hours stated in the Manual and as deemed appropriate by Franchisor.

8.7 **Good Standing**. Franchisee will be considered in "Good Standing" if Franchisee is not in default of any obligation to Franchisor or any of Franchisor's affiliates, whether arising under this Agreement or any other agreement between Franchisee and Franchisor (or any of Franchisor's affiliates), the Manual or other System requirements.

8.8 **System Standards**. Franchisor may choose, in its sole discretion, to evaluate the Studio for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, customer comments/surveys, and secret shopper reports.) Franchisee must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Franchisee's employees, including its independent contractors, must meet minimum standards for courteousness and customer service.

8.9 **Franchisor's Notice of Deficiency and Non-compliance Fees.** If at any time in Franchisor's sole judgment, Franchisee fails to comply with this Agreement or Franchisor's standards and specifications, Franchisor shall notify Franchisee specifying both the time period and the action to be taken by Franchisee to correct such non-compliance. If Franchisee fails or refuses to correct the non-compliance within the required period of time, Franchisor shall have the right, in addition to all other remedies, including termination of this Agreement, to take such corrective action as is, in the sole determination of Franchisor, necessary and appropriate to bring the Studio in compliance with Franchisor's specifications, standards, methods, policies and procedures, and Franchisee shall pay the entire cost thereof to Franchisor on demand. Additionally, Franchisor may, at its sole discretion, charge Franchisee a non-compliance fee in an amount up to $500 per occurrence, or $500 per week until compliance is achieved, for Franchisee's failure to comply with any of the terms of this Agreement or the Manual.

8.10 **Media Inquiries and Crisis Situations**. Franchisee shall immediately notify Franchisor upon the occurrence of any situation that may have a material impact on Franchisee, Franchisor, the Studio, or which could have a deleterious effect on the "Recovery Lab" brand, Marks, or System. Franchisee shall also notify Franchisor immediately when Franchisee receives any media inquiries concerning the Studio or its location, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee, and Franchisee shall direct all media inquiries to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium about the System, except as directed by Franchisor. Franchisee shall follow all of Franchisor's policies, procedures, and instructions in every such situation, including, without limitation, managing public relations and communications, as directed by the Franchisor or as specified in the Manuals, whether or not Franchisee has retained outside counsel or a public relations firm to assist with such matters. Franchisor acknowledges that in certain cases Franchisee may be approached by media during, for example, an incident involving a fire or other disasters, and such impromptu comments are not intended to be prevented by this Section. Franchisee agrees that it will behave in a professional and courteous manner in any such impromptu interviews and will not discuss the System, but only the incident. Franchisee shall notify Franchisor at the first possible opportunity following the interview. Franchisee may not disseminate any press release unless it has been reviewed and approved in advance in writing by Franchisor.

9. ADVERTISING AND MARKETING

9.1 **Marketing Fund**.

A. Franchisor will establish and administer an advertising**,** publicity and marketing fund (the "Marketing Fund") to promote Recovery Lab Studios and the brand. Franchisee will be required to make a contribution ("Marketing Fund Contribution") of one percent (1%) of its annual Gross Sales (as defined in Section 5.3) to the Marketing Fund. Such Marketing Fund Contribution will be payable to Franchisor monthly, beginning in the second month after the Studio opens for business and continuing during the term of this Agreement.

B. Franchisor has sole discretion over all matters relating to the Marketing Fund, and all related matters (consistent with its purposes and the provisions of this Agreement). The Marketing Fund may be used for (among other things) product development; signage; creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the Internet; administration expenses; legal fees incurred by or spent defending the Marketing Fund, brand/image campaigns; media; national, regional and other marketing programs; activities to promote current and/or future Recovery Lab Studios and the brand; agency and consulting services; research, any expenses approved by Franchisor and associated with franchisee advisory groups (if any); and all or portions of the salaries, benefits or expenses of people Franchisor employs who work on Marketing Fund matters (except that such salaries, benefits or expenses will be charged pro rata based on the time they spend on Marketing Fund matters.) Among other things, Marketing Fund Contributions may be used for website development/operation and to pay Internet, Intranet, URL, 800 or similar number, and other charges, fees and/or expenses. A brief statement regarding the availability of Recovery Lab franchises may be included in advertising and other items produced using the Marketing Fund.

C. Franchisor and/or any affiliate of Franchisor can provide goods, services, materials, etc. (including administrative services and/or "in-house advertising agency" services) and be compensated and/or reimbursed for the same by the Marketing Fund, provided that any such compensation must be reasonable in amount. Franchisor can arrange for goods, services, materials, etc. (including administrative services) to be provided by independent persons/companies and all related costs, fees, etc. will be paid by the Marketing Fund. Franchisor shall have no obligation in administering the Marketing Fund to make expenditures for Franchisee that are equivalent or proportionate to any Marketing Fund Contributions by Franchisee, or to ensure that any particular franchisee or any particular Recovery Lab Studio benefits directly or pro rata from advertising or promotion conducted under the Marketing Fund.

D. The Marketing Fund will be accounted for separately and may be used to pay all administrative and other costs of the Marketing Fund related to its activities and purposes and/or as authorized by the relevant franchise agreements. All taxes of any kind incurred in connection with or related to the Marketing Fund, its activities, contributions to the Marketing Fund and/or any other Fund aspect, whether imposed on Franchisor, the Marketing Fund or any other related party, will be the sole responsibility of the Marketing Fund. Franchisor will prepare unaudited financial statements for the Marketing Fund annually, which will be furnished to Franchisee upon written request. Funds in the Marketing Fund must be expended, prior to termination of the Marketing Fund, only for the purposes authorized by the relevant franchise agreement(s). No profit, gain or other benefit will directly accrue to Franchisor from the Marketing Fund. All interest earned on monies contributed to, or held in, the

Marketing Fund will be remitted to the Marketing Fund and will be subject to the restrictions of the relevant franchise agreement(s).

E. Subject to the express requirements of this Agreement that contributions made by Franchisee will only be spent as authorized herein, Franchisee agrees that Franchisor may deny access to, and the benefits of, any and all programs and/or materials created by the Marketing Fund to any Recovery Lab Franchisee who is not in Good Standing.

9.2 **Local Marketing Activities.**

A. Franchisee is responsible for local marketing activities to attract customers to the Studio. Franchisee agrees to spend no less than the minimum amounts required by Franchisor each month on local marketing, advertising and promotion of the Studio, including, but not limited to, any minimum spending amounts required by Franchisor for digital marketing (e.g., social media advertising, search engine optimization, pay-per-click, etc.)

B. Franchisor reserves the right to create and/or manage any and all social media accounts (e.g., Facebook, Instagram, X/formerly Twitter, TikTok, YouTube, LinkedIn, etc.) related to the Studio on Franchisee's behalf.

C. Franchisee may hire and use a marketing agency to assist Franchisee with its local digital marketing and advertising activities. Franchisee must first request and obtain Franchisor's prior written approval before hiring and using any such marketing agency. Franchisee will pay the third-party marketing agency directly for its services.

D. Franchisee agrees to provide Franchisor access (i.e., passwords) to all Franchisee's social media platforms that are related to the Studio, the franchise, and the Recovery Lab trademarks.

E. Franchisee's advertising will be in good taste and conform to ethical and legal standards and our requirements. Franchisor may require Franchisee to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise prior to using them. Franchisor retains the right to approve or disapprove of such advertising, in its sole discretion. Franchisee agrees not to use any materials or programs disapproved by Franchisor.

F. Franchisor must approve any form of co-branding, or advertising with other brands, products or services, in writing, in advance.

9.3 **Grand Opening Marketing.** Franchisee agrees to spend a minimum of $35,000 on marketing and advertising designed to promote the Studio, beginning two (2) months before the opening of the Studio and ending three (3) months after the opening of the Studio. A portion of such money will be focused on local search optimization, local search and pay-per-click advertising, the phone system for booking appointments and closing orders, social media marketing setup and execution, banners for outside the location, and other strategies that are approved by Franchisor (collectively, "Grand Opening Marketing"). The Grand Opening Marketing shall be in the form, and using the advertising and promotional campaign and materials, reasonably designated or approved by Franchisor. Franchisee agrees to hire and use the approved suppliers designated by Franchisor for Grand Opening Marketing.

Franchisor may waive or reduce the Grand Opening Marketing expenditure requirement in limited instances where the venue or other circumstances warrant it, in Franchisor's sole judgment.

9.4 **Social Media Activities.** As used in this Agreement, the term "Social Media" is defined as a network of services, including, but not limited to, blogs, microblogs, and social networking sites (such as Facebook, LinkedIn, Instagram, X, formerly Twitter, and TikTok), video-sharing and photo-sharing sites (such as YouTube and Flickr), review sites (such as Yelp and Google Review), marketplace sites (such as eBay and Craigslist), Wikis, chat rooms and virtual worlds, that allows participants to communicate online and form communities around shared interests and experiences. While it can be a very effective tool for building brand awareness, it can also be devastating to a brand if used improperly. Therefore, Franchisee must strictly follow the Social Media guidelines, code of conduct, and etiquette as set forth in the Manual. Any use of Social Media by Franchisee pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. Franchisor reserves the right to "occupy" any Social Media websites/pages and be the sole provider of information regarding the Studio on such websites/pages (e.g., a system-wide Facebook page). Franchisee agrees to provide Franchisor access to any and all internet/online business listings and accounts pertaining to the Studio, including, but not limited, Yelp, Google Review, and Facebook. At Franchisor's request, Franchisee will promptly modify or remove any online communication pertaining to the Studio that does not comply with this Agreement or the Manual.

9.5 **Franchisee Marketing Group(s) ("Co-Ops").** Franchisor may decide to form one or more associations and/or sub-associations of Recovery Lab Studios to conduct various marketing-related activities on a cooperative basis (a "Co-Op"). If one or more Co-Ops (local, regional and/or national) are formed covering Franchisee's area, then Franchisee must join and actively participate. Each Studio will be entitled to one (1) vote, but in order to vote the Studio must be in Good Standing. Franchisee may be required to contribute such amounts as are determined from time to time by such Co-Ops.

9.6 **Franchisee Advertising Council**. Franchisor reserves the right, if necessary and in Franchisor's sole judgment, to establish a Franchisee Advertising Council. The Franchisee Advertising Council will be composed of an elected body of Recovery Lab franchisees for the purpose of providing the Franchisor with input on advertising and marketing issues. The Franchisee Advertising Council will operate under its own by-laws and will be purely advisory in nature and will have no operational or decision-making authority.

10. FINANCIAL REPORTS, AUDITS, COMPUTER SYSTEM, AND INSURANCE REQUIREMENTS

10.1 **Records and Reports.** Franchisee shall maintain and preserve for four (4) years or such period as may be required by law (whichever is greater) from the date of their preparation such financial information relating to the Studio as Franchisor may periodically require, including without limitation, Franchisee's sales and use tax returns, register tapes and reports, sales reports, purchase records, and full, complete and accurate books, records and accounts prepared in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor. Franchisee agrees that its financial records shall be accurate and up to date at all times. Franchisee agrees to promptly furnish any and all financial information, including tax records and returns, relating to the Studio and of each of the principal owners to Franchisor on request. Franchisee shall use accounting software designated by Franchisor, and maintain its books, including expense line items, in the format designated by Franchisor. Franchisee must provide Franchisor with online access to Franchisee's books by, among other things, providing Franchisor with Franchisee's password. Franchisee shall immediately report to

Franchisor any events or developments that may have a material adverse impact on the operation of the Studio or Franchisee's performance under this Agreement.

10.2 **Right to Conduct Audit or Review**. Franchisor shall have the right, in its sole determination, to require a review by such representative(s) as Franchisor shall choose, of all information pertaining to the Studio, including, without limitation, financial records, books, tax returns, papers, and business management software programs of Franchisee at any time during normal business hours without prior notice for the purpose of accurately tracking unit and System-wide sales, sales increases or decreases, effectiveness of advertising and promotions, and for other reasonable business purposes. Such review will take place at the Studio or Franchisee's head office (if different), or both, and Franchisee agrees to provide all information pertaining to the Studio requested by Franchisor during its review. If the review is done because of a failure by Franchisee to furnish reports, supporting records or other required information or to furnish the reports and information on a timely basis, Franchisee shall reimburse Franchisor for all costs of the audit or review including, without limitation, travel, lodging, wage expense and reasonable accounting and legal expense, plus pay Franchisor a fee of $1,000. If the audit shows an underreporting by Franchisee of more than 2%, then Franchisee must pay Franchisor a fine in the amount of $5,000. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law. Franchisor shall have the right to conduct an audit and/or review of all information pertaining to the Studio upon termination or expiration of this Agreement.

10.3 **Computer System, Equipment and Software.**

A. Franchisee must acquire a computer for use in the operation of the Studio. Franchisee shall install and use the electronic data processing and communications hardware and software, including voicemail, business management systems, and a point-of-sale ("POS") reporting system, as Franchisor may designate (collectively, the "Computer System"). Franchisee agrees to maintain broadband connection to the required Computer System and to any other specified points of connection according to Franchisor's standards and specifications. Franchisee must upgrade and maintain the computer hardware and software and the POS system in the Studio, as required by Franchisor from time to time, and pay any fees associated with such upgrades. Franchisor reserves the right, at its sole discretion, to apply such upgrades or changes automatically and without notice in the event that Franchisee fails to promptly take action to operate the Studio to required standards.

B. Franchisee agrees to record all of its receipts, expenses, invoices, customer lists, therapy and treatment sessions, and other business information promptly in the Computer System and use the software and POS system that Franchisor specifies or otherwise approves. Franchisor reserves the right to change the Computer System, and the accounting, business operations, customer service and other software at any time. Franchisee is solely responsible for obtaining its own employee-scheduling software.

C. Data, including names, addresses, contact information, and credit card or payment information of customers of the Studio will be captured on the required software, and will become the joint property of Franchisee and Franchisor during the Term of this Agreement. Franchisee is solely responsible for ensuring that the capture of customer data is done in compliance with any and all local, state, and federal privacy laws. Franchisor will have independent access to information Franchisee generates and stores in the Computer System, including full and unrestricted administrative access to the business, tax, and accounting information. Franchisee will provide Franchisor with any passwords necessary to access the business information for the Studio that is stored on the required software and

online. Franchisor may use such information to communicate directly to the customers of the Studio, and to provide updates, information, newsletters, and special offers to the customers. Upon expiration or termination of this Agreement, Franchisee shall have no further access or rights to the customer information and Franchisor shall be the sole owner of such information.

D. Franchisee and Franchisor acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it shall abide by those reasonable new standards established by Franchisor as if this Section 10.3 was periodically revised by Franchisor for that purpose.

E. Franchisee is solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures, and cyber-attacks by hackers and other unauthorized intruders, and Franchisee waives any and all claims Franchisee may have against Franchisor as the direct or indirect result of such disruptions, failures, or attacks.

F. Franchisee agrees to take all reasonable and prudent steps necessary to ensure that its and its customers' data is protected at all times from unauthorized access or use by a third party or misuse, damage or destruction by any person.

G. Franchisee must comply with all laws and regulations relating to privacy and data protection, and must comply with any privacy policies or data protection and breach response policies Franchisor periodically may establish. Franchisee must notify Franchisor immediately of any suspected data breach at or in connection with the Studio.

H. Franchisor may require Franchisee to obtain and use certain technology platforms, software programs, communication systems, artificial intelligence tools, marketing platforms, music licensing services, customer engagement services, and other operational support services designated by Franchisor for use in the System or in connection with the operation of the Studio. Franchisee must obtain these services from Franchisor or from suppliers approved or designated by Franchisor and must pay all fees charged by Franchisor or such approved suppliers for such services.

10.4 **Insurance.**

A. Prior to the opening for business of the Studio and throughout the entire term of this Agreement, Franchisee will keep in force at Franchisee's own expense and by advance payment of the premium, the following insurance coverages:

(1) Workers' Compensation and Employer's Liability Insurance as well as such other insurance, with statutory limits, as required by law in the jurisdiction where the Studio is located. Employers Liability or "Stop Gap" insurance, with limits of not less than $1,000,000 each accident;

(2) Commercial General Liability Insurance, Occurrence form, including a per location or project aggregate, with the following coverages: owners and contractors protective liability, broad form property damage, contractual liability, severability of interest clause; personal and advertising injury; and products/completed operations; medical payments and fire damage liability; insuring Franchisee and Franchisor against all claims, suits, obligations, liabilities and damages, including

attorneys' fees, based upon or arising out of actual or alleged personal injuries or property damage resulting from or occurring in the course of, or on or about or otherwise relating to the Studio including general aggregate coverage in the following limits:

Required Coverage	**Minimum Limits of Coverage**
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Rented Premises (each occurrence)	$50,000
Medical Expense (any one person)	$5,000

(3) "ALL RISK" or special property coverage of not less than current replacement cost of the Studio's glass windows, equipment, fixtures and leasehold improvements sufficient in the amount to restore the Studio to full operations;

(4) Business interruption insurance with coverage for at least twelve (12) months for actual losses. (For purposes of this Agreement, "Gross Sales" shall include any proceeds received by Franchisee in connection with a "business interruption" insurance claim); and

(5) Cyber Liability Insurance with a minimum coverage amount as set forth in the Manual and/or as otherwise determined by Franchisor and communicated to Franchisee.

B. All insurance policies must be written by an insurance company licensed in the state in which Franchisee operates its Studio. The insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide.

C. Franchisor reserves the right, from time to time, in its discretion, to upgrade the insurance requirements or lower the required amounts as to policy limits, deductibles, scope of coverage, or rating of carriers in response to current industry standards, market conditions and/or landlord requirements. Within sixty (60) days of receipt of notice from Franchisor, Franchisee agrees to revise its coverage, as specified in any notice from Franchisor.

D. Franchisee's obligation to obtain and maintain the forgoing insurance policy or policies in the amounts specified shall not be limited by reason of any insurance that may be maintained by Franchisor nor relieve Franchisee of liability under the indemnity provisions set forth in this Agreement. Franchisee's insurance procurement obligations under this Section 10.4 are separate and independent of Franchisee's indemnity obligations.

E. Additional Insured Endorsement. All insurance shall name Franchisor as an additional insured, waive any subrogation rights or other rights to assert a claim back against Franchisor and shall contain a clause requiring notice to Franchisor thirty (30) days in advance of any cancellation or material change to any such policy. The "Additional Insured Endorsement" must be approved in writing by Franchisor and name Franchisor and its respective officers, directors, partners, members, affiliates, subsidiaries and employees as additional insureds. Additional insured status shall include, without limitation, coverage for ongoing and completed operations. The additional insured endorsement form shall be ISO CG 20 26 or any other form approved in writing by Franchisor that provides comparable coverage. Additional insured coverage shall not be limited to vicarious liability and shall extend to (and

there shall be no endorsement limiting coverage for) the negligent acts, errors or omissions of Franchisor or other additional insureds. Franchisee shall maintain such additional insured status for Franchisor on its general liability policies continuously during the term of this Agreement.

F. The insurance policies described above are minimum requirements and Franchisee may purchase and maintain additional insurance policies or insurance policies with greater coverage limits. Franchisee shall provide Franchisor with copies of certificates of coverage, insurance policy endorsements, and other evidence of compliance with these requirements, at least annually, or as Franchisor periodically requires. Franchisee's failure to obtain or the lapse of any of the required insurance coverage shall be grounds for the immediate termination of this Agreement pursuant to Section 15.2, and Franchisee agrees that any losses, claims or causes of action arising after the lapse of or termination of insurance coverage will be the sole responsibility of Franchisee and that Franchisee will hold Franchisor harmless from all such losses, claims and/or causes of action. In addition, but not to the exclusion of the foregoing remedy, if Franchisee fails to procure or maintain the required insurance, Franchisor shall have the right and authority, but not the obligation, to procure immediately the insurance and Franchisee shall reimburse Franchisor for the cost of the insurance plus reasonable expenses immediately upon written notice. Franchisee is required to submit to Franchisor a copy of a Certificate of Insurance, with Franchisor as an additional insured, showing compliance with the foregoing requirements at least thirty (30) days before Franchisee commences operation of the Studio. Franchisor shall have a security interest in all insurance proceeds to the extent Franchisee has any outstanding obligations to Franchisor.

10.5 **Gift Card Program.** Franchisee agrees to participate in any gift card program instituted by Franchisor for all Recovery Lab Franchisees to sell, issue, or redeem gift cards (the "Gift Card Program"). Franchisee shall sell or otherwise issue Recovery Lab Studio gift cards to its customers and honor all Recovery Lab Studio gift cards presented at the Studio as payment for products and services, regardless of whether the gift card was sold or issued by Franchisee or another Recovery Lab Studio. When Franchisee sells or issues a gift card, Franchisee will keep the amount paid in its account until the gift card is redeemed. Franchisor will reconcile Franchisee's account with Franchisor in accordance with the then-current Gift Card Program policies and practices regarding the allocation of funds generated from the sale of gift cards, as set forth in the Manual or elsewhere by Franchisor. Franchisee will pay Royalties on the revenue Franchisee receives from redeemed gift cards. Franchisee will remain liable for each gift card sold at the Studio until it is redeemed or expires. If this Agreement is terminated and not renewed, Franchisee must comply with all federal, state and local laws and regulations pertaining to any outstanding gift cards sold at the Studio that were not redeemed before the termination of this Agreement. Such compliance may include, but is not limited to, returning the funds collected for each outstanding gift card to the applicable customer or state.

11. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

11.1 **Independent Contractor**. The only relationship between Franchisor and Franchisee created by this Agreement is that of independent contractor, that the business conducted by Franchisee is completely separate and apart from any business that may be operated by Franchisor and that nothing in this Agreement shall create a fiduciary relationship between them or constitute either party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other party for any purpose whatsoever. Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a license from Franchisor, and Franchisee agrees to take such action including exhibiting a notice to that effect in such content, form and place as Franchisor may

specify. It is further specifically agreed that Franchisee is not an affiliate of Franchisor and that neither party shall have authority to act for the other in any manner to create any obligations or indebtedness that would be binding upon the other party. Neither party shall be in any way responsible for any acts and/or omissions of the other, its agents, servants or employees and no representation to anyone will be made by either party that would create an implied or apparent agency or other similar relationship by and between the parties.

11.2 **Indemnification**. Franchisee shall indemnify, defend and hold harmless Franchisor, and its current or former affiliates, and their respective officers, directors and employees, accountants, and lawyers against any and all suits, claims, liabilities, costs and expenses, including, without limitation, attorneys' fees in any way relating to, arising out of or in conjunction with Franchisee's conduct of the business licensed hereunder, or Franchisee's employees' actions or inaction. Franchisor reserves the right to appoint its own attorney. Franchisee waives and releases all claims against Franchisor for damages to property or injuries to persons arising out of the operation of the Studio.

12. CONFIDENTIAL INFORMATION

12.1 **Franchisor's Confidential Information**.

A. Franchisee acknowledges and agrees that all information relating to the System and to the development and operation of the Studio, including, without limitation, the Manual, various healing and recovery techniques and methods, Franchisor's training program, customer and supplier lists, or other information or know-how distinctive to a Recovery Lab Franchise (all of the preceding information is referred to herein as the "Confidential Information") are considered to be proprietary and trade secrets of Franchisor. Franchisee agrees that all Confidential Information is to be held in the strictest of confidence during and after the term of this Agreement and is not to be divulged to anyone directly or indirectly at any time, except to Franchisee's Studio employees, including independent contractors, with a need to know the information in order to operate the Studio. Upon Franchisor's request, Franchisee shall require the Studio's employees and independent contractors to execute a nondisclosure and non-competition agreement in a form satisfactory to Franchisor. Franchisee shall not acquire any interest in the Confidential Information other than the right to utilize it in the Studio and agrees not to copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, nor otherwise make them available to any unauthorized person, nor use them in any other business or in any manner not specifically authorized or approved in writing by Franchisor. Franchisee shall adopt and implement all reasonable procedures to prevent unauthorized use, duplication or disclosure of Franchisor's Confidential Information. If Franchisee or Franchisee's employees or independent contractors learn about an unauthorized use of any trade secret or confidential materials, Franchisee must promptly notify Franchisor. Franchisor is not obligated to take any action, but will respond to the information as it deems appropriate. If Franchisee at any time conducts, owns, consults with, is employed by or otherwise assists a similar or competitive business to that franchised hereunder, the doctrine of "inevitable disclosure" will apply, and it will be presumed that Franchisee is in violation of this covenant; and in such case, it shall be Franchisee's burden to prove that Franchisee is not in violation of this covenant.

B. Franchisee agrees that any new concept, process or improvement in the operation or promotion of the Studio developed by or on behalf of Franchisee that relates to or enhances the Recovery Lab Operating System, or any aspect of Franchisor's business, shall be the sole property of Franchisor, and Franchisee shall promptly notify Franchisor and shall provide Franchisor with all

necessary information and execute all necessary documents with respect thereto, without compensation. Franchisee acknowledges that Franchisor may utilize or disclose such information to other Franchisees.

12.2 **No Other Interests.** Franchisee further acknowledges that Franchisor would be unable to protect its Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Recovery Lab Franchisees if its franchisees were permitted to hold an interest in other wellness-related businesses and otherwise to compete with Franchisor. Therefore, during the term of this Agreement, Franchisee must comply with the competitive covenant provisions of Article 13 herein.

12.3 **Injunctive Relief.** Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of this Article 12. Franchisee acknowledges and agrees that any failure to comply with the requirements of this Article 12 will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to injunctive relief as specified in Section 16.2 herein to enforce the terms of this Article 12. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 12. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law.

13. COVENANTS NOT TO COMPETE

13.1 **Non-Competition Covenants of Franchisee.** To prevent a conflict of interest and unfair competition based upon Franchisee's knowledge and use of the System, the Marks, and other Confidential Information, Franchisee, including all officers, directors, holders of beneficial interests of Franchisee, members, general partners, any limited partners and their respective spouses and immediate family members, covenant and agree, pursuant to this Agreement, that Franchisee, shall not without Franchisor's prior written consent, directly or indirectly, as an individual, owner, partner, stockholder, member, employer, employee, consultant, or in any other capacity, participate in or share the earnings or profits of any wellness, recovery, athletic performance, or stretching business, any wellness-related marketing or consulting business, any business offering products and services of a similar nature to those of the Recovery Lab Studio, or in any business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses (each a "Competing Business"): (i) during the term of this Agreement and any extensions or renewals, at any location other than the Studio, (ii) for two (2) years after the expiration, termination or non-renewal (by Franchisor or by Franchisee for any reason) of this Agreement anywhere within a twenty-five (25) mile radius of any Recovery Lab brand Studio whether franchised or owned by Franchisor or any of Franchisor's affiliates, and (iii) for two (2) years after Franchisee has assigned its interest in this Agreement anywhere within a twenty-five (25) mile radius of any Recovery Lab brand Studio whether franchised or owned by Franchisor or any of Franchisor's affiliates.

13.2 **Franchisor's Right to Offer or Sell a Franchise to Employee of Franchisee.** Franchisee acknowledges that Franchisor has the right to offer to sell or to sell a Recovery Lab Studio franchise to any employee of Franchisee.

13.3 **Enforcement of Covenants.**

A. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of the covenants in this Article 13. Franchisee acknowledges and agrees that in view of the nature of the System and the business of Franchisor, the restrictions contained in this Article 13 are reasonable and necessary to protect the legitimate interests of the System and Franchisor. Franchisee further acknowledges and agrees that Franchisee's violation of the terms of this Article 13 will cause irreparable injury to Franchisor for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to preliminary and permanent injunctive relief and damages, as well as, an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which Franchisor shall be entitled. Franchisee agrees to waive any bond that may be required or imposed in connection with the issuance of any preliminary or provisional relief. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, and interest on such fees, costs and expenses, incurred by Franchisor in connection with the enforcement of this Article 13. If Franchisee violates any restriction contained in this Article 13, and it is necessary for Franchisor to seek equitable relief, the restrictions contained herein shall remain in effect until two (2) years after such relief is granted. If Franchisee contests the enforcement of Article 13 and enforcement is delayed pending litigation, and if Franchisor prevails, the period of non-competition shall be extended for an additional period equal to the period of time that enforcement of this Article 13 is delayed.

B. Franchisee agrees that the provisions of this covenant not to compete are reasonable. If, however, any court should find this Article 13 or any portion of this Article 13 to be unenforceable and/or unreasonable, the court is authorized and directed to reduce the scope or duration (or both) of the provision(s) in issue to the extent necessary to render it enforceable and/or reasonable and to enforce the provision so revised.

C. Franchisor shall have the right, in Franchisor's discretion, to reduce the scope of any covenant not to compete set forth in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply with any covenant as so modified.

14. TRANSFER OF INTEREST

14.1 **Franchisor's Approval Required.** All rights and interests of Franchisee arising from this Agreement are personal to Franchisee and except as otherwise provided in this Article 14, Franchisee shall not, without Franchisor's prior written consent, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, pledge or encumber its interest in this Agreement, in the license granted hereby, in the assets of the Studio, any of its rights hereunder, or in the lease for the premises at which the Studio is located, and any purported sale, assignment, transfer, pledge or encumbrances shall be null and void. If Franchisee is a corporation, limited liability, partnership, or an individual or group of individuals, any assignment (or new issuance), directly or indirectly, occurring as a result of a single transaction or a series of transactions that alters the Percentage of Ownership Interest reflected in Section 17.3 of this Agreement must promptly be reported to Franchisor and is a "transfer" within the meaning of this Article 14. Any proposed Transfer shall be subject to Franchisor's right of first refusal provided in Section 14.2 below.

14.2 **Right of First Refusal**.

A. No transfer by Franchisee shall be permitted nor be binding on Franchisor unless a written offer has first been made to Franchisor of the proposed transfer. Franchisee shall provide Franchisor a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in Franchisee or in this Agreement and the Studio. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price. Franchisor may require Franchisee (or its owners) to send to Franchisor copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction. Franchisor shall have thirty (30) days from receipt of all of the above information to accept the offer, by written notice to Franchisee, upon the same terms and conditions offered by the proposed transferee. Franchisor may substitute any form of payment proposed in the offer as acceptable consideration.

B. In the event that Franchisor does not exercise its right of first refusal and the offer changes in any way, or another offer is made to Franchisee, this new offer must also be presented to Franchisor before Franchisee may consummate the new offer. Franchisor has thirty (30) days to accept the new offer, by written notice to Franchisee, upon the same terms and conditions offered by the proposed transferee. Any offer that Franchisor does not match must be transacted within ninety (90) days from the date that Franchisor informs Franchisee of its intent not to exercise its right of first refusal. If the transaction does not take place within ninety (90) days, Franchisor has the right to re-evaluate and match the offer if it elects to do so by notice to Franchisee.

C. Partial Transfers. Any transfer of less than one hundred percent (100%) of Franchisee's ownership interest shall not trigger Franchisor's right of first refusal and shall instead be subject to Franchisor's prior written approval pursuant to this agreement.

D. SBA-Financed Transfers. Notwithstanding anything to the contrary in this section 14.2, Franchisor shall not exercise its right of first refusal in a manner that would prevent, delay, or invalidate a transfer approved in connection with financing guaranteed by the U.S. Small Business Administration, provided that the proposed transferee otherwise satisfies Franchisor's reasonable and uniformly applied qualification standards.

14.3 **Conditions for Approval of Transfer.** Franchisor shall not unreasonably withhold its approval of a proposed transfer, provided that the prospective transferee, in Franchisor's reasonable judgment, is of good moral character and reputation, has no conflicting interests, has a good credit rating and sufficient and competent business experience, aptitude and financial resources acceptable to Franchisor's then-current standards for franchisees; and that the following conditions are met: (1) Franchisee pays Franchisor a "Transfer Fee" equal to 50% of the then-current Initial Franchise Fee; (2) Franchisee signs a general release of all claims in Franchisor's standard form; (3) the Studio and equipment must be upgraded, refurbished or repaired if Franchisor, in its sole discretion, decides it's necessary; and (4) the transferee attends and successfully completes the Recovery Lab training program at its own expense. The Transfer Fee, less any administrative costs incurred by Franchisor to review the proposed transfer and evaluate the prospective transferee, is refundable if the proposed transfer is not approved by Franchisor.

14.4 **Permitted Transfers to a Corporation or LLC or Affiliate Company**. If Franchisee is an individual or partnership, and desires to assign and transfer its rights, assets and obligations under this Agreement to a corporation or limited liability company that is wholly owned by Franchisee and formed for the convenience of ownership, it may do so if the following conditions are met:

A. Franchisee obtains Franchisor's prior written consent on Franchisor's form and execute Franchisor's form of general release in favor of Franchisor;

B. Franchisee's corporation or limited liability company is newly organized, and its activities are confined exclusively to acting as a Recovery Lab Franchisee under this Agreement;

C. Franchisee is in full compliance with this Agreement;

D. Franchisee is current in meeting all financial obligations to Franchisor and its affiliates;

E. Franchisee shall own and control all of the equity and voting power of all issued and outstanding stock of the transferee corporation or all of the equity and voting power of the limited liability company and, if Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in the corporation or limited liability company as he/she/they had in Franchisee prior to the transfer;

F. Franchisee actively manages the corporation or limited liability company and continues to devote his/her/their best efforts to the development and operation of the license and the business of the Recovery Lab Studio;

G. Franchisee executes a written assignment to said transferee corporation or limited liability company, and Franchisee and all shareholders of the transferee corporation or all members of the limited liability company, execute a document in a form prescribed by Franchisor in which they agree to remain jointly and severally liable for full payment and performance and all obligations under this Agreement;

H. Franchisee submits to Franchisor a copy of Franchisee's Articles of Incorporation, partnership documents, operating agreement, bylaws, or a copy of those fully executed legal documents that reflect the formation of such entity, including evidence of distribution of ownership. Franchisee must also provide Franchisor with a certificate of good standing from the state where Franchisee's entity is formed;

I. No new common or preferred voting shares in said corporation, or any similar interests in said limited liability company, whichever is applicable, are issued to any person, partner, partnership, trust, foundation, corporation, limited liability company or other entity of any kind without Franchisor's prior written consent, which consent will not be unreasonably withheld, and then only upon disclosure of the terms and conditions contained herein being made to the prospective new holders of the stock or membership interests, whichever is applicable; and

J. The corporate or limited liability company name of Franchisee's business entity may not include the word "Recovery Lab" or any of the Marks licensed under this Agreement.

K. If all of the above conditions are met and transfer to said corporation or limited liability company is approved by Franchisor, the Transfer Fee shall be waived in this transaction only.

14.5 **Death or Disability of Franchisee**. In the event of the death or disability of Franchisee, if an individual, or of a stockholder of a corporate Franchisee, or of a partner of a Franchisee which is a partnership, or a member of a Franchisee which is a limited liability company, the transfer of Franchisee's or the deceased stockholder's, partner's or member's interest in this Agreement to his or her heirs, trust, personal representative or conservators, as applicable, must occur within six (6) months of the death or disability, but, shall not be deemed a transfer by Franchisee (provided that the responsible supervisorial or managerial personnel or agents of Franchisee have been satisfactorily trained at Franchisor's Initial Training) nor obligate Franchisee to pay any transfer fee. If Franchisor determines (i) there is no imminent transfer to a qualified successor or (ii) there is no heir or other principal person capable of operating the Studio, Franchisor shall have the right, but not the obligation, to immediately appoint a manager and commence operating the Studio on behalf of Franchisee. Franchisee shall be obligated to and shall pay to Franchisor all reasonable costs and expenses for such management assistance, including without limitation, the manager's salary, room and board, travel expenses and all other related expenses of the Franchisor appointed manager. Operation of the Studio during any such period shall be for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee or its owners for any debts, loses or obligations incurred by the Studio, or to any creditor of Franchisee for any supplies, inventory, equipment, furniture, fixtures or services purchased by the Studio during any period in which it is managed by a Franchisor appointed manager. Franchisor may, in its sole discretion, extend the six (6) month period of time for completing a transfer contemplated by this Section.

14.6 **Relocation**. Except in cases when Franchisee is in default of its lease, if the Studio location is lost through condemnation, loss of lease, fire or other casualty, Franchisee may identify a new Authorized Location within the same Designated Search Area in which the Studio was located, subject to the consent of Franchisor. Franchisee must apply for Franchisor's consent to relocate at the new Studio location and execute a general release in favor of Franchisor, both in the form prescribed by Franchisor. Franchisor will consent to or reject Franchisee's relocation application in accordance with its then-current relocation and closure policy. If the Studio is temporarily closed pending relocation, Franchisee may not assign any interest in the franchise to another party or entity until such time as the Studio is once again in operation, as determined by Franchisor. Any such relocation shall be at Franchisee's sole expense.

14.7 **Transfer by Franchisor**. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations herein to any person or legal entity, directly or indirectly, by merger, assignment, pledge or other means.

15. DEFAULT AND TERMINATION OF AGREEMENT

15.1 **Termination of Franchise by Franchisee**. If Franchisee is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure or remedy such breach within thirty (30) days after written notice thereof delivered from Franchisee, Franchisee may terminate this Agreement. Such termination will be effective thirty (30) days after delivery to Franchisor of notice that such breach has not been cured or remedied and Franchisee elects to terminate this Agreement, except that if such cure, by its nature, may take longer than thirty (30) days to cure, then Franchisee may not terminate this Agreement so long as Franchisor is making a good faith effort to cure or remedy

the breach. A termination by Franchisee for any other reasons shall be deemed a termination by Franchisee without cause.

15.2 **Termination of Franchise by Franchisor**. Franchisor shall have the right to terminate this Agreement for "good cause" upon delivering notice of termination to Franchisee. For purposes of this Agreement, "good cause" shall include, without limitation: (i) a material breach of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, (ii) intentional, repeated or continuous breach of any provision of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, and (iii) the breaches set forth below:

A. **Immediate Termination**. Franchisee shall be deemed to be in default and Franchisor may terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee, and such termination shall be for good cause where the grounds for termination are:

(1) Franchisee has made any material misrepresentation or omission in applying for the franchise or in executing or performing under this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates;

(2) Franchisee becomes insolvent by reason of Franchisee's inability to pay debts as they become due, or makes an assignment for the benefit of creditors or makes an admission of Franchisee's inability to pay obligations as they become due;

(3) Franchisee files a petition in bankruptcy, or an involuntary petition in bankruptcy is filed against Franchisee or a receiver is appointed for Franchisee's business, or a final judgment remains unsatisfied or of record for 30 days or longer; or if Franchisee is a corporation, limited liability company or partnership, Franchisee is dissolved;

(4) Franchisee voluntarily abandons or discontinues to actively operate the Studio for two (2) consecutive business days or more in any twelve (12) month period, or it is readily apparent that Franchisee has closed or abandoned the Studio and has discontinued operations;

(5) Franchisee or any of its principal officers, directors, partners or managing members is convicted of or pleads no contest to a felony or other crime or offense that adversely affect the reputation of the System or the goodwill associated with the Marks;

(6) Franchisee makes an unauthorized direct or indirect transfer or attempted or purported transfer of this Agreement, or makes an unauthorized direct or indirect transfer or attempted or purported transfer of an ownership interest in the Franchise, or fails or refuses to transfer the Franchise or the interest in the Franchise of a deceased or disabled controlling owner thereof as required;

(7) Franchisee falsifies any financial reports or records required to be provided by Franchisee to Franchisor under this Agreement;

(8) Franchisee's disclosure, utilization, or duplication of any portion of the System, the Manual or other proprietary or Confidential Information relating to the Studio that is contrary to the provisions of this Agreement;

(9) Franchisee violates any health or safety law, ordinance or regulation or operates the Studio in a manner that presents a health or safety hazard to its customers or to the public;

(10) Franchisee fails to obtain lawful possession of an acceptable location and to open for business as a Recovery Lab Studio within twelve (12) months from the Effective Date of this Agreement, subject to any extensions granted by Franchisor, at its sole discretion;

(11) Franchisee defaults under the lease agreement or otherwise loses the right to possess the premises at the location at which the Studio is located;

(12) Franchisee fails to comply with the covenants not to compete as required in Article 13 herein; or

(13) Franchisee, after curing a default pursuant to Section 15.2B herein, commits the same act of default again within any twelve (12) consecutive month period whether or not such default is cured after notice thereof is delivered to Franchisee, or if Franchisee received three (3) or more default notices from Franchisor within any twelve (12) consecutive monthly period whether or not such defaults were related to the same problem or were cured after notice thereof was delivered to Franchisee.

B. **Termination with Notice**. In addition to the provisions of Section 15.2A, if Franchisee shall be in default under the terms of this Agreement and the default shall not be cured or remedied (to Franchisor's satisfaction) within thirty (30) days after receipt of written notice from Franchisor (and 10 days prior notice in the event of a default described in Subsections (5), (6) and (7) below), in addition to all other remedies available to Franchisor at law or in equity, Franchisor may immediately terminate this Agreement. If any such default is not cured within the specified cure period, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of the cure period. Franchisee shall be in default, and each of the following shall constitute good cause for termination under this Agreement:

(1) Failure, refusal or neglect by Franchisee to obtain Franchisor's prior written approval or consent any time such approval or consent is required by this Agreement;

(2) Franchisee's failure to comply with any provision of this Agreement that does not otherwise provide for immediate termination, or failure to comply with the Manual, or Franchisee's bad faith in carrying out the terms of this Agreement;

(3) Failure by Franchisee to maintain books and financial records for the Studio suitable for proper financial audit or failure by Franchisee to permit Franchisor to carry out its rights to conduct an inspection or audit as provided in this Agreement or failure by Franchisee to submit as required by this Agreement all reports, records and information of the Recovery Lab Studio;

(4) Franchisee, or if Franchisee has elected not to directly supervise "on-premises" the day-to-day Studio operations, then Franchisee's supervisorial or managerial personnel, fails to complete, to Franchisor's satisfaction, the initial training program as provided in this Agreement;

(5) Franchisee fails to pay when due any amount owing to Franchisor or its affiliates

under this Agreement or any other agreement, or is unable to obtain adequate financing to cover all costs of developing, opening and operating the Studio;

(6) Franchisee fails to pay when due any amounts owing to any person or entity in connection with the construction, leasing, financing, operation or supply of the Studio;

(7) Franchisee closes any bank account without completing all of the following after such closing: (i) immediately notifying Franchisor in writing, (ii) immediately establishing another bank account, and (iii) executing and delivering to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account by electronic funds transfer as Exhibit 2 to this Agreement permits;

(8) Franchisee fails to maintain or suffers cancellation of any insurance coverage required under this Agreement;

(9) Any transfer or attempted transfer by Franchisee or any partner, member or shareholder in Franchisee of any rights or obligations under this Agreement to any third party without the prior written consent of Franchisor;

(10) Franchisee offers in conjunction with the operation of the Studio products or services that have not been approved by Franchisor;

(11) Franchisee failures to abide by the pertinent marketing and advertising requirements and procedures and participate in marketing programs for the business as established by Franchisor; or

(12) Franchisee fails to comply with the System Standards as set forth in the provisions of this Agreement, as prescribed by Franchisor, or in the Manual, including, but not limited to, the System Standards for cleanliness, customer service, equipment maintenance, and any other System Standards which effect or enhance the customer experience at the Studio.

15.3 **Cross-Default.** If there are now, or hereafter shall be, other Franchise Agreements or any other agreements in effect between Franchisee and Franchisor and/or any of Franchisor's affiliates, a default by Franchisee under the terms and conditions of this or any other such agreement, shall at the option of Franchisor, constitute a default under all such agreements.

15.4 **Obligations of Franchisee upon Termination, Expiration or Non-Renewal.** Immediately upon termination, expiration or non-renewal of this Agreement for any reason:

A. All rights, privileges and licenses granted by Franchisor to Franchisee shall immediately cease and be null and void and of no further force and effect, and all such rights, privileges and licenses shall immediately revert to Franchisor;

B. Franchisee shall cease to be an authorized Recovery Lab franchise owner, and shall immediately, at its own expense, remove all signs, obliterate or remove all letterheads, labels or any other item or form of identification that would in any way link or associate Franchisee, its goods and/or services with Franchisor, and shall immediately cease to use, in any manner, the Marks, System and any

other copyrighted information or materials or any confidential information Franchisee obtained as a result of the franchise granted to Franchisee;

C. Franchisee shall immediately terminate all advertising and promotional efforts and any other act that would in any way indicate that Franchisee is or was ever an authorized Recovery Lab franchisee;

D. Franchisee shall cancel any assumed name of Franchisee or equivalent registration that contains any Proprietary Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination, expiration or non-renewal of this Agreement;

E. Franchisee agrees not to use any reproduction, counterfeit, copy, or colorable imitation of the Marks that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to use any trade dress or designation of origin or description or representation that falsely suggests or represents an association or connection with Franchisor;

F. Franchisee shall pay all sums owing to Franchisor. In the event of termination for any default of Franchisee, such sums shall include all damages, costs and expenses, including reasonable legal fees, incurred by Franchisor as a result of the default;

G. Franchisee shall comply with the covenants set forth in Articles 12 and 13 of this Agreement;

H. Franchisee shall, at Franchisor's option, assign to Franchisor any interest that Franchisee has in any lease for the premises of the Studio; and

I. Franchisor shall have the option**,** exercisable by giving written notice thereof within thirty (30) days from the date of such termination, expiration or non-renewal to purchase any and all equipment, furniture, fixtures, signs, sundries and supplies owned by Franchisee and used in the Studio, at the lesser of (i) Franchisee's cost less depreciation computed on a reasonable straight line basis (as determined in accordance with generally accepted accounting principles and consistent with industry standards and customs) or (ii) fair market value of such assets, less (in either case) any outstanding liabilities of the Studio. In addition, Franchisor shall have the option to assume Franchisee's lease for the lease location of the Studio, or if an assignment is prohibited, a sublease for the full remaining term on the same terms and conditions as Franchisee's lease. No value will be attributed to the value of the Marks or the system or to the assignment of the lease (or sublease) for the premises or the assignment of any other assets used in conjunction with the Studio, and Franchisor will not be required to pay any separate consideration for any such assignment or sublease.

If the parties cannot agree on fair market value within thirty (30) days of Franchisor's notice of intent to purchase, fair market value shall be determined by an experienced, professional and impartial third-party appraiser without regard to goodwill or going concern value, designated by Franchisor and acceptable to Franchisee, whose determination shall be final and binding on both parties. The cost of such appraisal shall be borne equally by Franchisor and Franchisee. If the parties cannot agree upon an appraiser one shall be appointed by the American Arbitration Association, upon petition of either party.

Franchisor shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of Franchisee and the Studio and to pay such debts and liabilities from such funds.

J. Termination, expiration or non-renewal of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination.

15.5 **Franchisor's Rights and Remedies in Addition to Termination.**

A. If Franchisee shall be in default in the performance of any of its obligations or breach any term or condition of this Agreement, in addition to Franchisor's right to terminate this Agreement, and without limiting any other rights or remedies to which Franchisor may be entitled at law or in equity, Franchisor may, at its election, immediately or at any time thereafter, and without notice to Franchisee cure such default for the account of and on behalf of Franchisee including, without limitation, entering upon and taking possession of the Studio and to taking in the name of Franchisee, all other actions necessary to effect the provisions of this Agreement and any such entry or other action shall not be deemed a trespass or other illegal act, and Franchisor shall not be liable in any manner to Franchisee for so doing, and Franchisee shall pay the entire cost thereof to Franchisor on demand, including reasonable compensation to Franchisor for the management of the Studio.

B. Franchisor and Franchisee agree that Franchisor will suffer compensable damages including, among others, the amount of the Royalty Fees and Marketing Fund Contributions it would have received, and for which it bargained in entering into this Agreement, if Franchisee terminates this Agreement without cause or Franchisor terminates this Agreement because of Franchisee's breach (the "Lost Revenue Damages"). Franchisor and Franchisee acknowledge that, because Royalty Fees and Marketing Fund Contributions are calculated as a percentage of the Studio's Gross Sales, it will be impossible to calculate Lost Revenue Damages once the Studio ceases operation. To bring certainty to that determination, Franchisor and Franchisee agree that Lost Revenue Damages will equal the net present value of: (1) the lesser of 36 or the number of calendar months remaining on the Term absent the termination, multiplied by (2) the sum of the Royalty Fee and Marketing Fund Contribution percentages in effect as of the termination date, multiplied by (3) the average monthly Gross Sales of the Studio during the 24 full calendar months immediately preceding the termination date, minus (4) any cost savings Franchisor experienced as a result of the termination; provided, however, that if (i) as of the termination date, the Studio had not operated a full 24 calendar months, monthly average Gross Sales will equal the highest monthly Gross Sales achieved during the period in which it operated, and (ii) if the termination was based on Franchisee's unapproved closure of the Studio, average monthly Gross Sales would be based on the 24 full calendar months immediately preceding the closure of the Studio.

C. Franchisor and Franchisee acknowledge and agree that (a) their agreement on the calculation of Lost Revenue Damages is a reasonable determination of actual damages that will be suffered by Franchisor in the event of a termination as described above is not a penalty, and (b) Lost Revenue Damages represent only lost Royalty Fees and Marketing Fund Contributions, and the right to recover such damages is not exclusive of and does not replace any other rights Franchisor has under this Agreement or applicable law if this Agreement is terminated as described above, including the right to

seek other damages it suffers as a result of a termination as described above or the events on which such termination was based.

16. RESOLUTION OF DISPUTES

16.1 **Mediation, Mandatory Binding Arbitration, and Waiver of Court Trial.** Franchisee and Franchisor believe that it is important to resolve any disputes amicably, quickly, cost effectively and professionally and to return to business as soon as possible. Franchisee and franchisor have agreed that the provisions of this Section 16 support these mutual objectives and, therefore, agree as follows:

A. **Claim Process**. Any litigation, claim, dispute, suit, action, controversy, or proceeding of any type whatsoever, between or involving Franchisee and any of its affiliates, on the one hand, and Franchisor and any of its affiliates, on the other hand, arising out of, related to, or referencing this Agreement or its breach in any way, including, without limitation, any claim in contract or tort arising out of the relationship created by this Agreement, for equitable relief, or asserting that this Agreement is invalid, illegal, or void, ("Claim") shall be processed in the following manner, Franchisee and Franchisor each expressly waiving all rights to any court proceeding, except as expressly provided below at Section 16.1 D.

(i) First, the Claim will be discussed in a face-to-face meeting held in the county where Franchisor's then-current headquarters is located, within thirty (30) days after either Franchisee or Franchisor gives written notice to the other proposing such a meeting.

(ii) Second, if the Claim is not resolved from the face-to-face meeting, it shall be submitted to non-binding mediation in the county where Franchisor's then-current headquarters is located. Franchisee and Franchisor will split the costs, and each will bear their own expenses of any mediation. Any mediation/arbitration will be conducted by a mediator/arbitrator experienced in franchising. Any party may be represented by counsel and may, with permission of the mediator, bring persons appropriate to the proceeding. If both Franchisee and Franchisor do not want to participate in mediation, then they shall proceed to arbitration as provided below.

(iii) Third, the Claim shall be submitted to and finally resolved by binding arbitration before a single arbitrator in the county where Franchisor's then-current headquarters is located, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor. On election by any party, arbitration and/or any other remedy allowed by this Agreement may proceed forward at the same time as mediation. Judgment on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction. Any dispute arising out of or in connection with this arbitration provision, including any question regarding its existence, validity, scope, or termination shall be referred to and finally resolved by arbitration.

B. **Confidentiality**. The parties to any meeting/mediation/arbitration will sign confidentiality agreements. However, the parties will be permitted to make public disclosures and filings as are required by law and will be permitted to speak to individuals reasonably necessary to prepare for mediation or arbitration, including but not limited to percipient witnesses and expert witnesses.

C. **Fees and Costs**. In the event of any arbitration or litigation (also including appeals, petitions for confirmation, modification, or vacation of an award) arising out of or relating to a Claim,

this Agreement, the breach of this Agreement, or the relationship of the parties to this Agreement, the prevailing party will be reimbursed by the other party for all costs and expenses incurred in connection with such arbitration or litigation, including, without limitation, reasonable attorneys' fees.

D. **Disputes Not Subject to the Mediation/Arbitration Process**. Claims or disputes seeking (a) injunctive relief as to the validity of the Marks and/or any intellectual property licensed to Franchisee and use of the Marks or other intellectual property licensed to the Franchisee, (b) injunctive relief for health and safety issues and violations, or (c) injunctive relief as to the validity and enforcement of the covenants not to compete, may be submitted to Court, provided that only the portion of any such claim or dispute requesting injunctive relief shall be subject to Court action, and any portion of such claim or dispute seeking monetary damages or other relief will be subject to the Claim Process outlined above in paragraph 16.1.A.

E. **Intentions of Franchisee and Franchisor**. Franchisee and Franchisor mutually agree (and have expressly had a meeting of the minds) that, notwithstanding any contrary provisions of state, federal or other law, and/or any statements in Franchisor's Franchise Disclosure Document required by a state or the Federal government as a condition to registration or for some other purpose:

(i) all issues relating to the enforcement of arbitration-related provisions of this Agreement will be decided by the arbitrator (including all Claims that any terms were procured by fraud or similar means) and governed only by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration and exclusive of state statutes and/or common law;

(ii) all provisions of this Agreement shall be fully enforced, including (but not limited to) those relating to arbitration, waiver of jury trial, limitation of damages, venue, and choice of laws;

(iii) Franchisee and Franchisor intend to rely on federal preemption under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and, as a result, the provisions of this Agreement will be enforced only according to its terms;

(iv) **Franchisee and Franchisor each knowingly waive all rights to a court or jury trial** (except as expressly provided in this Agreement), understanding that arbitration may be less formal than a court or jury trial, may use different rules of procedure and evidence and that appeal is generally less available, but still strongly preferring mediation and/or arbitration as provided in this Agreement;

(v) in the Claim Process, Franchisee and Franchisor agree that each may bring claims against the other only in the Franchisee's or Franchisor's individual capacity and not as a plaintiff or class member in any class or representative action or any multiple plaintiff or consolidated proceeding. Unless both Franchisee and Franchisor agree, no arbitrator may consolidate more than one person's claims or otherwise preside over any form of representative, class, multiple plaintiff or consolidated proceeding; and

(vi) the terms of this Agreement (including but not limited to this Section 16) shall control with respect to any matters of choice of law. Nothing in this or any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document it furnished to Franchisee.

16.2 **Venue.** Without in any way limiting or otherwise affecting the obligations of Franchisee and Franchisor under Section 16.1 above, Franchisee and Franchisor agree that any litigation will be brought in a court of competent jurisdiction in the county where Franchisor's then-current headquarters is located.

16.3 **Class Action Waiver.** To the extent any party brings any claim for relief, cause of action, or proceeding in court, Franchisee and Franchisor also agree that each may only bring such claims for relief, causes of action, or proceedings against the other in the Franchisee's or Franchisor's individual capacity and not as a plaintiff or class member in any class or representative action or any multiple plaintiff or consolidated proceeding. Unless both Franchisee and Franchisor agree, no court may consolidate more than one person's claims for relief, causes of action, or proceeding, or otherwise preside over any form of representative, class, multiple plaintiff, or consolidated proceeding.

16.4 **Choice of Laws.** Franchisee and Franchisor agree on the practical business importance of certainty as to the law applicable to their relationship and its possible effect on the development and competitive position of the System. Therefore, Franchisee and Franchisor also agree that, except with respect to the applicability of the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and the effect of federal pre-emption of state law by such Act, and except to the extent governed by the Lanham Act (15 U.S.C. §1051 et seq.) and other federal laws and as otherwise expressly provided in this Agreement, this Agreement and all other matters, including, but not limited to respective rights and obligations, concerning Franchisee and Franchisor, will be governed by, and construed and enforced in accordance with, the laws of California; except (i) that the statutes or regulations regarding franchises (including, without limitation, investment, registration, disclosure, termination, and/or relationship laws) of the state where the Franchisee's Studio is located shall apply to this Agreement and the parties' relationship instead of California's statutes or regulations regarding franchises; and (ii) the law of California will not govern the covenants not to compete in Article 13 of this Agreement. Instead, the covenants not to compete in Article 13 will be governed by the law of the state where the Franchisee's Studio is located. Franchisee and Franchisor agree that this provision shall be enforced without regard to the laws of California relating to conflicts of laws or choice of law.

16.5 **Binding Effect, Modification.** This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified or supplemented except by means of a written agreement signed by both Franchisee and Franchisor's President or one of Franchisor's Vice Presidents. However, Franchisee and Franchisor understand and agree that changes to the Manual made in accordance with this Agreement are binding and do not require any acceptance by Franchisee, written or otherwise, to be effective and enforceable. No other officer, field representative, salesperson or other person has the right or authority modify this Agreement, or to make any representations or agreements on Franchisor's behalf, and any such modifications, representations and/or agreements will not be binding.

16.6 **Non-Retention of Funds.** Neither party has the right to offset or withhold payments of any kind owed or to be owed to the other against amounts purportedly due as a result of any dispute of any nature or otherwise, except as authorized by an arbitration award, or as expressly provided otherwise in this Agreement.

17. MISCELLANEOUS PROVISIONS

17.1 **Severability of Provisions.** Each provision of this Agreement, and any portion of any provision, is severable (including, but not limited to, any provision related to dispute resolution).

17.2 **Waiver and Delay**. No failure, refusal or neglect of Franchisor to exercise any right, power, remedy or option reserved to it under this Agreement, or to insist upon strict compliance by Franchisee with any obligation, condition, specification, standard or operating procedure in this Agreement, shall constitute a waiver of any provision of this Agreement and the right of Franchisor to demand exact compliance with this Agreement, or to declare any subsequent breach or default or nullify the effectiveness of any provision of this Agreement. Subsequent acceptance by Franchisor of any payment(s) due it under this Agreement shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

17.3 **Designation of Responsible Parties**. Franchisee represents and warrants to Franchisor that the list below states: (i) the name, mailing address and equity interest of each person holding any shares or other form of ownership, or security interest convertible into an equity interest, in Franchisee, showing percentage of ownership held by each and (ii) the name and mailing address of the individual(s) who will be the principal franchisee-operator(s) (the "Designated Operator(s)") of the business franchised hereunder. The Designated Operator(s) (there may be up to two such individuals but only one address to which Franchisor communicates to regarding the franchise) named has the authority to act for Franchisee in all matters relating to the Recovery Lab Franchise, including voting responsibilities. Only those individuals who are party to this Agreement and have an ownership interest in the franchise entity may be listed as a Designated Operator(s). Franchisee shall promptly notify Franchisor of any change in any such information. Any change in the Designated Operator(s) or in shareholder information is subject to Article 14 and the training requirements of this Agreement:

Franchisee is a ☐ _____, organized under the laws of _____, or ☐ Franchisee is an individual or group of individuals, and hereby represents and warrants that the information stated below is true and accurate as of the date set forth below:

Shareholder, Partner, Member or Individual Name and Address	**Percentage of Ownership Interest in Franchisee**
_____	_____
_____	
_____	
_____	_____
_____	
_____	

Designated Operator(s): _____

17.4 **Franchisor's Discretion**. Except as otherwise specifically referenced herein, all acts, decisions, determinations, specifications, prescriptions, authorizations, approvals, consents and similar acts by Franchisor may be taken or exercised in the sole and absolute discretion of Franchisor, regardless of the

impact upon Franchisee. Franchisee acknowledges and agrees that when Franchisor exercises its discretion or judgment, its decisions may be for the benefit of Franchisor or the Recovery Lab franchise network and may not be in the best interest of Franchisee as an individual franchise owner.

17.5 **Notices**.

A. All notices which the parties hereto may be required or permitted to give under this Agreement shall be in writing and shall be given by any of the following methods: (1) personally delivered; (2) mailed by certified or registered mail, return receipt requested, postage paid; (3) by reliable overnight delivery service; or (4) by electronic transmission, including email and facsimile. "Electronic Transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

The addresses for the parties are as follows:

If to Franchisor: Recovery Lab Franchising LLC
8351 Rochester Ave., Suite 108
Rancho Cucamonga, CA 91730
Attn: Jose Luis Zuniga
Email: jlzuniga08@gmail.com

If to Franchisee:

_____
_____
_____
Attention: _____
Email: _____

B. The above addresses given for notices may be changed at any time by either party by giving ten (10) calendar days prior written notice to the other party, as herein provided. Notices delivered by certified or registered mail shall be deemed to have been given three (3) business days after postmark by United States Postal Service, or the next business day after deposit with reliable overnight delivery service or when delivered by hand. Notices sent by electronic transmission shall be deemed to have been given on the next business day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email or facsimile has not been delivered.

17.8 **No Recourse Against Nonparty Affiliates.** All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to this Agreement, but not including separate undertakings such as guarantees of performance, personal guaranties, or corporate guarantees), may be made only against (and are those solely of) the entities that are expressly identified as parties in the preamble to this Agreement ("Contracting Parties"). No Person who is not a Contracting Party, including without limitation any director, officer, employee, incorporator, member,

partner, manager, stockholder, affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates, unless such liabilities, claims, causes of action, and obligations arise from deliberately fraudulent acts. Without limiting the foregoing, to the maximum extent permitted by law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose liability of a Contracting Party on any Nonparty Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Nothing herein is intended to prevent a Contracting Party from pursuing any distinct legal rights it may have against a Nonparty Affiliate which arise from a separate document, such as a guaranty of performance, personal guaranty, corporate guaranty or similar agreement. Notwithstanding any other provision of this Agreement which limits the right of prospective Third-Party Beneficiaries, any Nonparty Affiliate may rely on this provision and enforce it against any Contracting Party or other Person or entity.

17.9 **Force Majeure.** Whenever a period of time is provided in this Agreement for either party to do or perform any act or thing, except the payment of monies, neither party shall be liable or responsible for any delays due to Force Majeure or other causes beyond the reasonable control of the parties that materially affects a party's ability to perform. In this Agreement, the term "Force Majeure" shall include any of the following: (i) casualty or condemnation; (ii) storm, earthquake, hurricane, tornado, flood or other act of God; (iii) war, insurrection, pandemics, epidemics, quarantine restrictions, civil commotion or act of terrorism; (iv) strikes or lockouts; (v) embargoes, lack of water, materials, power or telephone transmissions specified or reasonably necessary in connection with the production, storage, shipment, or sale of goods and services; or (vi) failure of any applicable governmental authority to issue any approvals, or the suspension, termination or revocation of any material approvals, required for the production, storage, shipment, or sale of goods or services. Any time period for the performance of an obligation shall be extended for the amount of time of the delay. The party whose performance is affected by any of such causes shall give prompt written notice of the circumstances of such event to the other party, but in no event more than five (5) days after the commencement of such event. The notice shall describe the nature of the event and an estimate as to its duration. This clause shall not apply or not result in an extension of the term of this Agreement.

17.10 **Similar Agreements**. Franchisor makes no warranty or representation that anything contained in this Agreement may be construed as requiring that all the Recovery Lab franchise agreements issued by Franchisor, during any time period, contain terms substantially similar to those contained in this Agreement. Further, Franchisee agrees and acknowledges that Franchisor may, in its reasonable business judgment, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements granted to other Recovery Lab franchisees in a non-uniform manner, subject to those provisions of this Agreement that require Franchisor to act toward its franchisees on a reasonably non-discriminatory basis.

18. ACKNOWLEDGMENTS

18.1 THE SUBMISSION OF THE AGREEMENT DOES NOT CONSTITUTE AN OFFER AND THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY UPON THE EXECUTION HEREOF BY THE FRANCHISOR AND THE FRANCHISEE. THE DATE OF EXECUTION BY THE FRANCHISOR SHALL BE CONSIDERED TO BE THE DATE OF EXECUTION OF THIS AGREEMENT.

18.2 THIS AGREEMENT SHALL NOT BE BINDING ON THE FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF THE FRANCHISOR.

18.3 Franchisee acknowledges and agrees that Franchisor may elect to keep only electronic copies of any and all documents and records pertaining to the franchised business, the System, and the franchise relationship between the parties. Each such electronic record will accurately reflect the information in the document and will remain accessible to all persons entitled by law to access the information for the period of time required by law. The electronic record will be in a form capable of being accurately reproduced for later reference if necessary.

19. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the exhibits hereto, constitute the entire and only agreement between the parties concerning the granting, awarding and licensing of Franchisee as an authorized Recovery Lab Franchisee at the Authorized Location, and supersede all prior and contemporaneous agreements. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties other than those set forth herein. Except for those 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 by the parties and executed by their authorized officers or agents in writing. This Agreement does not alter agreements between Franchisor and Franchisee for other locations. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim representations Franchisor made to Franchisee in the Franchise Disclosure Document or in any related document that Franchisor heretofore furnished to Franchisee.

20. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

20.1 The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective upon execution by Franchisor. By execution of this Agreement, the undersigned each individually represents that he/she/they is/are duly authorized to execute and deliver this Agreement and that the subject party shall be bound by the signatory's execution of this Agreement.

FRANCHISOR

Recovery Lab Franchising LLC
a California limited liability company

By:_____

Print Name: _____

Title: _____

Effective Date:_____

FRANCHISEE

If Franchisee is an individual:

Signature:_____

Print Name: _____

Date: _____

Signature:_____

Print Name: _____

Date: _____

If Franchisee is a corporation or other entity:

_____
[Name of Franchisee Entity]

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1 TO THE
Recovery Lab FRANCHISE AGREEMENT

AUTHORIZED LOCATION ADDENDUM

This Addendum is made to the Recovery Lab Franchise Agreement (the "Franchise Agreement") between Recovery Lab Franchising LLC ("Franchisor") and _____ ("Franchisee"), dated _____, 20__.

1. **Preservation of Agreement.** Except as specifically set forth in this Addendum, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This Addendum is attached to and upon execution becomes an integral part of the Franchise Agreement.

2. **Authorized Location**. The parties hereto agree that the Authorized Location referred to in Section 1.2 of the Franchise Agreement shall be the following:
_____.

Franchisor's Initials ____ Date _____ Franchisee's Initials ____ Date _____

If the Authorized Location has not been determined at the time of the execution of the Franchise Agreement, the address may be inserted above at a later date but must be initialed and dated by Franchisee and Franchisor.

3. **Protected Territory.** The parties hereto agree that the Protected Territory referred to in Section 1.4 of the Franchise Agreement shall be within the following defined area:

_____
_____.

This Addendum is agreed to and accepted by the parties this ___ day of _____ 20__.

FRANCHISOR:

By: _____

Print Name: _____

Title: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT 2 TO THE
Recovery Lab FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER AGREEMENT

This Electronic Funds Transfer Agreement (the "Agreement") is made on this ___ day of _____ 20___, by and between Recovery Lab Franchising LLC ("Franchisor"), and _____ or their assignee, if a partnership, corporation or limited liability company is later formed ("Franchisee").

WHEREAS, Franchisor and Franchisee are parties to a Recovery Lab Franchise Agreement executed on even date herewith (the "Franchise Agreement") and desire to enter into an Addendum to the Franchise Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and as an inducement to Franchisor to execute the Franchise Agreement, the parties agree as follows:

A. Franchisee shall pay any and all fees and other charges in connection with this Addendum and the Franchise Agreement (including, without limitation, the Royalty Fees, contributions to the Marketing Fund, and any other payments due to Franchisor by Franchisee, and any applicable late fees and interest charges) by electronic, computer, wire, automated transfer, ACH debiting, and bank clearing services (collectively "electronic funds transfers" or "EFT"'), and Franchisee shall undertake all action necessary to accomplish such transfers.

B. Upon execution and delivery of this Agreement, Franchisee shall execute and deliver two (2) originals of the "Electronic Debit Authorization" attached as Exhibit 3 to the Franchise Agreement, which authorizes Franchisee's bank or other financial institution to accept debit originations, electronic debit entries, or other EFT, and electronically deposit fees and contributions owing Franchisor directly to Franchisor's bank account(s). Upon Franchisor's request, Franchisee shall deliver to Franchisor all additional information that Franchisor deems necessary (including, without limitation, financial institution of origin and relevant accounts and ABA/transit numbers for any new bank accounts that Franchisee opens after the date of this Addendum) in connection with such EFT.

C. By executing this Addendum, Franchisee authorizes Franchisor to withdraw funds at such days and times as Franchisor shall determine via EFT from Franchisee's bank account for all fees and other charges in connection with the Franchise Agreement and this Addendum, as described in the first sentence of this paragraph. Franchisee authorizes monthly ACH debits via EFT based on an amount equal to the total monthly amount due Franchisor, as set forth in Section 5 of the Franchise Agreement.

D. Franchisee is responsible for paying all service charges and other fees imposed or otherwise resulting from action by Franchisee's bank in connection with EFT by Franchisor, including, without limitation, any and all service charges and other fees arising in connection with any EFT by Franchisor not being honored or processed by Franchisee's bank for any reason and a Fifty Dollar ($50) charge by Franchisor for processing the EFT. Upon written notice by Franchisor to Franchisee, Franchisee may be required to pay any amount(s) due under the Franchise Agreement and/or this Addendum directly to Franchisor by check or other non-electronic means in lieu of EFT at Franchisor's discretion. It shall be a non-curable event of default under Article 15 of the Franchise Agreement if Franchisee closes any bank account without completing all of the following forthwith after such closing: (1) immediately notifying

Franchisor thereof in writing, (2) immediately establishing another bank account, and (3) executing and delivering to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account by EFT as this Addendum permits.

E. Except as specifically set forth in this Addendum, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This Addendum is attached to and upon execution becomes an integral part of the Franchise Agreement.

F. Wherefore, the parties have set forth their hand and seal on the day and date first above written.

FRANCHISOR:

By: _____

Print Name: _____

Title: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT 3 TO THE
Recovery Lab FRANCHISE AGREEMENT

ELECTRONIC DEBIT AUTHORIZATION

FRANCHISOR: RECOVERY LAB FRANCHISING LLC

FRANCHISOR ID NUMBER: _____

The undersigned hereby authorizes Recovery Lab Franchising LLC ("Franchisor"), to initiate debit entries to the undersigned's checking account indicated below and the depository named below (the "Depository"), to debit the same to such account.

Depository Name: _____
Branch: _____
City State and Zip Code: _____
_____
Transit/ABA No.: _____
Account Number: _____

This authority is to remain in full force and effect until the underlying obligations under the Franchise Agreement have been satisfied in full or released in writing by Franchisor.

This authorization further confirms my understanding of Exhibit 2 to the Franchise Agreement signed by me/us in which I/we expressly agree that this authorization shall apply to any and all Depositories and bank accounts with which I/we open accounts during the term of the Franchisee Agreement and any renewals. Without limiting the generality of the forgoing, I/we understand that if I/we close any bank account, I/we are obligated immediately to: (i) notify Franchisor thereof in writing, (ii) establish another bank account, and (iii) execute and deliver to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account/depository by ACH debiting or other electronic means. I/we specifically agree and declare that this Authorization shall be the only written authorization needed from me/us in order to initiate debit entries/ACH debit originations to my/our bank account(s) established with any Depository in the future.

DATE: _____

ID NUMBER: _____

PRINT NAME(S): SIGNATURE(S):

_____ _____

_____ _____

EXHIBIT 4 TO THE
Recovery Lab FRANCHISE AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

For value received, and in consideration for, and as an inducement to Recovery Lab Franchising LLC ("Franchisor") to execute the Recovery Lab Franchise Agreement (the "Franchise Agreement"), of even date herewith, by and between Franchisor and _____ or his assignee, if a partnership, corporation or limited liability company is later formed ("Franchisee"), _____ ("Guarantor(s)"), jointly and severally, hereby unconditionally guarantees to Franchisor and its successors and assigns the full and timely performance by Franchisee of each obligation undertaken by Franchisee under the terms of the Franchise Agreement, including all of Franchisee's monetary obligations arising under or by virtue of the Franchise Agreement.

Upon demand by Franchisor, Guarantor(s) will immediately make each payment required of Franchisee under the Franchise Agreement. Guarantor(s) hereby waives any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Franchise Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of Guarantor(s) under this Guarantee, Indemnification and Acknowledgment, Franchisor may, without notice to Guarantor(s), extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee.

Guarantor(s) waives notice of amendment of the Franchise Agreement and notice of demand for payment by Franchisee and agrees to be bound by any and all such amendments and changes to the Franchise Agreement.

Guarantor(s) hereby agrees to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorney's fees, reasonable costs of investigations, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Franchise Agreement, any amendment, or any other agreement executed by Franchisee referred to therein.

Guarantor(s) hereby acknowledges and agrees to be individually bound by all covenants contained in the Franchise Agreement and all terms and conditions of the Franchise Agreement requiring Franchisee not to disclose confidential information.

This Guarantee shall terminate upon the expiration or termination of the Franchise Agreement, except that all obligations and liabilities of Guarantor(s) that arise from events that occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by Guarantor(s), and all covenants that by their terms continue in force after termination or expiration of the Franchise Agreement shall remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor will be bound by this Guarantee, but only for defaults and obligations existing at the time of death, and the obligations of the other Guarantor(s) will continue in full force and effect.

The validity of this Guarantee and the obligations of Guarantor(s) hereunder shall in no way be terminated, restricted, diminished, affected or impaired by reason of any action that Franchisor might take or be forced to take against Franchisee, or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Franchisor in the Franchise Agreement or otherwise.

The use of the singular herein shall include the plural. Each term used in this Guarantee, unless otherwise defined herein, shall have the same meaning as when used in the Franchise Agreement.

This Guarantee is to be performed in San Bernardino County, California, and shall be governed by and construed in accordance with the laws of the State of California. Guarantor(s) specifically agrees that the state and federal courts situated nearest to San Bernardino County, California, shall have exclusive jurisdiction over Guarantor(s) and this Guarantee. In connection therewith, each of the undersigned hereby appoints the Secretary of State for the State of California as his agent for service of process to receive summons issued by the court in connection with any such litigation. Notwithstanding the foregoing, Franchisor and Guarantor(s) agree that any dispute under this Guarantee shall be resolved by arbitration pursuant to Article 16 of the Franchise Agreement (except as otherwise provided in Article 16 of the Franchise Agreement).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Franchise Agreement.

GUARANTOR	**GUARANTOR**
By: _____	By: _____
Print Name: _____	Print Name: _____
SS #: _____	SS #: _____
DOB: _____	DOB: _____
Driver's License No. _____	Driver's License No. _____

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

_____	_____
Name of Guarantor	Name of Guarantor
_____	_____
Name of Guarantor's Spouse	Name of Guarantor's Spouse
_____	_____
Signature of Guarantor's Spouse	Signature of Guarantor's Spouse

EXHIBIT 5 TO THE
Recovery Lab FRANCHISE AGREEMENT

ADDENDUM TO LEASE

This Addendum to Lease (this "Addendum") modifies and supplements that certain lease dated _____ and entered into by Tenant and Landlord concerning the Location at _____(the "Lease").

Landlord and Tenant, intending that Recovery Lab Franchising LLC, a California limited liability company, ("Franchisor") (and its successors and assigns) be a third-party beneficiary of this Addendum, agree as follows:

(1) Landlord shall, during the term of the Lease and thereafter, provide Franchisor all sales and other information it may have, whether provided by Tenant or otherwise, related to the operation of Tenant's Studio as Franchisor may reasonably request;

(2) Tenant may display the trademarks, service marks and other commercial symbols owned by Franchisor and used to identify the service and/or products offered at the Studio, including the name "Recovery Lab," the Studio design and image developed and owned by Franchisor, as it currently exists and as it may be revised and further developed by Franchisor from time to time, and certain associated logos in accordance with the specifications required by the Recovery Lab Manual, subject only to the provisions of applicable law and in accordance with provisions in the Lease no less favorable than those applied to other tenants of Landlord;

(3) Tenant shall not, and the Landlord shall not permit the tenant to, sublease or assign all or any part of the Lease or the Premises, or extend the term or renew the Lease, without Franchisor's prior written consent;

(4) Landlord shall provide Franchisor with a copy of any written default notice sent to Tenant, concurrently with such notice sent to Tenant, and thereupon grant Franchisor the right (but not the obligation) to cure any deficiency or default under the Lease, should Tenant fail to do so, within five (5) days after the expiration of the period in which Tenant may cure the default;

(5) The Premises shall be used only for the operation of a Recovery Lab Studio;

(6) Tenant may, without Landlord’s consent (but subject to providing Landlord with written notice thereof), at any time assign this Lease or sublease the whole or any part of the Premises to Franchisor or any successor, subsidiary or affiliate of Franchisor;

(7) In the event of an assignment of the Lease to Franchisor as described in (6) above, Franchisor may further assign this Lease, subject to Landlord's consent, such consent not to be unreasonably withheld based on the remaining obligations of assignee under the Lease, to a duly

authorized franchisee of Franchisor, and thereupon Franchisor shall be released from any further liability under the Lease;

(8) Until changed by Franchisor, notice to Franchisor shall be sent as follows:

Recovery Lab Franchising LLC
8351 Rochester Ave., Suite 108
Rancho Cucamonga, CA 91730
Attn: Jose Luis Zuniga
Email: jlzuniga08@gmail.com

(9) None of the provisions in this Addendum or any rights granted Franchisor hereunder, may be amended absent Franchisor's prior written consent.

AGREED:

TENANT	LANDLORD
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Exhibit B
To Franchise Disclosure Document

LIST OF STATE AGENTS FOR SERVICE OF PROCESS
AND STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA
Commissioner of Financial Protection and Innovation
DFPI Main Office – Sacramento
2101 Arena Boulevard
Sacramento, CA 95834
Tel: (415) 972-8559
Fax: (415) 972-8590
Toll Free: (866) 275-2677
Website: https://dfpi.ca.gov
Email: Ask.DFPI@dfpi.ca.gov

CONNECTICUT
Department of Banking
Securities and Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103-1800
Tel: (860) 240-8230

FLORIDA
Tom Kenny, Regulatory Consultant
Department of Agriculture & Consumer Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, Florida 32314
Tel: (850) 488-2221
Fax: (850) 410-3804

HAWAII
(for service of process)
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

(state agency)
Department of Commerce &
Consumer Affairs
King Kalakaua Building
335 Merchant Street, Rm 203
Honolulu, Hawaii 96813
Tel: (808)586-2722
Fax: (808) 587-7559

ILLINOIS
Franchise Bureau
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA
(for service of process)
Indiana Secretary of State
201 State House
Indianapolis, Indiana 46204

(state agency)
Securities Commissioner
Indiana Secretary of State
Securities Division, Franchise Section
302 West Washington Street,
Room E-111
Indianapolis, Indiana 46204
Tel: (317) 232-6681

IOWA
Dennis Britson
Director of Regulated Industries Unit
Iowa Securities Bureau
340 Maple
Des Moines, Iowa 50319-0066
Tel: (515) 281-4441
Fax: (515) 281-3059
email: iowasec@iid.state.ia.us

MARYLAND
(for service of process)
Maryland Securities Commissioner
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

(state agency)
Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
Tel: (410) 576-6360

MICHIGAN
(for service of process)
Michigan Department of Consumer and Industry Services
Bureau of Commercial Services
Corporations Division
PO Box 30054
Lansing, Michigan 48909
Tel: (517) 241-6470

MICHIGAN
(state agency)
Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Section
670 Law Building
Lansing, MI 48913
Tel: (517) 373-7117

MINNESOTA
Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
Tel: (651) 539-1638

NEBRASKA
Gene Schenkelberg, Securities Analyst
Department of Banking & Finance
1200 N. Street, Suite 311
P.O. Box 95006
Lincoln, Nebraska 68509
Tel: (402) 417-3445

NEW YORK
(Agent for Service of Process)
Secretary of State
99 Washington Avenue
Albany, NY 12231

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

NORTH DAKOTA
(for service of process)
North Dakota Securities Commissioner
North Dakota Securities Department
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505-0510

(state agency)
North Dakota Securities Department
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505-0510
Tel: (701) 328-2910

OREGON
Director, Department of Consumer &
Business Services
Division of Finance & Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
Tel: (503) 378-4140
Fax: (503) 947-7862
Email: dcbs.dfcsmail@state.or.us

RHODE ISLAND
Director
Securities Division
Department of Business Regulation,
Building 69, First Floor
John O. Pastore Center
1511 Pontiac Avenue,
Cranston, Rhode Island 02920
Tel: (401) 462 9582

SOUTH DAKOTA
Director, Department of Labor and
Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, South Dakota 57501
Tel: (605) 773-4823

(continued on next page)

TEXAS
Statutory Document Section
Secretary of State
1719 Brazos
Austin, Texas 78701
Attn: Dorothy Wilson
Tel: (512) 475-1769

UTAH
Director, Division of Consumer Protection
Utah Dept. of Commerce
160 East Three Hundred South
SM Box 146704
Salt Lake City, Utah 84114-6704
Tel: (801) 530-6601
Fax: (801) 530-6001

VIRGINIA
(for service of process)
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

(state agency)
Director
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
Tel: (804) 371-9051

WASHINGTON
(for service of process)
Administrator
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501

WASHINGTON
(state agency)
Administrator
Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
Tel: (360) 902-8760
Fax: (360) 902-0524

WISCONSIN
Commissioner of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, Wisconsin 53701-1768
Tel: (608) 266-2801

Exhibit C
To Franchise Disclosure Document

FINANCIAL STATEMENTS

RECOVERY LAB FRANCHISING LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2025 AND 2024

V|H VELEZ◆HARDY
CPAs and Advisors

RECOVERY LAB FRANCHISING LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

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Statements of Loss and Member's Equity (Deficit) 4

Statements of Cash Flows 5

Notes to the Financial Statements 6-8

Independent Auditor's Report

To the Member
Recovery Lab Franchising LLC

Opinion
We have audited the accompanying financial statements of Recovery Lab Franchising LLC, which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of loss and member's equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Recovery Lab Franchising LLC as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with 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 Recovery Lab Franchising LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Recovery Lab Franchising LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Recovery Lab Franchising LLC's ability to continue as a going concern for a reasonable period of time.

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

Velez & Hardy

January 13, 2026
Las Vegas, NV

RECOVERY LAB FRANCHISING LLC
BALANCE SHEETS
DECEMBER 31, 2025 AND 2024

	2025	2024
ASSETS		
Current Assets:		
Cash	$ 69,597	$ 955
Total Assets	$ 69,597	$ 955
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Deferred franchise fees, current	$ 9,800	$ -
Total current liabilities	9,800	-
Long-Term Liabilities:		
Deferred franchise fees, net of current	78,400	-
Total long-term liabilities	78,400	-
Total Liabilities	88,200	-
Member's Equity (Deficit)	(18,603)	955
Total Liabilities and Member's Equity (Deficit)	$ 69,597	$ 955

See accompanying notes to the financial statement.

RECOVERY LAB FRANCHISING LLC
STATEMENTS OF LOSS AND MEMBER'S EQUITY (DEFICIT)
FOR THE YEARS ENDING DECEMBER 31, 2025 AND 2024

	2025	2024
Revenue	$ 9,800.00	$ -
Operating Expenses:		
Bank charges	150	45
Legal and professional fees	-	30,000
Outside services	29,200	19,000
Office expenses	8	-
Total operating expenses	29,358	49,045
Net Loss	(19,558)	(49,045)
Member's Equity (Deficit), Beginning of Year	955	-
Member contributions	-	50,000
Member's Equity (Deficit), End of Year	$ (18,603)	$ 955

RECOVERY LAB FRANCHISING LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDING DECEMBER 31, 2025 AND 2024

	2025	2024
Cash Flows From Operating Activities:		
Net loss	$ (19,558)	$ (49,045)
Changes in:		
Increase (decrease) in deferred franchise fees	88,200	-
Net cash used in operating activities	68,642	(49,045)
Cash Flows From Financing Activities:		
Member capital contributions	-	50,000
Net cash provided by financing activities	-	50,000
Net Change in Cash	68,642	955
Cash, Beginning of Year	955	-
Cash, End of Year	$ 69,597	$ 955

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Recovery Lab Franchising LLC (the "Company") is presented to assist in understanding the Company's financial statement. The financial statement and notes are representations of the Company's management, which is responsible for the integrity and objectivity of the financial statement. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statement.

Nature of the Business

The Company was formed on March 27, 2024, under the laws of the state of California. The Company sells franchises that offer recovery therapies and services, including cryotherapy, mobility stretching, compression, rock blading/rock taping, cupping, hyperbaric oxygen therapy, and percussion therapy at studios identified by the "Recovery Lab" trade name and marks.

Basis of Presentation

The financial statement is prepared on the accrual basis of accounting, which recognizes income when earned and expenses when incurred.

Use of Estimates in Preparation of Financial Statement

The preparation of a financial statement in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments available for current use with an original maturity of three months or less to be cash equivalents.

Revenue Recognition

In accordance with ASC 606, the Company applies each of the following steps in the recognition of contract revenue:

- Identifies contracts with customers.
- Identifies performance obligations in contracts.
- Determines transaction prices.
- Allocates transaction prices to performance obligations in the contracts.
- Recognizes revenue when performance obligations are satisfied.

The Company executes franchise agreements for each franchise which set out the terms of the agreement with the franchise. Franchise agreements typically require the franchise to pay an initial, non-refundable fee and continuing fees.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Services provided in exchange for initial franchise fees are highly interrelated with the franchise right and are not individually distinct from the ongoing services the Company provides to its franchisees. As a result, initial franchise fees are recognized as revenue over the term of each respective franchise agreement. Revenues for these initial franchise fees are recognized on the straight-line basis, which is consistent with the franchisee's right to use and benefit from intellectual property.

The Company's contract liabilities are comprised of unamortized initial franchise fees. As of December 31, deferred franchise fees consisted of the following:

	2025	2024
Deferred franchise fees	$ 88,200	$ -
Less: current maturities	(9,800)	-
	$ 78,400	$ -

As of December 31, the Company expects to recognize contract liabilities as revenue over the remaining term of the associated franchise agreements as follows:

2026	$ 9,800
2027	9,800
2028	9,800
2029	9,800
2030	9,800
Thereafter	39,200
	$ 88,200

Income Taxes

The Company is treated as a pass-through entity for federal and state income tax purposes. Therefore, the Company does not pay federal or state taxes on its income. No provision for income tax for the Company has been made in the accompanying financial statement.

As defined by Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 740, Income Taxes, no provision or liability for materially uncertain tax positions was deemed necessary by management. Therefore, no provision or liability for uncertain tax positions has been included in this financial statement.

The Company is not subject to potential income tax examinations by tax authorities.

NOTE 2 – REVENUE RECOGNITION

As of December 31, the timing and recognition of revenue was as follows:

	2025	2024
Services transferred at a point in time	$ -	$ -
Services transferred over time	9,800	-
	$ 9,800	$ -

NOTE 3 – MANAGEMENT'S REVIEW OF SUBSEQUENT EVENTS

Management has evaluated subsequent events through January 13, 2026, the date on which the financial statement was available to be issued. No events were identified that required adjustment or disclosure in the financial statement.

Exhibit D
To Franchise Disclosure Document

TABLE OF CONTENTS OF THE OPERATIONS MANUAL

RECOVERY LAB
OPERATIONS MANUAL
TABLE OF CONTENTS

	PAGES IN SECTION
Jumpstart Guide: **(Total Pages 59)**	
• Introduction	5
• Corporate Office	5
• New Franchisees	4
• Business Entity	6
• License, Taxes, and Insurance	12
• Vendors	5
• Competition	4
• Staff	9
• Training	6
• Conclusion	3
Operations Materials: (Total Pages 109)	
• Introduction	5
• Corporate Information	8
• Policies and procedures	21
• Administrative Management	22
• Daily operations	18
• Marketing	20
• Cleaning and Equipment Maintenance	10
• Conclusion	5
TOTAL PAGES	**168**

Exhibit E
To Franchise Disclosure Document

GENERAL RELEASE OF ALL CLAIMS

GENERAL RELEASE OF ALL CLAIMS

_____("**FRANCHISEE**") and _____, **an individual** ("**GUARANTOR**") enter into this General Release on _____, with reference to the following facts:

1. On _____, **Recovery Lab Franchising LLC,** a California limited liability company ("**FRANCHISOR**"), and FRANCHISEE entered into a Franchise Agreement (the "**Franchise Agreement**") to operate a Recovery Lab Studio located at _____ (the "**Premises**"). GUARANTOR guaranteed FRANCHISEE'S performance under the Franchise Agreement pursuant to a Guarantee and Assumption of Obligations (the "**Guarantee**"). In consideration of FRANCHISOR'S processing and approval of _____, the Franchise Agreement provides that FRANCHISEE must sign this General Release as a condition to such _____. All capitalized terms not otherwise defined in this General Release shall have the same meaning as in the Franchise Agreement and/or the Guarantee.

2. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRANCHISEE and GUARANTOR hereby release and forever discharge FRANCHISOR, its parents and subsidiaries and the directors, officers, employees, attorneys and agents of said corporations, and each of them, from any and all claims, obligations, liabilities, demands, costs, expenses, damages, actions and causes of action, of whatever nature, character or description, known or unknown (collectively "**Damages**"), which arose on or before the date of this General Release, including any Damages with respect to the Franchise Agreement, the Franchised Business, the Premises and the Guarantee. FRANCHISEE waives any right or benefit which FRANCHISEE or GUARANTOR may have under Section 1542 of the California Civil Code or any equivalent law or statute of any other state. Section 1542 of the California Civil Code reads as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

3. This General Release sets forth the entire agreement and understanding of the parties regarding the subject matter of this General Release and any agreement, representation or understanding, express or implied, heretofore made by any party or exchanged between the parties are hereby waived and canceled.

4. This Agreement shall be binding upon each of the parties to this General Release and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year set forth above.

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

GUARANTOR:
(An individual)

By: _____

Print Name: _____

Exhibit F
To Franchise Disclosure Document

STATE SPECIFIC ADDENDA

ADDITIONAL STATE DISCLOSURES

If the franchise is located in or if franchisee is a resident of any of the following states, then the designated provisions in the Uniform Franchise Disclosure Document ("Disclosure Document") and Franchise Agreement will be amended as follows:

CALIFORNIA

ADDENDUM TO DISCLOSURE DOCUMENT

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

Our website, www.recoverylab.co, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at https://dfpi.ca.gov

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 14 DAYS PRIOR TO EXECUTION OF THE AGREEMENT.

1. The following language is added to the end of Item 3 of the Disclosure Document:

   Neither Recovery Lab Franchising LLC, nor any person identified in Item 2, or an affiliate or franchise broker offering franchises under our principal trademark is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

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

   The Franchise Agreement requires Franchisee 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 thereunder is void.

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

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

   The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law, but we will enforce it to the extent enforceable.

The Franchise Agreement requires application of the laws of the state where the Franchisor's then-current headquarters is located. This provision may not be enforceable under California law, but we will enforce it to the extent enforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in in the county where the Franchisor's then-current headquarters is located (currently, San Bernardino County, California) with the costs being borne by the non-prevailing party. The prevailing party shall be entitled to recover reasonable compensation for expenses, costs and fees in connection with arbitration, including reasonable attorney's fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

3. The following risks are added to the "**Special Risks to Consider About *This* Franchise**" page:

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. Note: maximum price agreements are not per se violations of the Sherman Act.

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

5. THE REGISTRATION OF THIS FRANCHISE OFFERING BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER.

6. 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.

7. The following statement is added to Item 6:

   The maximum interest rate allowed in California is 10% annually.

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

9. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has

imposed a requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10 C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is in the amount of $139,000.00 with Travelers Casualty and Surety Company of America and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

HAWAII

ADDENDUM TO DISCLOSURE DOCUMENT

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 Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs 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 Disclosure Document, together with an copy of all proposed agreements relating to the sale of the franchise.

This Disclosure Document contains a summary only of certain material provisions of the franchise agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the franchisee.

ILLINOIS

ADDENDUM TO DISCLOSURE DOCUMENT

1. Illinois law governs the Franchise Agreement.

2. 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.

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

4. 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.

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.

6. By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

ILLINOIS

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987 (as amended), the parties to the attached Franchise Agreement ("**Agreement**") agree as follows:

1. Illinois law governs the Franchise Agreement.

2. 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.

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

4. 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.

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

Recovery Lab Franchising LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

ILLINOIS

AMENDMENT TO AREA DEVELOPMENT AGREEMENT

The Area Development Agreement is specifically amended as follows:

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987 (as amended), the parties to the attached Area Development Agreement ("**Agreement**") agree as follows:

1. Illinois law governs the agreements between the parties to this franchise.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Act provides that 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.

4. Your rights upon termination and non-renewal of a franchise are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. Section XVI, Entire Agreement, shall be amended by adding the following:

"Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments."

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.

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

Recovery Lab Franchising LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

MARYLAND

ADDENDUM TO DISCLOSURE DOCUMENT

1. The "**Summary**" section of Item 17(c) entitled **Requirements for Franchisee to renew or extend**, and the "Summary" section of Item 17(m) entitled **Conditions for Franchisor approval of transfer**, is amended by adding the following:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The "**Summary**" section of Item 17(h) entitled **"Cause" defined (defaults which cannot be cured)**, is amended by adding the following:

> The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The following are added to the end of the chart in Item 17:

> Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.
>
> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. 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 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 with the franchise.

MARYLAND

AMENDMENT TO FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT

The Franchise Agreement and Area Development Agreement are specifically amended as follows to include the following provisions:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Termination upon bankruptcy of the Franchisee might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but Franchisor intends to enforce it to the extent enforceable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel, or waiver of liability as a condition of purchasing a franchise. Any provision of this Agreement which requires a prospective franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise are not intended to, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

This Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

Recovery Lab Franchising LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

MICHIGAN

ADDENDUM TO DISCLOSURE DOCUMENT

The following disclosures are required by the State of Michigan:

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

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

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

B. A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

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

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

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

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

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

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

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

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

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

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

2. If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00 the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be direct to:

State of Michigan
Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, MI 48933
(517) 373-1160

Note: Despite paragraph F above, we intend to enforce fully the provisions of the arbitration section contained in the Franchise Agreement. We believe that paragraph F is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce this section as well.

MINNESOTA

ADDENDUM TO DISCLOSURE DOCUMENT

In accordance with the requirements of the state of Minnesota the following disclosure should be read in conjunction with the Disclosure Document. Any inconsistency with the information contained in the Disclosure Document will be resolved in favor of this Minnesota Addendum.

1. Item 13 **Trademarks** is amended by adding the following:

   As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any of your costs incurred in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and are given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. Item 17 **Renewal, Termination, Transfer and Dispute Resolution** is amended by adding the following:

   A. **Renewal and Termination**
   With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.

   B. **Choice of Forum**
   Nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

   C. **Releases**
   A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Section 80C.22.

3. 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.

4. 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 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 Disclosure Document, together with a copy of all proposed agreements relating to the franchise. This Disclosure Document 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.

5. With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Section 80C.17, Subd. 5, which requires that no action may be commenced more than three years after the cause of action accrues.

6. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, us obtaining injunctive relief, termination penalties or judgment notes. However, we and you will enforce these provisions in the Franchise Agreement and/or Area Development Agreement to the extent the law allows.

7. 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 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 with the franchise.

8. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

MINNESOTA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et seq., the parties to the attached Franchise Agreement ("Agreement") agree as follows:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

As required by Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), Franchisor will reimburse Franchisee for any costs incurred by Franchisee in the defense of Franchisee's right to use the Marks, so long as Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

A general release shall not relieve any person from liability imposed by the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Section 80C.22.

With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.17, Subd. 5, which requires that no action may be commenced more than three years after the cause of action accrues.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit Franchisor from requiring litigation to be conducted outside Minnesota. Those provisions also provide that nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Minn. Rule Part 2860.4400J prohibits a Franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; waiving any bond required by a court; or consenting to liquidated damages, Franchisor obtaining injunctive relief, termination penalties or judgment notes. However, Franchisor and Franchisee will enforce these provisions in the Agreement to the extent the law allows.

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

Recovery Lab Franchising LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

NEW YORK

ADDENDUM TO DISCLOSURE DOCUMENT

The Disclosure Document is amended as follows:

1. The following paragraphs are added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK, 10271-0332.

WE MAY, IF WE CHOOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, WE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action

brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither we nor any of our affiliates, predecessors, officers, or general partners have, during the 10-year period immediately before the date of the Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of ours held this position in such company or partnership.

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

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Items 17(d), titled "**Termination by franchisee"**:

You may terminate the agreement on any grounds available by law.

7. The following language is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following language is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law"**:

The forgoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

9. **Franchise Questionnaires and Acknowledgements.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller,

or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. **Receipts.** Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

ADDENDUM TO DISCLOSURE DOCUMENT

1. The following language is added to the "Summary" section of Item 17(c) entitled **Requirements for you to renew or extend** and Item 17(m) entitled **Conditions for our approval of a transfer**:

The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.

2. The applicable portion of the "Summary" section of Item 17(i) entitled **Your obligations on termination/non-renewal** is amended to read as follows:

If we prevail in any enforcement action, you will pay all damages and costs we incur in enforcing the termination provisions of the Franchise Agreement.

Any requirement that Franchisee consent to termination penalties or liquidated damages may not be enforceable under North Dakota law.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

3. The following is added to the "Summary" section of Item 17(u) entitled **Dispute resolution by arbitration or mediation**:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

4. The following is added to the "Summary" section of Item 17(r) entitled **Non-competition covenants after the franchise is terminated or expires**:

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

5. The following is added to the "Summary" section of Item 17(v) entitled **Choice of forum**:

However, to the extent allowed by the North Dakota Franchise Investment Law, you may commence any cause of action against us in any court of competent jurisdiction, including the state or federal courts of North Dakota.

6. The following is added to the "Summary" section of Item 17(w) entitled Choice of Law:

To the extent California law conflicts with North Dakota law, North Dakota law will control.

NORTH DAKOTA

AMENDMENT TO FRANCHISE AGREEMENT

1. The following is added to Section 3.2, **"RENEWAL"** and Section 14 "**TRANSFER OF INTEREST**":

   The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.

2. The following is added to Section 16.2, "**VENUE**":

   However, to the extent allowed by the North Dakota Franchise investment Law, Franchisee may commence any cause of action against Franchisor in any court of competent jurisdiction, including the state or federal courts of North Dakota.

3. The following is added to Section 16.1, "**MANDATORY BINDING ARBITRATION"**

   To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which Franchisor and Franchisee mutually agree.

4. Section 18, "**ACKNOWLEDGMENTS**" is amended by the addition of the following language to the original language that appears therein to read as follows:

   Franchisee acknowledges that Franchisee received a copy of this Agreement, the attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) days prior to the date on which this Agreement was executed.

5. Section 13.1 (regarding post-term restrictions) is amended by the addition of the following language to the original language that appears therein:

   Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

6. In Sections 15.4 and 15.5, any requirement that Franchisee consent to termination penalties or liquidated damages may not be enforceable under North Dakota law.

7. The following language is added at the end of Section 16.4, "**CHOICE OF LAWS**":

   To the extent California law conflicts with North Dakota law, North Dakota law will control.

8. The following is added to Section 16.1, "**WAIVER OF COURT TRIAL**":

   The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

9. The following is added to Section 16, "**RESOLUTION OF DISPUTES**":

   The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

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

Recovery Lab Franchising LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

NORTH DAKOTA

AMENDMENT TO AREA DEVELOPMENT AGREEMENT

1. In Section VIII, any requirement that Franchisee consent to termination penalties or liquidated damages may not be enforceable under North Dakota law.

2. Section X (regarding covenants not to compete) is amended by the addition of the following language to the original language that appears therein:

Covenants not to compete such as those mentioned in this Section X are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

3. The following is added to Section XIX (a), "**MANDATORY BINDING ARBITRATION"**

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which Franchisor and Franchisee mutually agree.

4. The following is added to Section XIX(b), "**VENUE**":

However, to the extent allowed by the North Dakota Franchise Investment Law, Franchisee may commence any cause of action against Franchisor in any court of competent jurisdiction, including the state or federal courts of North Dakota.

5. The following language is added at the end of Section XIX(g), "**CHOICE OF LAWS**":

To the extent California law conflicts with North Dakota law, North Dakota law will control.

6. The following is added to Section XIX(c), "**WAIVER OF TRIAL BY JURY":**

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

7. The following is added to Section XIX(d) **"LIMITATIONS ON CLAIMS"**:

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

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

Recovery Lab Franchising LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

RHODE ISLAND

ADDENDUM TO DISCLOSURE DOCUMENT

The following language is added to Item 17(v) entitled **Choice of forum**:

, except as otherwise required by the Rhode Island Franchise Investment Act

RHODE ISLAND

AMENDMENT TO FRANCHISE AGREEMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act (Section 19-28.1-14), the parties to the attached Franchise Agreement agree as follows:

Section 16.2, **"Venue"** is amended by adding the following:

> §19-24.1-14 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."

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

Recovery Lab Franchising LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

SOUTH DAKOTA

AMENDMENT TO FRANCHISE AGREEMENT

The Franchise Agreement is specifically amended as follows:

The following provisions shall apply and supersede any provision in the Franchise Agreement to the contrary:

1. Franchise registration, employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota. As to contractual and all other matters, the Franchise Agreement will be and remain subject to the construction, enforcement and interpretation of the laws of the State specified in Article 16 of this Agreement. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of South Dakota, is deleted from any Franchise Agreement issued in the State of South Dakota.

2. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, or consequential damages or any provision that provides that parties waive their right to a jury trial may not be enforceable under South Dakota law.

3. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of South Dakota.

4. Termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make Royalty payments contained in the Franchise Agreement shall afford you thirty (30) days written notice with an opportunity to cure the default before termination.

5. To the extent this Amendment is inconsistent with any terms or conditions of the Franchise Agreement, schedules or attachments thereto, or the Disclosure Document, the terms of this Amendment shall govern.

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

Recovery Lab Franchising LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

VIRGINIA

ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Recovery Lab Franchising LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statement is added to Item 17.h:

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in 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.

19. **Liquidated Damages**. Liquidated damages in the amount of $10,000 for compromising the secure access to the Manual, as disclosed in Item 6 and Item 11 of the Disclosure Document, will not be charged to franchisees located in the State of Washington.

The undersigned parties do hereby acknowledge receipt of this Addendum. Dated this ___ day of _____ 20___.

Recovery Lab Franchising LLC	Franchisee:_____
By: _____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

Exhibit G
To Franchise Disclosure Document

LIST OF FRANCHISEES AND THEIR OUTLETS

LIST OF FRANCHISEES AND THEIR OUTLETS AT OUR FISCAL YEAR END DECEMBER 31, 2025

There were no franchised Recovery Lab Studios open and operating at the end of our fiscal year 2025. The following table lists Franchise Agreements that were signed but the Studios had not yet opened by the end of the fiscal year.

FRANCHISE AGREEMENTS SIGNED, BUT OUTLETS NOT OPENED IN OUR FISCAL YEAR 2025

FRANCHISEE	CONTACT	STREET ADDRESS	CITY	STATE	ZIP	EMAIL ADDRESS
Martello Investment Group LLC	Richard Morello	To be determined.	Eastvale	CA		martelloinvestmentgroup@gmail.com
Recovery Lab Irvine LLC	Baraa Mudhar	To be determined.	Irvine	CA		irvine@recoverylab.co

Exhibit H
To Franchise Disclosure Document

LIST OF FRANCHISEES WHO CEASED TO DO BUSINESS
UNDER THE FRANCHISE AGREEMENT

FRANCHISEES WHO CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT IN OUR FISCAL YEAR 2025

There were none.

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

Exhibit I
To Franchise Disclosure Document

AREA DEVELOPMENT AGREEMENT

RECOVERY LAB

AREA DEVELOPMENT AGREEMENT

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EXHIBITS

A. (1) DESCRIPTION OF DESIGNATED SEARCH AREA

A. (2) MAP OF DESIGNATED SEARCH AREA

B. DEVELOPMENT SCHEDULE

C. GUARANTY AND ASSUMPTION OF OBLIGATIONS

RECOVERY LAB
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "Agreement") is made effective as of the Effective Date, by and between, RECOVERY LAB FRANCHISING LLC, a California limited liability company, doing business as "RECOVERY LAB" ("Franchisor) and _____, a/an _____ ("Developer"). The "Effective Date" is the date Franchisor signs this Agreement as shown beneath its signature hereto.

RECITALS

A. The First Recovery Lab LLC (formerly known as Reliable Wholesale, LLC), a California limited liability company, ("Licensor") owns and has developed and administers a system (the "System") for the establishment and operation of wellness center businesses offering recovery therapies and services, including cryotherapy, mobility stretching, Normatec compression, rock blading/rock taping, cupping, hyperbaric oxygen therapy, and percussion therapy (the "Recovery Lab Studios"). Such businesses are identified by the RECOVERY LAB® trade name, logos, trademarks and service marks, and other related trade dress, as licensed hereunder (the "Marks").

B. The System and its distinguishing characteristics include, but are not limited to, various wellness-related therapies and proprietary techniques and methods used to treat injuries, manage pain, and facility recovery; the Marks; trade secrets; copyrights; confidential and proprietary information, including, without limitation, proprietary methods, procedures, standards and specifications set out in the confidential Operations Manuals (collectively, the "Manual") and otherwise in writing; customer service standards and methods; marketing techniques; specifications for the recovery equipment, inventory, furniture and fixtures; cost controls; accounting and reporting procedures; and the distinctive interior design, layout, and color scheme and décor. Licensor may change, improve, add to, and further develop the elements of the System from time to time.

C. Pursuant to a written agreement dated September 16, 2024, Franchisor has licensed from Licensor the non-exclusive rights to franchise the System and the Marks in connection with its franchise program.

D. Franchisor grants to qualified persons who are willing to undertake the required investment and effort, a license to establish and operate a Recovery Lab Studio (a "Studio").

E. Developer has applied for an option to obtain licenses to establish and operate multiple Recovery Lab Studios and such application has been approved by Franchisor in reliance upon all of the representations made therein.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other set forth in this Agreement, hereby agree as follows:

I. GRANT

(a) Franchisor hereby grants to Developer, pursuant to the terms and conditions of this Agreement, options to obtain licenses to establish and operate _____ (__) Recovery Lab Studios within the search area described in Exhibit A attached hereto and incorporated herein by this reference

("Designated Search Area").

(b) Developer shall be bound by the Development Schedule ("Development Schedule") set forth in Exhibit B. Time is of the essence to this Agreement. Each Studio shall be established and operated pursuant to a separate Recovery Lab franchise agreement ("Franchise Agreement") to be entered into by Developer/Franchisee and Franchisor. Each Franchise Agreement shall be in Franchisor's then-current form of the Franchise Agreement. Developer acknowledges and agrees that all Franchise Agreements entered into in connection with the Studios within the Designated Search Area are independent of this Agreement. The continued existence of such Franchise Agreement shall not depend on the continuing existence of this Agreement.

(c) This Agreement is not a Franchise Agreement, and Developer shall have no right to use the Marks in any manner by virtue hereof or to engage in the business of offering, selling or distributing goods or services under the Marks or the System in any manner.

(d) Developer shall have no right under this Agreement to license others to operate a business or use the System or the Marks.

II. NO EXCLUSIVITY

(a) Developer receives no exclusive rights to the Designated Search Area under this Agreement. So long as Developer is in good standing and in compliance with this Agreement, Franchisor will not establish or license another to establish a Recovery Lab Studio in the Designated Search Area.

(b) During the term of this Agreement, Franchisor reserves the right to:

(i) establish and operate, and allow others to establish and operate, studios using the Marks and the System, at any location outside the Designated Search Area, on such terms and conditions Franchisor deems appropriate;

(ii) establish, and allow others to establish, other businesses and distribution channels (including, but not limited to, sales made at wholesale or sales via the Internet), wherever located or operating and regardless of the nature or location of the customers with whom such other businesses and distribution channels do business, that operate under the Marks or any other trade names, trademarks, service marks or commercial symbols that are the same as or different from the Recovery Lab Studio, and that sell products and/or services that are identical or similar to, and/or competitive with, those that the Recovery Lab Studio customarily sells;

(iii) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at the Studio, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Designated Search Area);

(iv) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at the Studio, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Designated Search Area; and

(v) engage in all other activities not expressly prohibited by this Agreement.

III. DEVELOPMENT FEE

(a) As consideration for the rights and options granted herein, Developer shall pay to Franchisor a development fee ("Development Fee") in the amount of _____, which amount is equal to $39,000 for the first Recovery Lab Studio, plus $34,000 for each subsequent Studio thereafter to be developed under the terms of this Agreement. Upon the execution of this Agreement, Developer shall pay Franchisor a portion of the Development Fee in an amount equal to $39,000 for the first Studio, plus $10,000 for each additional Studio to be developed under the terms of this Agreement. Developer shall pay the remaining $24,000 due for each additional Studio after the first Studio, upon the earlier of: (i) the date that Developer contacts the commercial real estate brokerage firm designated by Franchisor to begin searching for a site for the applicable Studio; or (ii) seven (7) months prior to the date by which the applicable Studio must be open for business, as set forth on the Development Schedule. The Development Fee is non-refundable, in whole or in part, under any circumstance.

(b) Notwithstanding anything to the contrary contained in the Franchise Agreement, the Initial Franchise Fee due for each Studio developed hereunder shall be an amount equal to $39,000 for the first Studio and $34,000 for each subsequent Studio thereafter.

(c) Each time Developer signs a Franchise Agreement for a Recovery Lab Studio developed hereunder, Franchisor will credit the amount paid for the Studio, as part of the Development Fee, against the Initial Franchise Fee due for such Studio.

(d) Developer shall submit separate site information for each Studio to be established within the Designated Search Area by Developer. Developer agrees to hire and use the independent third-party commercial real estate brokerage firm designated by Franchisor to assist Developer with site selection and providing Franchisor with the site location information for approval for each Studio to developed hereunder. A separate Franchise Agreement shall be executed for each such Studio. Upon the execution of each Franchise Agreement, the terms and conditions of such Franchise Agreement shall control the establishment and operation of such Studio.

IV. DEVELOPMENT SCHEDULE AND MANNER OF EXERCISING OPTIONS

(a) Developer agrees to have open and in operation at the end of each Development Period, as defined in the Development Schedule, the cumulative number of Recovery Lab Studios set forth on the Development Schedule. During each Development Period, Developer shall exercise options by entering into Franchise Agreements with Franchisor pursuant to this Agreement for the number of Studios described under the Development Schedule and have such number of Studios open for business. Developer shall at all times after the expiration of each of the Development Periods continuously maintain in operation pursuant to each Franchise Agreement at least the number of Studios set forth on the Development Schedule, provided however that such obligation does not apply to Studios that are transferred in accordance with the provisions of the Franchise Agreement, or are closed due to force majeure.

(b) Developer shall exercise each option granted herein only as follows:

(i) By giving Franchisor written notice of Developer's intention to exercise such option at least thirty (30) days before the execution of the Franchise Agreement for the applicable business; and

(ii) By executing the then-current form of the Franchise Agreement for the applicable Studio and complying with its terms, including, without limitation, the payment of the unpaid balance of the applicable Initial Franchise Fee.

(c) Franchisor shall execute the Franchise Agreement only if (i) Developer is in compliance with all requirements and obligations of this Agreement and all other agreements between Franchisor and Developer, and (ii) Developer is in strict compliance with all of Developer's respective obligations under each Franchise Agreement, including, without limitation, its financial obligations and obligation to operate each Studio in compliance with the System. In order to meet the Development Schedule, the Franchise Agreement must be executed by Developer/Franchisee and Franchisor, and the Studio to be operated under such Franchise Agreement must be open for business within the applicable Development Period. Developer must comply with all of the terms and conditions of each Franchise Agreement.

V. TERM

Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all rights granted hereunder to Developer shall expire on the date of Franchisor's acceptance and execution of a Franchise Agreement for the last Studio to be established pursuant to the Development Schedule attached hereto.

VI. DEVELOPER'S DUTIES

Developer shall perform the following obligations:

(a) Developer shall comply with all terms and conditions set forth in this Agreement.

(b) Developer shall comply with all of the terms and conditions of each Franchise Agreement, including, without limitation, the operating requirements specified in each Franchise Agreement. However, Developer will not be required to attend the initial franchisee training conducted by Franchisor in connection with the second or any subsequent Studio.

(c) At Franchisor's option, at any time during this Agreement, Franchisor may require Developer to engage a district manager to oversee the development and operation of Developer's Studio. Such district manager shall be in addition to, not in lieu of, the managers responsible for the day-to-day operations of the Studio, as required under the Franchise Agreements.

(d) Developer shall at all times preserve in confidence any and all materials and information furnished or disclosed to Developer by Franchisor, and Developer shall disclose such information or materials only to such of Developer's employees or agents who must have access to it in connection with their employment. All of Developer's employees or agents who must have access to such information or materials shall be required to execute nondisclosure agreements in the form acceptable to Franchisor. Developer shall not at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor

otherwise make the same available to any unauthorized person.

(e) Developer shall comply with all requirements of federal, state and local laws, rules and regulations.

(f) Developer shall return to Franchisor all manuals and other confidential information that Developer received from Franchisor in the course of operating the Studio when Developer leaves the System.

VII. PROPRIETARY MARKS/CONFIDENTIALITY

Notwithstanding any provision to the contrary under this Agreement, it is understood and agreed that this Agreement does not grant Developer any right to use the Marks or to use any of Franchisor's confidential information. Further, it is understood and agreed that this Agreement does not grant Developer, and Developer does not have any right to, any copyright or patent which Franchisor or Licensor now owns or may hereinafter own. Rights to the Marks, confidential information, or copyrights are granted only under the Franchise Agreements to be executed by Franchisor and Developer/Franchisee.

VIII. DEFAULT AND TERMINATION

(a) The options granted to Developer in this Agreement have been granted in reliance on Developer's representations and warranties, and strictly on the conditions set forth in this Agreement, including, without limitation, the condition that Developer strictly complies with the Development Schedule.

(b) Developer shall be deemed in default under this Agreement, and all rights granted herein to Developer shall automatically terminate without notice: (i) if Developer is adjudicated bankrupt, becomes insolvent, commits any affirmative action of insolvency or files any action or petition of insolvency, or if a receiver (permanent or temporary) of Developer's property or any part thereof is appointed by a court of competent authority or if Developer makes a general assignment for the benefit of Developer's creditors; (ii) if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless supersedeas bond is filed); (iii) if execution is levied against Developer's business or property, or; (iv) if suit to foreclose any lien or mortgage against Developer's premises or equipment is instituted against Developer and not dismissed within thirty (30) days, or is not in the process of being dismissed; provided, however, that Franchisor reserves the right to be named as trustee or receiver in any voluntary petition for bankruptcy or insolvency filed by Developer.

(c) If Developer fails to exercise options and enter into Franchise Agreements with Franchisor pursuant to this Agreement for Studios within any Options Period, as set forth on the Development Schedule; fails to comply with any other term or condition of this Agreement; makes or attempts to make a transfer or assignment in violation of this Agreement; fails to comply with or meet any operational standards, including, but not limited to, the System Standards and Performance Standards in any individual Franchise Agreement with Franchisor; or fails to comply with the terms and conditions of any individual Franchise Agreement with Franchisor or of any other agreement to which Developer and Franchisor are parties, any such event shall constitute a default under this Agreement. Upon any such default, Franchisor, in Franchisor's discretion, may do any one or more of the following:

(i) Terminate this Agreement and all rights granted hereunder to Developer without affording Developer any opportunity to cure the default effective immediately upon receipt by Developer of written notice from Franchisor;

(ii) Reduce the number of Studios, without refunding any of the Development Fee, which are subject to options granted to Developer pursuant to this Agreement; or

(iii) Exercise any other rights and remedies that Franchisor may have.

(d) Upon termination of this Agreement, all remaining options granted Developer to establish Studios under this Agreement shall automatically be null and void. Developer shall have no right to establish or operate any Studio for which a Franchise Agreement has not been executed by Franchisor. Notwithstanding the above, the terms and conditions of each Franchise Agreement must be complied with by Developer thereunder and shall control in determining whether any default exists under such Franchise Agreement.

(e) No right or remedy herein conferred upon or reserved to Franchisor is exclusive of any other right or remedy provided or permitted by law or equity.

(f) If Developer is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure or remedy such breach within thirty (30) days after written notice thereof delivered from Developer, Developer may terminate this Agreement and/or seek relief in equity or at law.

IX. TRANSFERABILITY

(a) Developer acknowledges that Franchisor maintains a staff to manage and operate the franchise system and that staff members can change as employees come and go. Developer represents that Developer has not signed this Agreement in reliance on any particular owners, directors, officers or employees remaining with Franchisor in that capacity. Franchisor may change Franchisor's ownership or form and/or assign this Agreement and any other agreement to a third party without restriction.

(b) Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer and are granted in reliance upon Developer's personal qualifications. Developer has represented and hereby represents to Franchisor that Developer is entering into this Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the developmental or option rights hereunder.

(c) Neither Developer, nor any of Developer's partners (if Developer is a partnership), members (if Developer is a limited liability company) or shareholders (if Developer is a corporation), without Franchisor's prior written consent, by operation of law or otherwise, shall sell, assign, transfer, convey, give away or encumber to any person, firm or corporation, all or any part of Developer's interest in this Agreement or Developer's interest in the rights granted hereby or Developer's interest in any proprietorship, partnership, limited liability company, corporation or other entity which owns any interest in such rights, nor offer, permit or suffer the same to be sold, assigned, transferred, conveyed, given away or encumbered in any way to any person, firm or corporation. Developer may not, without Franchisor's prior written consent, fractionalize any of Developer's rights granted pursuant to this Agreement. Any purported assignment of any of Developer's or any of Developer's partner's, member's

or shareholder's rights herein not having the aforesaid consent shall be null and void and shall constitute a material default hereunder. Any assignment or transfer may only be made if the proposed assignees or transferees: (i) are of good moral character and have sufficient business experience, aptitude and financial resources, (ii) otherwise meet Franchisor's then applicable standards for developers, (iii) are willing to assume all of Developer's obligations hereunder and to execute and be bound by all provisions of Franchisor's then-current form of the Area Development Agreement for a term equal to the remaining term hereof; and (iv) willing to assume all of Developer's obligations under each and every Franchise Agreement Developer entered with Franchisor. As a condition to granting Franchisor's approval of any such assignment or transfer, Franchisor may require Developer or the assignee or transferee to pay to Franchisor, Franchisor's then-current "Transfer Fee" to defray expenses incurred by Franchisor in connection with the assignment or transfer, legal and accounting fees, credit and other investigation charges and evaluation of the assignee or transferee and the terms of the assignment or transfer. Franchisor shall have the right to require Developer and Developer's owners to execute a general release of Franchisor and Franchisor's owners, directors, officers, successors and assigns, in form and content satisfactory to Franchisor as a condition to Franchisor's approval of the assignment of this Agreement or ownership of Developer.

(d) This Agreement may be assigned to a partnership, limited liability company or corporation which conducts no business other than the business contemplated hereunder and the operation of the Studio, which is actively managed by Developer and in which Developer owns and controls, and continues to own throughout the term of this Agreement, not less than fifty-one percent (51%) of the general partnership interest, limited liability company interest or the corporate equity and voting power, provided that all partners, members or shareholders shall execute an assignment agreement in a form approved by Franchisor undertaking to be bound jointly and severally by all provisions of this Agreement and all issued and outstanding stock certificates of such corporation or other evidence of ownership interest in a partnership or limited liability company shall bear a legend reflecting or referring to the restrictions of this Agreement as designated by Franchisor.

(e) If Developer or Developer's owners shall at any time determine to sell the rights under this Agreement or any of Developer's respective ownership interests in Developer or any of Developer's assets (except in the ordinary course of business), Developer or Developer's owners shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to Franchisor, which shall, for a period of fifteen (15) days from the date of delivery of such offer, have the right, exercisable by written notice to Developer or Developer's owners, to purchase such rights under this Agreement or such ownership interests for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any form of payment proposed in such offer and that Franchisor shall have not less than sixty (60) days to prepare for closing. If Franchisor does not exercise this right of first refusal, Developer or Developer's owners, as applicable, may complete the sale of such interest in this Agreement or such ownership interest, subject to Franchisor's approval of the purchaser as provided in this Section IX, provided that if such sale is not completed within ninety (90) days after delivery of such offer to Franchisor, Franchisor shall again have the right of first refusal provided herein.

(f) Developer must give Franchisor ninety (90) days' written notice prior to any sale or assignment of a full or partial interest in Developer by Developer or any of Developer's owners. The purpose of this Subsection is to enable Franchisor to comply with any applicable state or federal franchise disclosure laws. Developer agrees to indemnify and hold Franchisor harmless for Developer's failure to comply with this Subsection.

(g) Developer must, within fifteen (15) days of receipt of an offer to buy, give Franchisor written notice whenever Developer or any of Developer's owners have received an offer to buy Developer's or such owner's interest in this Agreement or an interest in Developer itself or any options pursuant to this Agreement. Developer must also give Franchisor written notice simultaneously with an offer to sell any interest in this Agreement or an interest in Developer or any options pursuant to this Agreement, made by, for or on behalf of Developer or any of Developer's owners.

(h) No sale, assignment, transfer, conveyance, encumbrance or gift of any interest in this Agreement or in the options granted thereby, shall relieve Developer and the shareholders, members or partners participating in any transfer, of the obligations of the covenants not to compete with Franchisor contained in this Agreement except where Franchisor shall expressly authorize in writing.

X. COVENANTS

(a) Developer acknowledges that Franchisor has granted Developer the rights under this Agreement in consideration of and reliance upon Developer's agreement to deal exclusively with Franchisor. Developer therefore agrees that, during this Agreement's term, neither Developer, any of Developer's owners, nor any of Developer's or Developer's owners' immediate family members will:

(i) have any direct or indirect interest as an owner, whether of record, beneficially, or otherwise, in a Competitive Business, wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this Subsection);

(ii) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(iii) divert or attempt to divert any actual or potential business or customer of a Recovery Lab Studio to a Competitive Business; or

(iv) engage in any other activity which might injure the goodwill of the Marks and/or the System.

(v) The term "Competitive Business" means any business (other than a Recovery Lab Studio) principally offering products and services substantially similar to the products and services then being offered by the Recovery Lab Studio.

(b) Developer covenants that, except as otherwise approved in writing by Franchisor, Developer shall not, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for itself, or through, on behalf of or in conjunction with any person, persons, partnership, limited liability company or corporation, own, maintain, engage in, consult with or have any interest in any Competitive Business within the Designated Search Area or within a twenty-five (25) mile radius of any other Recovery Lab Studio in operation or under construction on the later of the effective date of termination or expiration of this Agreement or on the date on which all persons restricted by this Subsection begin to comply with this Subsection.

(c) Each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section X is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Developer expressly agrees 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 Section X.

(d) Developer understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section X(a) or X(b) of this Agreement, or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof, and Developer agrees that Developer shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XVI hereof.

(e) Franchisor shall have the right to require all of Developer's personnel performing managerial or supervisory functions and all personnel receiving special training from Franchisor to execute similar covenants in a form satisfactory to Franchisor.

(f) In addition to the foregoing covenants, Developer shall be bound by and comply with the covenants contained in each Franchise Agreement executed by Franchisor and Developer.

XI. NOTICES

(a) All notices which the parties hereto may be required or permitted to give under this Agreement shall be in writing and shall be given by any of the following methods: (1) personally delivered; (2) mailed by certified or registered mail, return receipt requested, postage paid; (3) by reliable overnight delivery service; or (4) by electronic transmission, including email and facsimile. "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

The addresses for the parties are as follows:

If to Franchisor: Recovery Lab Franchising LLC
8351 Rochester Ave., Suite 108
Rancho Cucamonga, CA 91730
Attn: Jose Luis Zuniga
Email: jlzuniga08@gmail.com

If to Developer: _____
_____
_____
Attention: _____
Email: _____

(b) The above addresses given for notices may be changed at any time by either party by giving ten (10) calendar days prior written notice to the other party, as herein provided. Notices delivered by certified or registered mail shall be deemed to have been given three (3) business days

after postmark by United States Postal Service, or the next business day after deposit with reliable overnight delivery service or when delivered by hand. Notices sent by electronic transmission shall be deemed to have been given on the next business day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email or facsimile has not been delivered.

XII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

(a) It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. Each party to this Agreement is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other.

(b) Developer shall hold itself out to the public to be an independent contractor operating pursuant to this Agreement. Developer agrees to take such actions as shall be necessary to that end.

(c) Developer understands and agrees that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty or representation on Franchisor's behalf or to incur any debt or other obligation in Franchisor's name and that Franchisor assumes no liability for, nor shall Franchisor be deemed liable by reason of, any act or omission of Developer in Developer's conduct of any Studio or any claim or judgment arising therefrom. Developer shall indemnify and hold Franchisor harmless against any and all such claims directly or indirectly from, as a result of or in connection with Developer's operations hereunder or under any Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

(d) Developer acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at Franchisor's sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any developer based upon the peculiarities of the particular location or circumstance, business potential, population of trade area, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of Developer's business under any Franchise Agreement. Developer shall not be entitled to require Franchisor to disclose or grant to Developer a like or similar variation hereunder to that which may be accorded to any other developer.

XIII. APPROVALS

(a) Whenever this Agreement requires Franchisor's prior approval or consent, Developer shall make a timely written request to Franchisor therefor, and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing.

(b) Franchisor makes no warranties or guarantees upon which Developer may rely and assumes no liability or obligation to Developer or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Developer in connection with this Agreement or by reason of any neglect, delay or denial of any request therefor.

XIV. NON-WAIVER

No failure by Franchisor to exercise any power reserved to Franchisor in this Agreement or to insist upon compliance by Developer with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's rights to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's right in respect to any subsequent default of the same or of a different nature, nor shall any delay, forbearance or omission by Franchisor to exercise any power or right arising out of any breach or default by Developer of any of the terms, provisions or covenants of this Agreement, affect or impair Franchisor's rights, nor shall the same constitute a waiver by Franchisor of any rights hereunder or rights to declare any subsequent breach or default.

XV. SEVERABILITY AND CONSTRUCTION

(a) Each provision of this Agreement shall be deemed severable from the others.

(b) Nothing in this Agreement shall confer upon any person or legal entity other than the parties hereto and such of their respective successors and assigns as may be contemplated by Section IX hereof, any rights or remedies under or by reason of this Agreement.

(c) All captions in this Agreement are intended solely for the convenience of the parties and none shall be deemed to affect the meaning or construction of any provision hereof.

(d) All references herein to gender and number shall be construed to include such other gender and number as the context may require and all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Developer shall be deemed jointly and severally undertaken by all the parties hereto which execute this Agreement on Developer's behalf.

(e) This Agreement may be executed in duplicate and each copy so executed shall be deemed an original.

(f) Nothing contained herein shall be deemed a waiver of any rights Developer may have to rely on information contained in the franchise disclosure document.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire, full and complete agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior agreements. However, nothing contained herein shall be deemed a waiver of any rights Developer may have to rely on information contained in the franchise disclosure document. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing.

XVII. SUPERIORITY OF FRANCHISE AGREEMENT

For each Studio developed in the Designated Search Area, a separate Franchise Agreement shall be executed and any individual franchise fee as prescribed by Franchisor shall be paid to Franchisor. It is understood and agreed by Developer that any and all Franchise Agreements executed in connection with Studio within the Designated Search Area are independent of this Agreement. The continued

existence of any such Franchise Agreement shall not depend on the continuing existence of this Agreement. If any conflict shall arise in connection with this Agreement and any Franchise Agreement executed within the Designated Search Area, the latter shall have precedence and superiority over the former.

XVIII. ENFORCEMENT

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

(b) Nothing in this Agreement bars Franchisor's right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause Franchisor, the Marks and/or the System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions (subject to Franchisor's obligation to arbitrate the underlying claim if required by Section XIX). Developer agrees that Franchisor may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. Developer agrees that Franchisor will not be required to post a bond to obtain injunctive relief and that Developer's only remedy if an injunction is entered against Developer will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

XIX. DISPUTE RESOLUTION

For the purposes of this Section XIX, "Developer" shall be deemed to include its owners, affiliates and its respective employees and representatives, and "Franchisor" shall be deemed to include Franchisor, its parent, and its affiliates.

(a) MEDIATION, MANDATORY BINDING ARBITRATION, AND WAIVER OF COURT TRIAL

Developer and Franchisor believe that it is important to resolve any disputes amicably, quickly, cost effectively and professionally and to return to business as soon as possible. Developer and Franchisor have agreed that the provisions of this Section XIX support these mutual objectives and, therefore, agree as follows:

(1) **Claim Process**. Any litigation, claim, dispute, suit, action, controversy, or proceeding of any type whatsoever, including any claim for equitable relief and/or where Developer is acting as a "private attorney general," suing pursuant to a statutory claim or otherwise, between or involving Developer and Franchisor on whatever theory and/or facts based, and whether or not arising out of this Agreement, ("Claim") will be processed in the following manner, Developer and Franchisor each expressly waiving all rights to any court proceeding, except as expressly provided below at Section XIX.(4).

(i) First, the Claim will be discussed in a face-to-face meeting held in the county where Franchisor's then-current headquarters is located, within thirty (30) days after either Developer or Franchisor gives written notice to the other proposing such a meeting.

(ii) Second, if the Claim is not resolved from the face-to-face meeting, it shall be submitted to non-binding mediation in the county where Franchisor's then-current headquarters is located. Developer and Franchisor will split the costs, and each will bear their own expenses of any mediation. Any mediation/arbitration will be conducted by a mediator/arbitrator experienced in franchising. Any party may be represented by counsel and may, with permission of the mediator, bring persons appropriate to the proceeding. If both Developer and Franchisor do not want to participate in mediation, then they shall proceed to arbitration as provided below.

(iii) Third, the Claim shall be submitted to and finally resolved by binding arbitration before a single arbitrator in the county where Franchisor's then-current headquarters is located, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor. On election by any party, arbitration and/or any other remedy allowed by this Agreement may proceed forward at the same time as mediation. Judgment on any preliminary or final arbitration award will be final and binding, and may be entered in any court having jurisdiction. Any dispute arising out of or in connection with this arbitration provision, including any question regarding its existence, validity, scope, or termination shall be referred to and finally resolved by arbitration.

(2) **Confidentiality**. The parties to any meeting/mediation/arbitration will sign confidentiality agreements, excepting only public disclosures and filings as are required by law.

(3) **Fees and Costs**. The parties will bear their own fees and costs, including attorneys' fees; provided that for matters not settled through agreement of the parties, the arbitrator may assess all, or any portion, of the fees and costs incurred in connection with any arbitration against the party who does not prevail.

(4) **Disputes Not Subject to the Mediation/Arbitration Process**. Claims or disputes relating primarily to (a) the validity of the Marks and/or any intellectual property owned by or licensed to Franchisor, and (b) injunctive relief for health and safety issues and violations, may be subjected to court proceedings, at Franchisor's sole election; provided that only the portion of any claim or dispute relating primarily to the validity of the Marks and/or any intellectual property owned by or licensed to Franchisor and requesting equitable relief shall be subject to court action, and any portion of such claim seeking monetary damages will be subject to the Claim Process outlined above.

(5) **Intentions of Developer and Franchisor**. Developer and Franchisor mutually agree (and have expressly had a meeting of the minds) that, notwithstanding any contrary provisions of state, federal or other law, and/or any statements in Franchisor's Franchise Disclosure Document required by a state or the Federal government as a condition to registration or for some other purpose:

(i) all issues relating to arbitration and/or the enforcement of arbitration-related provisions of this Agreement will be decided by the arbitrator (including all Claims that any terms were procured by fraud or similar means) and governed only by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration and exclusive of state statutes and/or common law;

(ii) all provisions of this Agreement shall be fully enforced, including (but not limited to) those relating to arbitration, waiver of jury trial, limitation of damages, venue, choice of laws, and shortened periods in which to bring Claims;

(iii) Developer and Franchisor intend to rely on federal preemption under the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and, as a result, the provisions of this Agreement will be enforced only according to its terms;

(iv) **Developer and Franchisor each knowingly waive all rights to a court or jury trial** (except as expressly provided in this Agreement), understanding that arbitration may be less formal than a court or jury trial, may use different rules of procedure and evidence and that appeal is generally less available, but still strongly preferring mediation and/or arbitration as provided in this Agreement; and

(v) the terms of this Agreement (including but not limited to this Section XIX) shall control with respect to any matters of choice of law. Nothing in this or any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document it furnished to Developer.

(b) VENUE

Without in any way limiting or otherwise affecting the obligations of Developer and Franchisor under Section XIX (a) above, Developer and Franchisor agree that any litigation will be brought in a court of competent jurisdiction in the county where Franchisor's then-current headquarters is located.

(c) TERMS APPLICABLE TO ALL PROCEEDINGS, WAIVER OF TRIAL BY JURY, CERTAIN CLAIMS, AND CLASS ACTION RIGHTS

With respect to any arbitration, litigation or other proceeding of any kind, Developer and Franchisor:

(1) **knowingly waive all rights to trial by jury**; and

(2) **will pursue any proceeding on an individual basis only, and not on a class-wide or multiple plaintiff basis**.

(d) LIMITATIONS ON CLAIMS

Neither party may make claims for emotional distress, whether negligent or intentional, nor punitive damages.

(e) PERIODS IN WHICH TO MAKE CLAIMS

No arbitration, action or suit (whether by way of claim, counter-claim, cross-complaint, raised as an affirmative defense, offset or otherwise) by either Developer or Franchisor will be permitted against the other, whether for damages, rescission, injunctive or any other legal and/or equitable relief, in respect of any alleged breach of this Agreement, or any other Claim of any type, unless such party commences such arbitration proceeding, action or suit before the expiration of the earlier of:

(1) One (1) year after the date on which the state of facts giving rise to the cause of action comes to the attention of, or should reasonably have come to the attention of, such party; or

(2) Eighteen (18) months after the initial occurrence of any act or omission giving rise to the cause of action, whenever discovered.

The above periods may begin to run, and will not be tolled, even though the claiming party was not aware of the legal theories, statutes, regulations, case law or otherwise on which a claim might be based. If any federal, state or provincial law provides for a shorter limitation period than is described in this Section, then such shorter period will govern. The time period for actions for indemnity shall not begin to run until the indemnified party(ies) have been found liable and any time for appeals has run in the underlying action.

(f) SEVERABILITY OF PROVISIONS

Each provision of this Agreement, and any portion of any provision, is severable (including, but not limited to, any provision related to dispute resolution).

(g) CHOICE OF LAWS

Developer and Franchisor agree on the practical business importance of certainty as to the law applicable to their relationship and its possible effect on the development and competitive position of the System. Therefore, Developer and Franchisor also agree that, except with respect to the applicability of the Federal Arbitration Act, 9 U.S.C. § 1 et seq. and the effect of federal pre-emption of state law by such Act, and except to the extent governed by the United States Trademark Act and other federal laws and as otherwise expressly provided in this Agreement, this Agreement and all other matters, including, but not limited to respective rights and obligations, concerning Developer and Franchisor, will be governed by, and construed and enforced in accordance with, the laws of California; except that the provisions of any law of that state regarding franchises (including, without limitation, registration, disclosure, and/or relationship laws) shall **not** apply unless that state's jurisdictional, definitional and other requirements are met independently of, and without reference to, this Section XIX.(g). Developer and Franchisor agree that this provision shall be enforced without regard to the laws of California relating to conflicts of laws or choice of law.

XX. "DEVELOPER" DEFINED AND GUARANTY

If two or more persons are at any time parties to this Agreement, whether as partners or joint venturers, their obligations and liabilities to Franchisor will be joint and several. References to "owner" mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in Developer (or a transferee of this Agreement or an ownership interest in Developer), including, without limitation, any person who has a direct or indirect interest in Developer (or a transferee) or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets. References to a "controlling ownership interest" in Developer or one of Developer's owners (if an entity) mean the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in Developer or one of Developer's owners, the determination of whether a "controlling ownership interest" is involved must be made as of both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been

transferred (because of the number of owners after the proposed transfer). "Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

XXI. ELECTRONIC MAIL

Developer acknowledges and agrees that exchanging information with Franchisor by e-mail is efficient and desirable for day-to-day communications and that Franchisor and Developer may utilize e-mail for such communications. Developer authorizes the transmission of e-mail by Franchisor and Franchisor's employees, vendors, and affiliates ("Official Senders") to Developer during the term of this Agreement. Developer further agrees that: (a) Official Senders are authorized to send e-mails to those of Developer's employees as Developer may occasionally authorize for the purpose of communicating with Franchisor; (b) Developer will cause Developer's officers, directors and employees to give their consent to Official Senders' transmission of e-mails to them; (c) Developer will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with Developer; and (d) Developer will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the term of this Agreement.

XXII. ACKNOWLEDGMENTS

Developer acknowledges:

(a) The submission of this Agreement does not constitute an offer, and this Agreement shall become effective only upon the execution hereof by Franchisor and Developer. The date of execution by Franchisor shall be considered to be the date of execution of this Agreement.

(b) This Agreement shall not be binding on Franchisor unless and until it has been accepted and signed by an authorized officer of Franchisor.

(c) Franchisee acknowledges and agrees that Franchisor may elect to keep only electronic copies of any and all documents and records pertaining to the franchised business, the System, and the franchise relationship between the parties. Each such electronic record will accurately reflect the information in the document and will remain accessible to all persons entitled by law to access the information for the period of time required by law. The electronic record will be in a form capable of being accurately reproduced for later reference if necessary.

XXIII. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by 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 Franchisor, any franchise seller, or any

other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective upon execution by Franchisor.

RECOVERY LAB FRANCHISING LLC
a California limited liability company

By:_____

Print Name: _____

Title:_____

Effective Date:_____

DEVELOPER

(If Developer is a Corporation, Limited Liability Company, or Partnership):

_____
[Name]

By:_____

Print Name: _____

Title:_____

Date: _____

(If Developer is an Individual and not a Legal Entity):

_____
[Signature]

_____
[Print Name]

Date:_____

_____
[Signature]

_____
[Print Name]

Date:_____

EXHIBIT A (1) TO THE AREA DEVELOPMENT AGREEMENT

DESCRIPTION OF DESIGNATED SEARCH AREA

The parties hereto agree that the Designated Search Area referred to in Section 1 (a) of the Area Development Agreement shall be defined by and exist within the following boundaries:

_____

_____

_____

_____

A map of the Designated Search Area is provided on Exhibit A (2)

RECOVERY LAB FRANCHISING LLC
a California limited liability company

By:_____

Print Name: _____

Title:_____

EFFECTIVE DATE:_____

DEVELOPER

(If Developer is a Corporation, Limited Liability Company, or Partnership):

Entity Name:_____

By:_____

Print Name: _____

Title:_____

Date:_____

(If Developer is an Individual and not a Legal Entity):

Signature:_____

Print Name:_____

Date:_____

Signature:_____

Print Name:_____

Date:_____

EXHIBIT A (2) TO THE AREA DEVELOPMENT AGREEMENT

MAP OF THE DESIGNATED SEARCH AREA

EXHIBIT B TO AREA DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

At the dates set forth below, Developer is obligated by Section IV of the Area Development Agreement to have open and in operation the number of Studios as indicated below:

	Date Development Period Commences	Date by Which Indicated Studio Must be Open for Business	Cumulative Number of Studios to be Open and in Operation
First Studio	_____, 20__	_____, 20__	_____
Second Studio	_____, 20__	_____, 20__	_____
Third Studio	_____, 20__	_____, 20__	_____

FRANCHISOR

RECOVERY LAB FRANCHISING LLC
a California limited liability company

By:_____

Title:_____

Effective Date:_____

DEVELOPER

(**If Developer is a Corporation, Limited Liability Company, or Partnership**):

_____
[Name]

By:_____

Title:_____

Date: _____

(If Developer is an Individual and not a Legal Entity):

Signature:_____

Print Name:_____

Date:_____

Signature:_____

Print Name:_____

Date:_____

EXHIBIT C TO THE AREA DEVELOPMENT AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

For value received, and in consideration for, and as an inducement to RECOVERY LAB FRANCHISING LLC, ("Franchisor") to execute the Recovery Lab Area Development Agreement (the "Area Development Agreement"), of even date herewith, by and between Franchisor and _____ or his assignee, if a partnership, corporation or limited liability company is later formed ("Developer"), _____ ("Guarantor(s)"), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns the full and timely performance by Developer of each obligation undertaken by Developer under the terms of the Area Development Agreement, including all of Developer's monetary obligations arising under or by virtue of the Area Development Agreement.

Upon demand by Franchisor, Guarantor(s) will immediately make each payment required of Developer under the Area Development Agreement. Guarantor(s) hereby waives any right to require Franchisor to: (a) proceed against Developer for any payment required under the Area Development Agreement; (b) proceed against or exhaust any security from Developer; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer. Without affecting the obligations of Guarantor(s) under this Guarantee, Indemnification and Acknowledgment, Franchisor may, without notice to Guarantor(s), extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust or compromise any claims against Developer.

Guarantor(s) waives notice of amendment of the Area Development Agreement and notice of demand for payment by Developer, and agrees to be bound by any and all such amendments and changes to the Area Development Agreement.

Guarantor(s) hereby agrees to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees, reasonable costs of investigations, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Area Development Agreement, any amendment, or any other agreement executed by Developer referred to therein.

Guarantor(s) hereby acknowledges and agrees to be individually bound by all covenants contained in the Area Development Agreement and all terms and conditions of the Area Development Agreement requiring Developer not to disclose confidential information.

This Guarantee shall terminate upon the expiration or termination of the Area Development Agreement, except that all obligations and liabilities of Guarantor(s) that arise from events that occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by Guarantor(s), and all covenants that by their terms continue in force after termination or expiration of the Area Development Agreement shall remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor will be bound by this Guarantee, but only for defaults and obligations existing at the time of death, and the obligations of the other Guarantor(s) will continue in full force and effect.

The validity of this Guarantee and the obligations of Guarantor(s) hereunder shall in no way be

terminated, restricted, diminished, affected or impaired by reason of any action that Franchisor might take or be forced to take against Developer, or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Franchisor in the Area Development Agreement or otherwise.

The use of the singular herein shall include the plural. Each term used in this Guarantee, unless otherwise defined herein, shall have the same meaning as when used in the Area Development Agreement.

This Guarantee is to be performed in San Bernardino County, California, and shall be governed by and construed in accordance with the laws of the State of California. Guarantor(s) specifically agrees that the state and federal courts situated in San Bernardino County, California shall have exclusive jurisdiction over Guarantor(s) and this Guarantee, and further agrees that any action relating to this Guarantee will be brought in a court of competent jurisdiction in the county where Franchisor's then-current headquarters is located. In connection therewith, each of the undersigned hereby appoints the Secretary of State of California as his/her agent for service of process to receive summons issued by the court in connection with any such litigation. Notwithstanding the foregoing, Franchisor and Guarantor(s) agree that any dispute under this Guarantee shall be resolved by arbitration pursuant to Article 16 of the Area Development Agreement (except as otherwise provided in Article 16 of the Area Development Agreement).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Area Development Agreement.

GUARANTOR

By: _____

Print Name: _____

SS #: _____

DOB: _____

Driver's License No. _____

GUARANTOR

By: _____

Print Name: _____

SS #: _____

DOB: _____

Driver's License No. _____

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

_____
Name of Guarantor

_____
Name of Guarantor's Spouse

_____
Signature of Guarantor's Spouse

_____
Name of Guarantor

_____
Name of Guarantor's Spouse

_____
Signature of Guarantor's Spouse

Exhibit J
To Franchise Disclosure Document

STATEMENT OF PROSPECTIVE FRANCHISEE

DO NOT COMPLETE AND SIGN THIS STATEMENT IF YOU ARE A RESIDENT OF, OR IF YOUR FRANCHISED BUSINESS IS TO BE OPERATED IN, CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

RECOVERY LAB
STATEMENT OF PROSPECTIVE FRANCHISEE

[Note: Dates and Answers Must Be Completed in the Prospective Franchisee's Own Handwriting, or by the Prospective Franchisee using an electronic "fill and sign" tool compliant with the ESIGN Act.]

Since the Prospective Franchisee (also called "me," "our," "us," "we" and/or "I" in this document) and Recovery Lab Franchising LLC, a California limited liability company, (also called the "Franchisor" or "Recovery Lab") both have an interest in making sure that no misunderstandings exist between them, and to verify that no violations of law might have occurred, and understanding that the Franchisor is relying on the statements I/we make in this document, I/we assure the Franchisor as follows:

A. The following dates and information are true and correct:

1.	_____, 20___ **Initials** _____	The date on which I/we received a Franchise Disclosure Document about a Recovery Lab Franchise.
2.	_____, 20___ **Initials** _____	The date when I/we received a fully completed copy (other than signatures) of the Franchise Agreement and all other documents I/we later signed.
3.	_____, 20___ **Initials** _____	The earliest date on which I/we signed the Franchise Agreement or any other binding document (not including any Letter or other Acknowledgment of Receipt.)
4.	_____, 20___ **Initials** _____	The earliest date on which I/we delivered cash, check or other consideration to the Franchisor, or any other person or company.

B. Representations and Other Matters:

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side deals," options, rights-of-first-refusal or otherwise of any type (collectively, the "representations"), including, but not limited to, any which expanded upon or were inconsistent with the Disclosure Document, the Franchise Agreement, or any other written documents, have been made to or with me/us with respect to any matter (including, but not limited to, advertising, marketing, site location and/or development, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise) nor have I/we relied in any way on any such representations, except as expressly set forth in the Franchise Agreement, or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

_____.

(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

2. No oral, written, visual or other claim, guarantee or representation (including, but not limited to, charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise), which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, was made to me/us by Franchisor, its affiliates or agents/representatives, nor have I/we relied in any way on any such, except for information (if any) expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein), except as follows:

Prospective Franchisee's Initials: _____

3. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including, but not limited to, the Prospective Franchisee obtaining any financing, the Prospective Franchisee's selection, purchase, lease or otherwise of a location, any operational matters or otherwise) or the Prospective Franchisee fully performing any of the Prospective Franchisee's obligations, nor is the Prospective Franchisee relying on the Franchisor or any other entity to provide or arrange financing of any type, nor have I/we relied in any way on such, except as expressly set forth in the Franchise Agreement or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

_____.
(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

4. The individuals signing for the "Prospective Franchisee" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Franchisee and each of such individuals has received the Uniform Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, each written Addendum and any Personal Guarantees.

Prospective Franchisee's Initials: _____

5. I/we have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Franchisor has strongly recommended that I/we obtain such independent professional advice. I/we have also been strongly advised by the Franchisor to discuss my/our proposed purchase of, or investment in, a Recovery Lab Franchise with existing Franchisees prior to signing any binding documents or paying any sums and I/we have been supplied with a list of existing Recovery Lab Franchisees.

Prospective Franchisee's Initials: _____

6. I confirm that, as advised, I've spoken with past and/or existing Recovery Lab Franchisees, and that I made the decision as to which, and how many, Recovery Lab Franchisees to speak with.

Prospective Franchisee's Initials: _____

7. I/we understand that: entry into any business venture necessarily involves some unavoidable risk of loss or failure.

Prospective Franchisee's Initials: _____

8. I/we understand and agree that the Franchisor does not furnish or endorse, or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, that such information (if any) not expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein) and I/we agree to report any such unauthorized disclosure to the Franchisor.

Prospective Franchisee's Initials: _____

If there are any matters inconsistent with the statements in this document, or if anyone has suggested that I sign this document without all of its statements being true, correct and complete, I/we will (a) **immediately** inform the Franchisor's attorney (858-793-1094) and an officer of the Franchisor and (b) make a written statement regarding such next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.

I/we understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

Date: _____

PROSPECTIVE FRANCHISEE
(Individual)

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

PROSPECTIVE FRANCHISEE (Corp., LLC or Partnership)
[Must be accompanied by appropriate personal guarantee(s)]

_____
Legal Name of Entity
a _____
State of incorporation, formation, etc.

By: _____
Signature

Printed Name: _____

Title: _____

Exhibit K
To Franchise Disclosure Document

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Documents be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Exhibit L
To Franchise Disclosure Document

RECEIPTS

ITEM 23
RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Recovery Lab Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Oklahoma require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise agreement, or other agreement, or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise agreement, or other agreement, or the payment of any consideration, whichever comes first.

If Recovery Lab Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to The Federal Trade Commission, Washington D.C. 20580 and the appropriate State Agency identified on Exhibit B.

The franchisor is Recovery Lab Franchising LLC, located at 8351 Rochester Ave., Suite 108, Rancho Cucamonga, California 91730. The name, principal business address, and telephone number of each Franchise Seller offering the Franchise are: Mario Altiery, at Upside Group Franchise Consulting, 11445 E Via Linda, Scottsdale, Arizona 85268 / (480) 219-2395, and Amanda Miller, at 1001 B Ave., Suite, 102, Coronado, California 92118 / (619) 709-0300.

Issuance Date: March 17, 2026. Recovery Lab Franchising LLC authorizes the agents listed in Exhibit B to receive service of process for it.

I have received a disclosure document dated March 17, 2026, that included the following Exhibits:

A. FRANCHISE AGREEMENT AND EXHIBITS
B. LIST OF STATE AGENTS FOR SERVICE OF PROCESS AND STATE ADMINISTRATORS
C. FINANCIAL STATEMENTS
D. TABLE OF CONTENTS OF THE OPERATIONS MANUAL
E. GENERAL RELEASE OF ALL CLAIMS
F. STATE-SPECIFIC ADDENDA
G. LIST OF FRANCHISEES AND THEIR OUTLETS
H. LIST OF FRANCHISEES WHO CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT
I. AREA DEVELOPMENT AGREEMENT
J. STATEMENT OF PROSPECTIVE FRANCHISEE
K. STATE EFFECTIVE DATES
L. RECEIPTS

Print Name:_____ Signature: _____

Date: _____

Keep this copy for your records.

ITEM 23
RECEIPT

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I. AREA DEVELOPMENT AGREEMENT
J. STATEMENT OF PROSPECTIVE FRANCHISEE
K. STATE EFFECTIVE DATES
L. RECEIPTS

Print Name:_____ Signature: _____

Date: _____

Please sign this copy of the receipt, date your signature, and return it to:
Recovery Lab Franchising LLC located at 8351 Rochester Ave., Suite 108, Rancho Cucamonga, CA 91730.