FRANCHISE DISCLOSURE DOCUMENT

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This disclosure document is for the right vn and operate a Regional Developer Business in which you will be responsible for promoting, establishin d supporting Unit Franchises that will own and operate businesses specializing in offering and providir wide range of medical products and services to healthcare professionals, along with weight loss and wellness products and services to the general public. Unit Franchises will operate their businesses under the trademark RX2Live® and/or such other trademarks that we authorize from time to time ("the Marks"). The term "Regional Developer" or "Regional Developers" mean a person or entity that operates one or several Regional Developer Businesses. Note that the term "Regional Developer(s)" as used in this document has the same definition and meaning as an "Area Representative(s)" under the new NASAA Multi-Unit Commentary adopted in September 2014. Each Unit Franchise will report to and receive support directly and indirectly from you and/or our corporate headquarters. Unit Franchises are offered under a separate disclosure document ("FDD for Unit Franchises").

The estimated total initial investment necessary to begin operations of your Regional Developer Business will range from **$178,397 to $417,597**. This amount includes a Development Fee ranging **from $168,500 to $367,750** that must be paid to the franchisor or an affiliate. Each Regional Developer Business must open at least one Unit Franchise. The estimated total initial investment necessary to begin operations of a Unit Franchise is contained in our FDD for Unit Franchises.

This disclosure document ("Disclosure Document") summarizes certain provisions of your Regional Developer Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, us 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 Brian Hazelgren or Richard Scott, RX2Live, Inc., 5255 W. 11000 N., Ste. 225, Highland, UT 84003, (877) 668-7477.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read your entire 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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising. Call your state agency or visit your public library for other sources of information on franchising. There may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: June ~~26, 2020~~1, 2021

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
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 D 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 RX2Live® Medical® 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 RX2Live® franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

Special Risks to Consider About *This* Franchise

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

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

3. **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.

4. **Limited Operating History**. The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

5. **Minimum Sales Performance**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of territorial rights, termination of your franchise, and loss of your investment.

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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EXHIBITS TO DISCLOSURE DOCUMENT:

We strongly encourage our Regional Developers to consult with independent legal counsel concerning the laws of the state(s) in which your potential Development Area(s) will be located so that you are aware of the requirements that will apply to the Unit Franchises within your Development Area. We are not obligated to provide assistance in determining which specific state laws apply to Regional Developer Businesses or Unit Franchises in your Development Area.

Unit Franchises

We offer Unit Franchises to persons or legal entities that meet our qualifications, and are willing to undertake the investment and effort to own and operate businesses specializing in offering and providing a wide range of medical products and services to healthcare professionals, along with weight loss and wellness products and services to the general public. Unit Franchises will operate their businesses under the Marks. Currently, Franchisees will market and sell the following products and services in connection with their Unit Franchises: Chronic Care Management ("CCM") services, Medication Dispensing services, Allergy Therapy services, DNA Testing, PGX Testing, Weight Loss products and services, and Supplements. Franchisees will offer all of these programs to healthcare professionals. However, Franchisees may offer weight loss and supplements directly to the general public. Franchisees will also market corporate wellness programs to small, medium and large corporations, and senior wellness programs to nursing homes, assisted living, and independent living facilities. Some of the products and services offered by RX2Live® Unit Franchises may be covered by private insurance companies and Medicare. RX2Live® will continually assess new programs and products that meet high standards and that will benefit the general public, healthcare professionals and their patients. Information about the programs RX2Live® offers through Unit Franchises are found in the RX2Live® Operations Manual for Unit Franchises ("Manual for Units").

It is important to emphasize that Franchisees will not directly provide any medical products or render services to the public which require a license. Rather, Franchisees will market products and services that will assist healthcare professionals to increase production of their practices, and products and services that may benefit their patients. Each healthcare professional will be responsible for determining whether his or her patient is a candidate for any products or services that they offer. However, Franchisees will market certain products and services to patients that do not require the recommendation or supervision of medical professionals, such as homeopathic weight loss products and supplements. While we will provide assistance to Franchisees in establishing and operating their Unit Franchises, it is the responsibility of each Franchisee to know the laws and regulations of each state and to comply with all applicable laws and regulations in the operation of their Unit Franchise.

Market and Competition for Unit Franchises.

The market for Unit Franchises include healthcare professionals and individuals seeking the products and services that we offer. If a Franchisee opens a Unit Franchise, competition will include other businesses or professionals offering similar products and services to healthcare professionals and individuals. These competitors may include vendors that offer some or all of the medical products and services we offer to healthcare professionals, as well as other vendors or entities that offer weight loss programs and wellness programs such as Weight Watchers, Jenny Craig, and ~~Nutrisystems~~Nutrisystem. Unit Franchises may also face competition from businesses or professionals who operate multi-disciplinary medical and/or health practices, which offer similar products and services to their clients or patients.

Laws and Regulations for Unit Franchises.

Franchisees are responsible for operating in full compliance with all laws that apply to their Unit Franchises. The medical industry is heavily regulated. These laws may include federal, state and local regulations relating to: the practice medicine and the operation and licensing of medical services; the relationship of providers and suppliers of health care services including anti-kickback laws (including the Federal Medicare Anti-Kickback Statute and similar state laws); restrictions or prohibition on fee splitting; physician self-referral restrictions

Trade Practices (Claimant only), and Alter Ego (Claimant only). Counterclaimant is seeking compensatory damages of at least $2.5 million, pre-judgment interest, and its attorney's fees and costs.

The arbitration ~~is currently in its early stages and no hearing date has been set as of the date of this document.~~ hearing was held on March 26, 2021. The parties are in the process of submitting written closing arguments.

~~**TCR Health LLC, a Utah limited liability company, Rick Lucking, an individual, Chad Lucking, and individual, and Tui Auva'a, an individual ("Plaintiffs") vs. Daniel Olsen, an individual, Suzanne Olsen, an individual, Robert Long, an individual, Dallas Baldri, an individual, Michael Mansfield, an individual, Chris Esseltine, an individual, Healthy U RX Corporation, a Wyoming corporation, Pur Life Medical, a Wyoming corporation, RX Development Corporation f/k/a RX2Live Development Corporation, a Wyoming corporation, and RX2Live, Inc., a Wyoming corporation (collectively, "the Defendants") - Case No. 190401705, Fourth Judicial District Court, Utah Count ("the TCR Lawsuit")**~~

~~The Plaintiffs filed their initial complaint on or about December 9, 2019. There is no contractual or other legal relationship between the Plaintiffs and RX2Live, Inc. ("RX2Live"). In the original complaint the Plaintiffs alleged that RX2Live along with all the other Defendants was liable for conversion, civil conspiracy, conspiracy to defraud, conspiracy to commit securities fraud, but did not set forth any factual allegations in support of these legal claims against RX2Live. RX2Live filed a motion to dismiss the initial complaint for failure to state a claim upon which relief might be granted on or about January 3, 2020. The court ruled in favor of Defendants but allowed Plaintiffs to file an amended complaint - which they did on or about February 7, 2020. In the amended complaint, the Plaintiffs only alleged that RX2Live is liable for conversion, but failed to reference any facts to support the conversion claim against RX2Live. RX2Live filed another motion to dismiss on or about February 28, 2020. A hearing was held on the motion to dismiss in or about June 2020.~~

~~RX2Live is waiting for a ruling on the motion to dismiss. RX2Live expects that it will be dismissed from the TCR Lawsuit.~~

~~**Concluded Matters**~~

~~**American Arbitration Association ("AAA") Case Number: 01-16-0004-8290 - Richard and Lesa Sherwood vs. Level 3 Health Systems, LLC, Rick Scott and Dan Olsen**~~

~~This matter did not involve RX2Live, LLC. On November 1, 2016, Richard and Lesa Sherwood ("Sherwoods") filed a demand for arbitration against Level 3 Health Systems, LLC ("Level 3"), Rick Scott and Dan Olsen ("the Demand"). In the Demand, the Sherwoods alleged "[d]eceptive and unfair trade practices regarding an illegal franchise disguised as a license." This matter is listed in this Item 3 because the Sherwoods named our CEO, Richard J. Scott (as "Rick Scott"), as a party. The parties entered a confidential settlement agreement in August, 2017, prior to any type of arbitration hearing. As a result of the settlement, all the Sherwoods' arbitration claims were dismissed with prejudice. RX2Live, LLC was not required to participate or pay any monies as part of the settlement. Under the terms of the settlement, the parties agreed to terminate the License Agreement between Level 3 and the Sherwoods, and Level 3, Scott and Olsen agreed to pay a total of $110,000 in exchange for the Sherwoods' agreement to relinquish all rights to sell Level 3 products and services and to abide by all post-termination restrictive covenants contained in the License Agreement.~~

Other than the matter listed above, there is no litigation required to be disclosed in this Item.

YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Utility deposits (5)	$0	$500	As arranged	As incurred	Utility companies
Vehicle (6) (3 months)	$0	$1,200	As arranged	As incurred	Supplier
Professional service fees (7)	$500	$5,000	As arranged	As incurred	Professionals
Travel and living expenses during initial training (per person) (8)	$1,000	$1,500	As arranged	As incurred	Third Parties
Filing fees (9)	$0	$750	As arranged	As incurred	State authority
Social Media Advertising Fee (3-months)	$897	$897	As arranged	As incurred	Third Parties
Franchise sales and advertising (3 months) (10)	$1,500	$15,000	As arranged	As incurred	Print advertisers
Computer system (11)	$0	$1,500	As arranged	As incurred	Third Parties
Additional funds (3 months) (12)	$5,000	$5,000	As arranged	As incurred	Third parties
TOTAL ESTIMATED INITIAL INVESTMENT (13)(14) (15))	**$178,397**	**$417,597**			

Explanatory Notes:

*These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Regional Developer franchise. Our estimates are based on our experience and the current requirements for Regional Developers.

1. We discuss the initial Regional Developer development fee in detail in Item 5 of this Disclosure Document. We and our affiliates do not offer any financing for this fee. This fee is non-refundable.

2. You must pay to have a demographic analysis done to map the potential areas for Unit Franchisees. We estimate the cost of the demographic analysis to be between $0 and $3,000. This must be purchased from an approved supplier.

3. You may operate your Regional Developer Business from any location you choose. If you decide to operate your sales office from a leased premise, you will be required to pay rent and possibly, the cost of constructing, equipping and furnishing the sales office. Since the size and nature of each Regional Developer's sales office space will vary, an estimate is difficult. The estimate shown is for an office consisting of a reception area, one secretarial station, one conference room and two offices. The amount

of your rent will vary according to the area, the type of office location (office building, strip center, or free-standing building), and various other factors. If you decide to operate out of a lease premises, you may also be required to pay a security deposit. In addition, in certain lease transactions, if you are an entity, the landlord may require your owners to personally guarantee the lease. Whether this fee is refundable depends on your agreement with your landlord.

4. You must obtain and maintain, at your own expense, insurance coverage for the vehicle(s) and any buildings you use or operate in connection with your franchise. Insurance costs depend on a variety of factors. Annual premiums are typically paid to the insurer immediately, with refunds being issued if you cancel the insurance. The cost of your premiums will depend on the insurance carrier's charges, terms of payment, and your insurance and payment history. Our insurance requirements are contained in our Manual for RDs.

5. If you decide to operate from a leased premise, you may be required to pay deposits for utilities. The amount of these deposits will vary depending on the practices of the utility companies and whether any impact or hook-up fees are required.

6. You may be required to purchase or lease a vehicle to conduct franchise sales activities. If you decide not to utilize your own vehicle we estimate it will cost you approximately $400 per month to cover the cost of your vehicle, tax, title, and licensing.

7. You may wish to retain the services of an attorney and other consultants to assist you in forming your business entity and in purchasing and establishing your Franchised Business. The cost of these services will vary depending on the different services providers.

8. You will incur expenses related to our initial Regional Developer training program. We provide a training program, a training location, instructors, and instructional materials. You will need to arrange for transportation, food, and lodging for your designated attendees. The costs you incur will depend on the distance you must travel and the type of accommodations you choose. See Item 11 of this Disclosure Document.

9. If the laws within your Development Area require you to be registered prior to undertaking your franchise development activities as required by the RDA, there will be certain costs associated with this registration, including registrations fees. Registration fees vary from state to state.

10. We estimate that you will spend between $1,700 and $5,000 each month to advertise the sale of Unit Franchises in your Development Area. The precise amount will be determined by the population of your Development Area after consultation with, and consent by, us. Advertising expenditures must be documented to us upon our request. This includes the cost of sales and marketing materials. However, you must spend no less than $500 per month, or $6,000 per year per Development Area (we may increase the required amount by up to 25% per year).

11. You are not required to purchase any particular software to operate your Regional Developer franchise. However, you will need a computer, printer and access to the internet. We estimate the cost of internet service/DSL (high-speed) internet access to be less than $100 per month. If you do not already have such equipment, we estimate that the cost of obtaining a computer and printer will be no more than $1,500, however, this cost may vary greatly depending on what type of computer and printer you purchase. See Items 8 and 11 of this Disclosure Document.

12. You will need capital to support your on-going expenses like payroll, utilities and franchise sales advertising, to the extent that these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amount shown will be sufficient to cover ongoing expenses for the start-up phase of the Franchised Business, which is three months. ~~This is only an estimate. Other factors may also positively or negatively affect your Franchised Business.~~

13. We encourage you to make a diligent investigation of the Regional Developer franchise opportunity, and consult appropriate business advisors, like attorneys or accounts who are qualified to assist you in carefully evaluating these figures, before you make any decision to purchase a Regional Developer franchise from us.

14. Except as expressly mentioned above, none of the fees above are refundable.

15. We have relied on our experience in this industry and past experience in working with other regional developers in compiling these estimates.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers

You must purchase specified products and services relating to or for the operation of your Regional Developer Business solely from suppliers (including distributors, manufacturers, and other sources) who have been approved in writing by us. You are not allowed to purchase any of these products or services from an unapproved or alternate supplier. When selecting suppliers, we consider all relevant factors, including the quality of goods and services, service history, years in business, capacity of supplier, financial condition, terms and other requirements consistent with other supplier relationships. However, we do not have any specific written criteria for supplier selection and does not intend at this time to prepare one. Therefore, we will not furnish our criteria for supplier approval to you. We maintain written lists of required products (by brand name and/or by standards and specifications) and lists of approved suppliers for those items. All such products and approved vendors for our required products and services will be listed in the Manual for RDs, which must always be followed, even as modified and updated by us. Currently, we do not require our Regional Developers to purchase any products, supplies or equipment from us.

We, or our designated vendor, will be the required vendor for the franchise management software and social media and webpage marketing that we require our Franchisees to use as part of their Unit Franchises. None of our officers own an interest in any required third-party vendors. However, one of our officers has an ownership interest in Level3, which is an approved supplier of homeopathic weight loss supplements for our Unit Franchises. Another officer has an ownership interest in Alpha One Graphic Design, an approved supplier of marketing and graphic design materials for Regional Developer Businesses and Unit Franchises.

Specifications and Standards

In ~~2019,~~2020, we had $~~163,363.08~~391,162.33 in revenues from required purchases of products or services from it and required vendors. However, these were for required purchases by Unit Franchisees, not Regional Developers. The estimated cost of purchasing required products and services to meet our specifications will represent less than 1% of your total purchases in establishing your Regional Developer Business and less than 1% of your total purchases during the operation of your Regional Developer Business.

You must purchase certain products, supplies and equipment under specifications and standards that we periodically establish either in the RDA, Manual for RDs, or other notices we send to you from time to time. These specifications are established to provide standards for performance, durability, design and appearance. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, equipment or services.

Our Involvement with Suppliers

19, for example by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Brian Hazelgren, Chief Executive Officer, RX2Live, Inc. 5255 W. 11000 N., Ste. 225, Highland, UT 84003, telephone (877) 668-7477, the Federal Trade Commission, and any appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION
(Regional Developer Businesses)

Table No. 1
Systemwide Outlet Summary
For Years ~~2017~~2018 to ~~2019~~2020

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	~~2017~~2018	~~0~~27	~~27~~37	+~~27~~10
	~~2018~~2019	~~27~~37	~~37~~40	+~~10~~32
	~~2019~~2020	~~37~~41	~~41~~39	~~4~~-2
Company-Owned	~~2017~~2018	0	0	0
	~~2018~~2019	0	0	0
	~~2019~~2020	0	0	0
Total Outlets	~~2017~~2018	~~0~~27	~~27~~37	+~~27~~10
	~~2018~~	~~27~~	~~37~~	~~+10~~
	2019	37	~~41~~40	+~~4~~3
	2020	40	38	-2

Table No. 2
Transfers of Outlets From Franchises to New Owners
(Other than the Franchisor)
For Years ~~2017~~2018 to ~~2019~~2020

State(s)	Year	Number of Transfers
All Regions	~~2017~~2018	0
	~~2018~~2019	0
	~~2019~~2020	0
Total	~~2017~~2018	0
	~~2018~~2019	0
	~~2019~~2020	0

Table No. 3
Status of Franchised Outlets
For Years ~~2017~~2018 to ~~2019~~2020

~~State~~	~~Year~~	~~Outlets at Start of Year~~	~~Outlets Opened~~	~~Terminations~~	~~Non-Renewals~~	~~Reacquired by Franchisor~~	~~Ceased Operations – Other Reasons~~	~~Outlets at End of Year~~
~~AL~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~AZ~~	~~2017~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2018~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~CA~~	~~2017~~	~~0~~	~~4~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4~~
	~~2018~~	~~4~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~6~~
	~~2019~~	~~6~~	~~1~~	~~0~~	~~0~~	~~2~~	~~0~~	~~5~~
~~CO~~	~~2017~~	~~0~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2018~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2019~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
~~CT~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2019~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~DE~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2019~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~FL~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2018~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2019~~	~~2~~	~~1~~	~~1~~	~~0~~	~~1~~	~~0~~	~~1~~
~~GA~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
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~~KS~~	~~2017~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~

~~State~~	~~Year~~	~~Outlets at Start of Year~~	~~Outlets Opened~~	~~Terminations~~	~~Non-Renewals~~	~~Reacquired by Franchisor~~	~~Ceased Operations – Other Reasons~~	~~Outlets at End of Year~~
	~~2018~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~LA~~	~~2017~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2018~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
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	~~2018~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~1~~	~~0~~	~~0~~
~~MN~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
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~~MO~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
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~~NM~~	~~2017~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2018~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~NJ~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2019~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~NV~~	~~2017~~	~~0~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2018~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2019~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
~~NY~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~OH~~	~~2017~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2018~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~

~~State~~	~~Year~~	~~Outlets at Start of Year~~	~~Outlets Opened~~	~~Terminations~~	~~Non-Renewals~~	~~Reacquired by Franchisor~~	~~Ceased Operations – Other Reasons~~	~~Outlets at End of Year~~
~~OR~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~PA~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2019~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~RI~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2019~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~SC~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2019~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~TN~~	~~2017~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2018~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~TX~~	~~2017~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2018~~	~~1~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2019~~	~~2~~	~~0~~	~~0~~	~~0~~	~~1~~	~~0~~	~~1~~
~~UT~~	~~2017~~	~~0~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2018~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2019~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
~~WY~~	~~2017~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2018~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2019~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~VA~~	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2018~~	~~0~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	~~2019~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
~~Total~~	~~2017~~	~~0~~	~~24~~	~~0~~	~~0~~	~~0~~	~~0~~	~~24~~
	~~2018~~	~~27~~	~~10~~	~~0~~	~~0~~	~~0~~	~~0~~	~~37~~
	~~2019~~	~~37~~	~~12~~	~~1~~	~~0~~	~~7~~	~~0~~	~~41~~

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
AL	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
AZ	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
CA	2018	4	2	0	0	0	0	6
	2019	6	1	0	0	2	0	5
	2020	5	0	1	0	0	0	4
CO	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
CT	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
DE	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	1	0	0	0	1
FL	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	1	0	1
	2020	1	1	0	0	0	0	2
GA	2018	0	1	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	1	0	0	0	0	3
IA	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
ID	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
IL	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	1	0	0
	2020	0	0	0	0	0	0	0
KS	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
LA	2018	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
MA	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
MD	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	1	0	0
	2020	0	1	0	0	0	0	1
MN	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
MO	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
NC	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	01	0	0	0	0	1
NE	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
NM	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
NJ	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	1	0	0	0	0
NV	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
NY	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	1	0
OH	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
OR	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
PA	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	1	0	0	0	0
RI	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
SC	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
TN	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
TX	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	1	0	1
	2020	1	0	0	0	0	0	1
UT	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
WY	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
VA	2018	0	2	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Total	2018	27	10	0	0	0	0	37
	2019	37	11	1	0	7	0	40
	2020	40	3	4	0	0	1	38

Table No. 4
Status of Company-Owned Outlets For
For Years ~~2017~~2018 to ~~2019~~2020

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
All States	~~2017~~2018	0	0	0	0	0	0	0
	~~2018~~2019	0	0	0	0	0	0	0
	~~2019~~2020	0	0	0	0	0	0	0

Total	~~2017~~2018	0	0	0	0	0	0	0
	~~2018~~2019	0	0	0	0	0	0	0
	~~2019~~2020	0	0	0	0	0	0	0

Table No. 5
Projected Openings for ~~2020~~2021

State	Regional Developer Agreements Signed But Outlets Not Opened	Projected New Franchised Regional Developer Business Outlets	Projected New Company-Owned Regional Developer Business Outlets
AZ	0	1	0
CA	0	~~1~~2	0
CO	0	1	0
IL	0	1	0
KS	0	~~1~~0	0
LA	0	1	0
MA	0	1	0
MI	0	1	0
MO MT	0 0	0 1	0 0
NH NJ	0 0	1 1	0 0
NY	0	1	0
NJ	0	1	0
OK	0	~~1~~0	0
PA TN	0 0	1 1	0
TX UT	0 0	1 1	0 0
VA VT	0 0	0 1	0
All Other States	0	~~2~~0	0
Total	0	~~13~~17	0

Exhibit F lists the names of all of our operating Regional Developers and their addresses and telephone numbers as of December 31, ~~2019.~~2020. **Exhibit F** lists the Regional Developers who have signed Regional Developer Agreements for development areas which were not yet operational as of December 31, ~~2019,~~2020, and also lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every Regional Developer who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Regional Developer Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

We have no advisory councils staffed by Regional Developers or no other independent Regional Developer organizations that have asked to be included in this Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document as **Exhibit D** are the: 1) audited financials of RX2Live, Inc. for the year ended December 31, 2019~~;~~ and 2020; 2) our unaudited financials ~~through June~~as of April 30, ~~2020.~~2021. We have not been in business for three years or more, and cannot include all the financial statements required by the rule for its last three fiscal years.

ITEM 22

CONTRACTS

Regional Developer Agreement and the following exhibits (**Exhibit B**)

Exhibit 1	Development Area
Exhibit 2	Minimum Development Obligations
Exhibit 3	Ownership Structure
Exhibit 4	Owner's Guaranty and Assumption of Obligations
Exhibit 5	State-Specific Addenda
Exhibit 6	Regional Developer Questionnaire
Exhibit 7	Regional Developer Special Pricing and Overrides

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Following is information about our agents for service of process, as well as state agencies and administrators whom you may wish to contact with questions about RX2Live, Inc.

Our agent for service of process in the State of Wyoming is:

Capital Administrations LLC
1712 Pioneer Ave. Ste. 115
Cheyenne, WY 82001

We intend to register the franchises described in this Disclosure Document in some or all of the following states in accordance with applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the designated state offices or officials as our agents for service of process in those states:

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of ~~Business Oversight~~Financial Protection and Innovation Department of ~~Business Oversight~~Financial Protection and Innovation Suite 750 320 West 4th Street Los Angeles, CA 90013 (~~866) 275-2677~~213) 576-7505	Commissioner of ~~Business Oversight~~Financial Protection and Innovation Department of ~~Business Oversight~~Financial Protection and Innovation Suite 750 320 West 4th Street Los Angeles, CA 90013
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96812 (808) 586-2727	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96812
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
INDIANA	Indiana Secretary of State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State State Securities Division Room E-1 11 302 West Washington Street Indianapolis, IN 46204

CALIFORNIA ADDENDUM TO REGIONAL DEVELOPER AGREEMENT

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

2. The Regional Developer 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.).

3. The Regional Developer Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

4. The Regional Developer Agreement requires arbitration. The arbitration will occur in Utah County, State of Utah.

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 Regional Developer Agreement restricting venue to a forum outside the State of California.

5. The Regional Developer Agreement requires the application of the law of Utah. This may not be enforceable under California law.

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

~~7.~~ **7. Registration of this franchise does not constitute approval, recommendation, or endorsement by the commissioner.**

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this California Addendum to the Regional Developer Agreement on the same date as the Regional Developer Agreement was executed.

RX2LIVE, Inc.
a Wyoming corporation

By: ____________________________________

Print Name: ______________________________

Title:____________________________________

REGIONAL DEVELOPER

By:_____________________________________

Title:____________________________________

NOTE 1 - SUMMARY *(CONTINUED)*

The Company commenced on January 1, 2019, therefore the only year that is currently open for IRS examination will be the 2019 and 2020 tax year.

Advertising
Advertising costs are expensed as incurred.

NOTE 2 – PROPERTY AND EQUIPMENT

Property and equipment as of December 31, 2020, and 2019 consists of the following:

	2020	2019
Equipment	$ 145,269	$ 145,269
Less: accumulated depreciation	(72,239)	(43,523)
Property and equipment (net)	$ 73,030	$ 101,746

The company recognized depreciation expense for 2020, and 2019 in the amount of $32,862 and 43,523, respectively.

NOTE 3 – PREPAID COMMISSIONS

The Company issued ten franchise and regional development locations during 2020. Those commissions will be expensed over the life of the contract. The balance of prepaid commissions is as follows:

2020

Balance 1/1/2020	Additions	Commission expensed	Balance 12/31/2020
$ 1,218,259	$ 809,021	$ 216,264	$ 1,811,016

The Company issued twenty-three franchise and regional development locations during 2019. Those commissions will be expensed over the life of the contract. The balance of prepaid commissions is as follows:

2019

Balance 1/1/2019	Additions	Commission expensed	Balance 12/31/2019
$ -	$ 1,353,621	$ 135,362	$ 1,218,259

NOTE 4 – DEFERRED REVENUE

The Company issued ten franchise and regional development locations during 2020. The revenues from those agreements will be recognized over the life of the contract (See Note 1). The balance of deferred revenues is as follows:

2020

Balance 1/1/2020	Additions	Revenue recognized	Balance 12/31/2020
$ 2,550,330	$ 1,290,900	$ 346,800	$ 3,494,430

The Company issued twenty-three franchise and regional development locations during 2019. The revenues from those agreements will be recognized over the life of the contract (See Note 1). The balance of deferred revenues is as follows:

2019

Balance 1/1/2019	Additions	Revenue recognized	Balance 12/31/2019
$ -	$ 2,730,722	$ 180,392	$ 2,550,330

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NOTE 6 – RELATED PARTY NOTES PAYABLE

Related party notes payable consists of notes from related parties. The notes have no stated interest rate, no repayment terms and are callable on demand. These notes will be recorded as current liabilities on the balance sheet.

Note payable from related party, no interest rate, no repayment terms, callable on demand	$ 10,226
Note payable from related party, no interest rate, no repayment terms, callable on demand	56,756
Note payable from related party, no interest rate, no repayment terms, callable on demand	85,526
Note payable from related party, no interest rate, no repayment terms, callable on demand	24,737
Note payable from related party, no interest rate, no repayment terms, callable on demand	70,163
Note payable from related party, no interest rate, no repayment terms, callable on demand	15,729
Note payable from related party, no interest rate, no repayment terms, callable on demand	25,527
Note payable from related party, no interest rate, no repayment terms, callable on demand	27,822
Total current notes payable (related party)	$ 316,486

NOTE 7 – SHORT TERM NOTE PAYABLE

During 2020 the Company acquired a Payroll Protection program loan in relation to the COVID 19 pandemic that has affected the world economy. The loan was in the amount of $154,500 and was used to pay payroll and related costs during the pandemic caused shutdown of the economy. This loan states that if the Company meets the certain requirements the note will be forgiven. The Company has met those requirements. This loan will be forgiven during 2021 and will be reclassified as income in that year.

NOTE 8 – LEASE AGREEMENT

The Company rents office space at two different locations. Those two facilities are under a month-to-month agreement. Rent expense for the year ended December 31, 2020, was $43,554.

NOTE 9 – LITIGATION

The Company is a defendant in certain legal actions. Management is vigorously defending those claims and is confident in the potential outcome. The ultimate liability that might result from the final resolution of the above matters is not considered likely. However, the potential liability to the Company is estimated to be $69,000.

NOTE 10 – PROVISIONS FOR INCOME TAX AND DEFERRED INCOME TAX

The provision for income taxes for the year ended December 31, 2020, and 2019 consists of the following.

Components of Income Tax Provision	2020	2019
Current:		
Federal	$ -	$ -
State	100	-
Total current income taxes	100	-
Deferred:		
Federal	(244,378)	75,867
State	(39,721)	-
Total deferred income taxes	(284,099)	75,867
Total tax expense	$ (283,999)	75,867

Inventory of Deferreds	2020	2019
Deferred tax assets:		
Commissions	469,959	
Federal net operating losses	185,006	75,867
State net operating losses	43,608	-
Total deferred tax assets	698,573	75,867
Deferred tax liabilities:		
Deferred Revenue	(906,805)	
Property and equipment	-	
Total deferred tax liabilities	(906,805)	-
Net deferred tax assets / (liabilities)	$ (208,232)	$ 75,867

RX2 LIVE, INC.
(UNAUDITED) SCHEDULE OF REVENUES AND EXPENSES
WITH OUT REVENUE RECOGNITION STANDARDS APPLIED
FOR THE YEAR ENDED DECEMBER 31, 2020

Revenues		
Sales	$	392,532
Franchise fees recognized over time		1,290,900
Total Revenues		1,683,432
Cost of Goods Sold		(1,053,893)
Gross Profit		629,539
General & Administrative Expenses		1,215,184
Operating Income		(585,645)
Other Income (Expenses)		
Interest Income		8
Other revenues		59,671
Total Other Income (Expenses)		59,679
Net loss	$	(525,966)

UNAUDITED FINANCIALS AS OF ~~JUNE~~ APRIL 30, ~~2020~~2021

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM

Exhibit D – Financial Statements

	Total
Total 1310 Equipment	87,925.54
Total Fixed Assets	87,925.54
Other Assets	
1420 Advertising Deposit	1,400.00
Total Other Assets	1,400.00
TOTAL ASSETS	$1,153,848.29
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable (A/P)	82,473.22
Total Accounts Payable	82,473.22
Other Current Liabilities	
2500 Loan Related Parties	0.00
2501 Dan Olsen	12,172.00
2502 Richard Scott	54,099.00
2505 Patrick Perrett	85,526.00
2506 Pur Life Medical	24,500.00
2507 Franchise Innovations	71,425.00
2508 Suzanne Olsen	15,728.64
2509 Teambuilders Inc	31,222.28
2510 Brian Hazelgren	97,888.00
Total 2500 Loan Related Parties	392,560.92
2600 Wages Payable	25,090.00
2700 Loan Payable	154,500.00
2900 Deferred Revenue-Short Term	0.00
2901 Advertising Deposit	13,000.00
Total 2900 Deferred Revenue-Short Term	13,000.00
Total Other Current Liabilities	585,150.92
Total Current Liabilities	667,624.14
Total Liabilities	667,624.14
Equity	
3100 Owner's Equity	-435,666.23
3300 Retained Earnings	839,977.19
Net Income	81,913.19
Total Equity	486,224.15
TOTAL LIABILITIES AND EQUITY	$1,153,848.29

List of Regional Developer Businesses opened as of December 31, ~~2019~~2020:

	Name of ~~Unit~~ Franchisee(s)	Phone	State (Region)	Address
1	Charles Boyles	270-816-1423	AL (Mississippi)	110 Palmer Dr. Branson, MO 65616
2	Brian Hazelgren	480-427-7999	AZ	2523 S Jefferson, Mesa, AZ 85209
3	Patrick Perret Kevin McMurray	801-616-1234	CA (Inland Empire)	9903 N. Coventry Ct. Highland, UT 84003
4	Greg Duclos and Jenn Duclos	415-408-8702	CA (San Diego)	5548 Papagallo Dr. Oceanside, CA 92057
~~5~~	~~James Ferrell~~	~~510-789-8186~~	~~CA (Northern Bay)~~	~~5218 Vernon Ave.~~ ~~Fremont, CA 84536~~
	~~Ellen Ferrell~~			
~~6~~5	Giovanni Gregorio	650-720-7827	CA (San Jose)	3432 Glamorgan Ct. San Jose, CA 95127
~~7~~6	Adam Daneils	614-560-1542	CA (LA)	1200 Yarmouth Ave. #233 Boulder, CO 80304
~~8~~ 7	Patrick Perret Kevin McMurray	801-616-1234	CO	9903 N. Coventry Ct. Highland, UT 84003
~~9~~8	Lewis Hartel	970-310-3220	CO	7021 Ranger Dr. Fort Collins, CO 80526
~~10~~	~~Joseph Rowan~~	~~610-780-0192~~	~~DE~~	~~512 Reginald Lane~~ ~~Collegeville, PA 19426~~
~~11~~	~~Richard Scott~~	~~516-650-3177~~	~~RI~~	~~218 East Park Ave #650~~ ~~Long Beach, NY 11561~~
~~12~~10	Rami Packard	308-737-9206	FL (Jacksonville)	298 Conwick Drive Jacksonville, FL 32218
11	Thomas W. Dort	336-486-4946	FL Cape Coral	322 NE 19th Avenue Cape Coral, FL 33909
~~13~~12	Rami Packard	308-737-9206	GA (South)	298 Conwick Drive Jacksonville, FL 32218
~~14~~13	Steven Russell	770-330-7836	GA	2090 Dunwoody Club Dr. Ste. 106-130 Atlanta, GA 30350
14	John Fogerty	901-485-9669	GA Rosewell	3231 Artessa Lane NE Rowewell, GA 38016
15	Scott Hammes	515-249-0645	IA	905 Evergreen St. Cheyenne, WY 82009
16 ~~17~~	Patrick Perret Kevin McMurray	801-616-1234	ID	9903 N. Coventry Ct. Highland, UT 84003
~~18~~17	Latha Venkatesh	913-908-1912	KS	2553 West 118th Terrace Leawood, KS 66211
~~19~~18	Brenda Woodard	214-208-0907	LA	6913 Handel Colleyville, TX 76034
~~20~~19	Jim Scanlon	508-259-1876	MA	121 Pond Street Hopkinton, MA 01748
20	David R. Arday	240-280-2180	MD	7640 Woodstream Way Laurel, MD 30723
21	Sonja McCollum	763-335-4677	MN	8471 White Oak Street NE Bemidji, MN 56601

	Name of ~~Unit~~ Franchisee(s)	Phone	State (Region)	Address
22	Bob Barnes	812-305-2720	MO	1627 Riverview Ct. Evansville, IN 47713
23	Fredrick Macias	360-584-3646	NC	2001 Morgantown Road Fayetteville, NC 28305
24	Scott Hammes	515-249-0645	NE	905 Evergreen St. Cheyenne, WY 82009
~~25~~	~~Joseph Rowan~~	~~610-780-0192~~	~~NJ~~	~~512 Reginald Lane~~ ~~Collegeville, PA 19426~~
~~26~~25	Patrick Perret	801-616-1234	NM	9903 N. Coventry Ct. Highland, UT 84003
~~27~~26	Brad Hardisty	707-953-7589	NV	8985 S Durango Dr. # 1028 Las Vegas, NV 89113
~~28~~ 27	Marcyne Brown Glen ~~Dulaine~~ & Judy Dulaine	702-561-9334	NV	10040 W. Cheyenne Ave. Suite #170-94 Las Vegas, NV 89129
~~29~~	~~Keith Grabisch~~	~~201-524-5420~~	~~NY~~	~~525 Twilight Grey Ln.~~ ~~Sarasota FL, 34240~~
~~30~~28	Michael Klever	513-313-6210	OH	1702 Rock Rose Ct. Lebanon, OH 45036
~~31~~29	Erik Berglund	503-347-2565	OR	5706 NE 18th Ave. Portland, OR 97211
~~32~~	~~Joseph Rowan~~	~~610-780-0192~~	~~PA~~	~~512 Reginald Lane~~ ~~Collegeville, PA 19426~~
~~33~~30	Richard Scott	516-650-3177	RI	218 East Park Ave #650 Long Beach, NY 11561
~~34~~31	Fredrick Macias	360-584-3646	SC	2001 Morgantown Road Fayetteville, NC 28305
~~35~~ 32	Randy Campbell Christi Campbell	865-964-5341	TN	1813 Argyle Ct. Ooltewah, TN 37363
~~36~~33	Leland Forst	512-782-9955	TX (South)	10424 Peonia Court Austin, TX 78733
	~~Dan Olson~~			
~~37~~ 34	Patrick Perret Kevin McMurray	801-616-1234	UT	9903 N. Coventry Ct. Highland, UT 84003
~~38~~35	Doug Braun	513-952-9095	UT	691 N. Freeze Creek Cr. Emigration Canyon, UT 84108
~~39~~36	Judith Cole	753-323-3798	VA	533 Hunts Pointe Dr. Virginia Beach, CA, 23464
~~40~~37	Patrick Perret	801-616-1234753-32 3-3798	WY	9903 N. Coventry Ct. Highland, UT 84003
~~41~~38	David Bennet	425-320-9000	WA	4639 Seahurst Ave. Everett, WA 98203

Signed But Not Opened as of December 31, ~~2019~~2020

None

The following lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of Regional Developers Businesses who had an Regional Developer Agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Regional Developer Agreement with us during our most recently completed fiscal year or who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

~~Sheri Johnson~~	~~949-922-7684~~	~~CA (Orange County)~~	~~23 Stone Pine Rd. Aliso Viejo, CA 92956~~
~~James Ho~~	~~916-504-7311~~	~~CA (Sacramento)~~	~~3977 Po River Way Sacramento, CA 95834~~
~~Viet Le~~	~~770-548-4028~~	~~FL (Tampa)~~	~~5320 74th St. Pl. E. Ellenton, FL 34222~~
~~Diane Wall~~	~~847-754-1869~~	~~IL~~	~~239 Audrey Lane Carpentersville, IL 60110~~
~~Diane Wall~~	~~847-754-1869~~	~~IN~~	~~239 Audrey Lane Carpentersville, IL 60110~~
~~Carrie Granados~~	~~410-522-8920~~	~~MD~~	~~10315 E Malcolm Cir. Cockeysville, MD 21030~~
~~Walter Megura~~	~~972-839-7602~~	~~TX (Dallas/Fort Worth)~~	~~6010 W Spring Creek Pkwy. Plano, TX, 75024~~

Jim Ferrell	510-789-8986	CA – North Bay	5218 Vernon Ave Fremont, CA 84536
Joseph Rowan	610-780-0192	DE, NJ, PA	512 Reginald Lane Collegeville, PA 19426
Keith Grabisch	201-524-5420	NY	525 Twilight Grey Ln. Sarasota FL, 34240

EXHIBIT H

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	~~November 12, 2020~~Pending
Hawaii	Not Registered
Illinois	Pending
Indiana	Not Registered
Maryland	Not Registered
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Pending
Washington	Not Registered
Wisconsin	Not Registered

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.

<u>RECEIPT</u>

(YOUR COPY – RETAIN FOR YOUR FILES)

This Disclosure Document summarizes certain provisions of the Regional Developer Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If RX2Live, Inc. offers you a franchise, it must provide this Disclosure Document to you fourteen (14) days before you sign a binding agreement with, or make a payment to, the franchisor an affiliate in connection with the proposed franchise sale, or sooner if required by applicable law.

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

If RX2Live, Inc. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit A.

The franchisor is RX2Live, Inc., located at 5255 W. 11000 N. Ste. 225, Highland, UT 84003. Its telephone number is (877) 668-7477.

The following franchise seller(s) will represent us in connection with the sale of our franchises: Brian Hazelgren and Richard Scott (Name) at5255 W. 11000 N. Ste. 225, Highland, UT 84003 (Principal Address) and (877) 668-7477 (Phone) and ______________________ (Name) ___________________________ (Address)___________ (Phone).

Date of Issuance: June ~~26, 2020~~<u>1, 2021</u>

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated June ~~26, 2020.~~<u>1, 2021.</u> This Disclosure Document included the following Exhibits:

A. State Administrators /Agents for Service of Process
B. Regional Developer Agreement and Related Agreements
C. Table of Contents of Manuals
D. Financial Statements
E. Confidentiality/Non-Disclosure Agreement
F. List of Regional Developers
G. State-Specific Disclosures
H. Receipts

_______________________________	_______________________________
Date	Signature of Prospective Regional Developer
	Print Name: ______________________________

You may return the signed receipt either by signing, dating, and mailing it to us at RX2Live, Inc., located at 5255 W. 11000 N., Ste. 225, Highland, UT 84003, or by faxing a copy of the signed and dated receipt to us at (516) 371-0659.

RECEIPT

(OUR COPY – SIGN, DATE AND RETURN TO US)

This Disclosure Document summarizes certain provisions of the Regional Developer Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

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H. Receipts

___________________________________ Date

____ Signature of Prospective Regional Developer

Print Name: _______________________________

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