# Franchise Disclosure Document [FDD]

Wellness Enterprise Solutions, LLC
a Massachusetts limited liability company
469 Salem St. Suite 23
Medford, Massachusetts 02155
www.TheIVHubWellness.com
Noreen.Connolly@TheIVHubWellness.com
Direct Line: (617) 869-0575

The franchise offered is for the management and operation of an intravenous hydration therapy and medical weight loss business providing services for adults of all ages to help manage and improve their health. Each clinic provides different types of intravenous therapies and medical weight loss treatments performed by licensed healthcare professionals, under the name The IV Hub™ Wellness. The Initial Franchise Fee is $50,000 with protected rights to operate in a specific area as defined by us. Additional franchises may be available for those franchisees who have bought at least one franchise, at a reduced fee of $35,000 per Franchise. The total estimated initial investment necessary to begin operation of a The IV Hub™ franchise ranges from $90,875 to $146,890 which will depend on a number of factors which are further discussed in Item 7. This includes $900 to $1,350 that must be paid to Franchisor or an affiliate and the Initial Franchise Fee of $50,000 (as discussed in Item 5) 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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, the franchisor or any affiliate in connection with the proposed franchise sale. **Note, however, no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact:

Noreen Connolly, President
Wellness Enterprise Solutions, LLC
469 Salem St. Suite 23
Medford, Massachusetts 02155
(617) 869-0575

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 an accountant.

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

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

Issuance Date: July 29, 2025

## 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 and Exhibit H. |
| **How much will I need to invest?** | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| **Does the franchisor have the financial ability to provide support to my business?** | Item 21 or Exhibit I 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 The IV Hub™ Wellness 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 The IV Hub™ Wellness franchisee?** | Item 20 or Exhibit G and Exhibit H lists current and former franchisees. You can contact them to ask about their experiences. |
| **What else should I know?** | These questions are only a few things you should look for. Review all twenty-three (23) Items and |

| | |
|---|---|
| | all Exhibits in the 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 D.

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

**Special Risks to Consider About *This* Franchise**

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Massachusetts. 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 Massachusetts than in your own state.

2. **Governing Law.** The Franchise Agreement states that Massachusetts law governs the agreement, and this law may not provide the same protections and benefits as local laws. You may want to compare these laws.

3. **Territory.** You will not receive an exclusive territory. Your territory may face competition from other franchisees, from outlets owned by us or our affiliates or from other channels of distribution or competitive brands that we own as further described under Item 12 titled territory.

4. **Trademarks.** Our trademarks are not federally registered therefore they do not have as many legal benefits and rights as federally registered trademarks. If our right to use and license any of our trademarks is challenged, you may have to use an alternative trademark that is licensed to you by us. This may increase your expenses.

5. **Spouse Personal Guaranty.** Your spouse must sign a personal guaranty making your spouse jointly and severally liable for the obligations under the franchise agreement which also places your spouse's personal assets at risk. You may want to consider this when making a decision to purchase this franchise opportunity

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

# Franchise Disclosure Document [FDD]

Wellness Enterprise Solutions, LLC

**TABLE OF CONTENTS**

**Page**

**EXHIBITS**

# ITEM 1
## FRANCHISOR AND ANY PARENTS, PREDECESSORS & AFFILIATES

The Franchisor is Wellness Enterprise Solutions, LLC, a Massachusetts limited liability company, doing business as "The IV Hub™ Wellness". For ease of reference, Wellness Enterprise Solutions, LLC will be referred to as "we," "us," "our," "WES" or "Franchisor" in this Disclosure Document. We will refer to the person or entity who buys the Franchise as "you," "your," and "Franchisee," throughout this Disclosure Document. If you are a corporation or a limited liability company or other entity, certain provisions of the Franchise Agreement also apply to your shareholders, members or owners and will be noted. Any entity such as corporations, partnerships, limited liability companies or other type of entity may be referred to as an "Entity" and those who own the Entity may be referred to as "Owners".

We are a Massachusetts limited liability company, incorporated on February 22, 2024. We do business under the same name as our corporate name "Wellness Enterprise Solutions, LLC" and may also use the name "The IV Hub Wellness" or "The IV Hub". Our principal business address is 469 Salem St. Suite 23, Medford, Massachusetts 02155. We operate and sell franchises for the management and operation of a business known as "The IV Hub™ Wellness" (the "Business," "Franchise" or "Franchised Business"). We offer a franchise agreement ("Franchise Agreement") for those willing to undertake the investment and effort to own a business that will manage and operate an intravenous hydration therapy and medical weight loss business, within a protected territory. This is the first time WES has offered franchises of the type described in this Franchise Disclosure Document (the "Disclosure Document"). WES has never offered franchises in any other line of business. Our agents for service of process and their principal business addresses are disclosed in Exhibit B.

Our Predecessors and Affiliates:

We have no parents. There are three (3) operating businesses that offer similar services to The IV Hub™ Wellness franchise being offered in this Disclosure Document. The following is a list of WES's predecessors and affiliates including principal addresses and number of locations for each.

Our affiliate, Pro Health Concierge Nursing and Patient Advocates, LLC ("PHCNPA") is a Massachusetts limited liability company that was formed on July 9, 2018. PHCNPA shares the same physical address as us and operates three (3) businesses substantially similar to the franchise being offered by us which are: (i) The IV Hub™ Wellness located at 469 Salem St. Suite 23, Medford, Massachusetts 02155 which began operations on October 19, 2021; (ii) The IV Hub™ Wellness located at 117 Main Street Suite 27, Stoneham, Massachusetts 02180 which began operations on February 13, 2023; and (iii) The IV Hub™ Wellness located at 154 Cambridge Street Suite 115, Burlington, Massachusetts 01803 which began operations on October 24, 2023. PHCNPA will be providing franchisees with our privately labeled weight loss spray as an approved vendor. We and PHCNPA are independent entities, and PHCNPA does not assume any of our legal or other obligations, nor us of theirs. PHCNPA does not offer franchises.

Our Business and the Franchises Offered:

The IV Hub™ Wellness is a business model that has been developed to manage and operate an intravenous hydration therapy and medical weight loss clinic offering comprehensive services for men and women seeking to hydrate and nourish their bodies and even lose weight. The IV Hub™ Wellness philosophy is about delivering safe and effective wellness solutions to help people reach their health and beauty goals, all within a comfortable, non-intimidating and judgement-free environment. Franchises will be offered only to qualified healthcare professionals (for example physicians, physician assistants, nurse practitioners, registered nurses, aestheticians and medical assistants) who are licensed to provide the medical services being offered at the Business (the "Qualified Healthcare Professionals") or legal entities that meet our qualifications who will operate a The IV Hub™ Wellness business under a business format developed by us. The IV Hub™ Wellness business is operated year-round and is typically located within a mixed-use property, office complex, strip center or free-standing structure (all of which must be approved by us). Each The IV Hub™ Wellness business will offer private pay options for walk-in or appointment-based medical services which includes but is not limited to: a variety of different types of intravenous ("IV") hydration therapies (such as: saline, vitamins, minerals, metabolic, weight management therapies, etc.), medial weight loss treatments (which include different compounds, spays, lozenges and injectables), our proprietary IV packages and bundles (such as vitamin bundles, immunity bundles or our signature skinny drip package), vitamin injectables, our proprietary weight loss packages (which is a combination of treatments, diet plan and ongoing consultation) in addition to offering a variety of retail items for sale (such as different supplements and our privately labeled weight loss spray) and other IV or medical weight loss-related services and products approved by us. The following additional services and products may be customized and offered by you at our discretion, provided you secure the appropriate licenses and only with our consent: nutrition consultations, cosmetic injectables, hormone replacement therapy, body contouring services, body wrap services, hydrafacial services, waxing services, laser hair removal services and other beauty enhancing, health or wellness-related services and products approved by us.

The Franchise Business must be operated by one (1) or more Qualified Healthcare Professionals licensed to provide medical care services in the state in which the Franchised Business is located. In certain states, it may be permissible under existing laws that may be applicable to medical care businesses for one (1) entity to both manage and operate the Business, including the hiring of any healthcare professionals and providing medical care services to clients at the Business. If you determine that the laws that would apply to a The IV Hub™ Wellness Business apply in your state, then you will have the sole authority and control over the day-to-day operations of the Business, your Qualified Healthcare Professionals and your employees and/or agents. At no time will your Qualified Healthcare Professionals, employees or agents be deemed to be an employee of ours.

Some states may require that these Qualified Healthcare Professionals form a professional corporation (a "PC"), or a similar entity, such as a professional liability company, if permitted under local and state laws, to own and operate the Franchised Business. If permitted by your state and local laws, the PC may be the same entity as your entity (so as the franchisee) or have the same owners and effective ownership percentages as the Franchised Business. In addition, if you or any Owner is not a Qualified Healthcare Professional, you will be required to enter into a management agreement with your PC, who will employ and control all Qualified Healthcare Professionals that provide the actual medical care services required to be delivered through the Business. Under these circumstances, you agree that the PC will have sole authority and control over the day-to-day operations of the Business, its Qualified Healthcare Professionals and its employees and/or agents. At no time will the PC's Qualified Healthcare Professionals, employees or agents be deemed to be an employee of ours. If you are not a Qualified Healthcare Professional and your state requires a PC, you may not provide any actual medical care services, nor supervise, direct, control or suggest to the PC or its Qualified Healthcare Professionals or employees the manner in which the PC provides or may provide medical care services to its clients. Due to various federal and state laws regarding the practice of medicine and the ownership and operation of medical practices and health care businesses that provide medical care services, if you are not a Qualified Healthcare Professional it is critical that you do not engage in practices that are, or appear to be, the practice of medicine. The Business location must offer all medical care services in accordance with a management agreement and the System.

However, if you or any Owner are not a Qualified Healthcare Professional and are in a state that prohibits you from both managing and operating the Business, then you must enter into a management agreement with a PC. Under a management agreement, you will provide the PC with management and administrative services and support consistent with the System to support the PC's practice and its delivery of medical care services and related products to clients of the Business, consistent with all applicable laws and regulations. Unless you are in a state that allows one entity to both manage and operate the Business (as described above), your state may require you to have a management agreement in effect with a PC at all times during the operation of the Business and the term of the Franchise Agreement.

As of the date of this Disclosure Document, we are aware that certain states' laws may permit a person or entity to both operate and manage a medical care business without establishing two (2) separate entities. We have not listed those states that meet this criteria because laws may vary based on your business particulars and it is important that you confirm the application of laws of your state with legal counsel. Additionally, the laws applicable to your Business may change and if there are any changes in medical regulations or other laws that would render your operation of the Business through a single entity (or otherwise) in violation of any medical regulations, you must immediately advise of us of such change and of your proposed corrective action to comply with Medical Regulations, including (if applicable) entering into a management agreement with a PC.

General Market and Competition

Competition includes medical offices and primary care centers managed and/or operated by national chains, franchised operations and independently owned medical practices in addition to hospitals and clinics that offer similar services as those found in a The IV Hub™ Wellness business. You may also face competition from anti-aging businesses and medical health spas. Your typical clients will be men and women who seek IV hydration to improve their health and medical weight loss services to help them lose weight. Generally, there is no seasonality to this business. The IV hydration service and medical weight loss industries in general is highly competitive throughout the United States as the market is continuously changing and evolving.

A The IV Hub™ Wellness business is characterized by our business format that is simple and efficient, offering IV therapy and medical weight loss services and selling a variety of different products (including our privately labeled products which are products developed by a third-party vendor and carry our brand) along with administrative strategies, methods, techniques and procedures; specifications for all equipment and products used, purchasing strategies, inventory management systems, relationships with vendors and suppliers; build out specifications with furnishings, unique décor, color scheme and signage; website, a franchise web page housed within our national website, intranet system; guidelines for hiring, training and retaining employees; procedures for cleanliness, service standards, safety, sanitation and quality control; third-party software, forms, contracts, record keeping and reporting methods; proprietary client acquisition, onboarding, education and pre-screening programs; marketing, advertising and promotional strategies and materials; our confidential and proprietary operations manuals ("Operations Manual" or "Manuals" ) and other materials which are made available either in hard copy or electronically; all of which may be changed, improved and further developed by us periodically (the "System").

The System is identified by means of certain trade names, service marks, trademarks, slogans, logos, emblems, and indicia of origin, including the design mark "stylized image of a droplet" which is pending registration on the principal register of the United States Patent and Trademark Office, bearing the serial number 98456858. You will be licensed to use not only these marks and designs, but also all other service marks, trademarks, slogans, logos and emblems as we may designate for use in connection with the System (collectively, the "Marks" and each a "Mark").

Laws and Regulations:

In addition to laws and regulations that apply to businesses generally, a medical care clinic such as a The IV Hub™ Wellness is subject to many federal, state and local governmental laws, regulation and licensing requirements. You are responsible for operating in full compliance with all laws, regulations and licensing requirements that apply to the Business. The medical care industry is heavily regulated. Such regulations and laws may include (i) corporate practice of medicine ("CPOM") laws; (ii) laws pertaining to the practice of medicine and/or nursing; (iii) privacy and safety laws such as Health Insurance portability and Accountability Act ("HIPAA") and Occupational Safety and Health Administration ("OSHA"); (iv) telemedicine laws and regulations; (v) state individual and facility licensing requirements; and (vi) patient inducement laws. These laws vary from place to place and can change over time. For example, some states may classify IV hydration therapies, vitamin injectables and medical weight loss treatments under CPOM laws which means your state may restrict a non-licensed individual or company from employing a licensed healthcare professional which would impact how you structure, manage and operate your Business (such as the PC requirement described above). Failure to adhere to your state's CPOM laws will result in termination of the Franchise Agreement and may lead to unauthorized practice of medicine violations which would lead to criminal and civil penalties. In addition, you must be or become familiar with state and federal fraud and abuse statutes, as well as limitations established by the federal physician self-referral law and any other laws regarding "self-referrals," patient brokering and anti-kickback prohibitions, among others, in your state. You may be subject to Medicare and state billing limitations, opt-out rules, and conditions of participation. You must know such laws, regulations and registration requirements in your state and locality and must make sure that you and all your employees who work in your Business comply with any such laws and regulations. You should consider both their effect on your Business and the cost of compliance.

Each state has its own laws and regulations governing the management and operation of a medical care service business and you are responsible for ensuring you comply with such laws and regulation. In addition, you must ensure that you secure and maintain in force all required licenses, permits and certifications related to the management and operation of your Business in addition to the other licenses applicable to your employees. The laws and regulations generally include requirements for Qualified Healthcare Professionals to hold required state licenses and registrations to work as physicians, physician assistants, nurse practitioners, registered nurses, aestheticians or medical assistants in the state where the Business is located and hold required certifications by or registrations in any applicable professional association or registry. You must not employ any person in a position that requires a license unless that person is currently licensed by your state and all applicable authorities and a copy of such license is in your business files. By us awarding you a Franchise, we are not engaging in the practice of medicine or any other profession that requires specialized training or certification, and you must not engage in any type of profession that required specialized training or certification unless such training or certification has been obtained and is authorized by us. In addition, you must not make any claim or representation that services or products associated with The IV Hub™ Wellness, the Business or the System are intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease and/or that any such services or products are intended to affect the structure or any function of the human body. The Franchise Agreement will not interfere, affect or limit the independent exercise of judgement by you, your Qualified Healthcare Professionals or your  (if applicable). To document this structure, you must enter into a Management Agreement in the form prescribed by us on Exhibit L, which governs the relationship between your entity and the licensed healthcare provider or PC responsible for delivering clinical services. You are responsible for obtaining all licenses, permits and certifications required in your state, county, as well as locality to manage your Business. It is your sole responsibility to investigate and know all laws, regulations, permits, inspections, authorizations or registrations that are required in your locality to manage and operate your Business and you must make sure that you and all your employees who work in your Business comply with such laws and regulations as well as obtain and maintain any licenses and certifications required by your locality to perform work in your Business.

If you are in a state that prohibits you from both managing and operating the Business, you are responsible for ensuring that your relationship with your PC and the Business complies with all federal laws and regulations that impose obligations and responsibilities upon the Business; and that the PC complies with all laws and regulations in addition to securing and maintaining in force all required licenses, permits and certifications relating to the operation of the Business.

In addition to laws and regulations that apply to businesses generally, there are consumer protection laws that exist in several states. Certain requirements, including compliance with federal and/or state solicitation, telemarketing (for example, the "do not call" registry), email solicitation, privacy and consumer credit and also collection laws which are generally applicable to all businesses that sell and provide services directly to the end-user. You must comply with all local, state and federal laws that apply to your Business and to the public. Those laws include Equal Employment Opportunity Commission ("EEOC"), Federal Trade Commission ("FTC"), pricing laws and employment laws. Such employment laws include regulations concerning wage rates, mandated employee benefits, employment taxes, worker safety, unemployment compensation, workers' compensation, child labor practices, disabled employees and discrimination in employment practices. You will also be subject to the Americans with Disabilities Act ("ADA") which prohibits practices that discriminate against physically and mentally challenged individuals regarding access to public accommodations and employment opportunities. There may be other laws and codes applicable to your business and we urge you to make further inquiries about those laws and codes.

We have not offered franchises in other lines of business in the past. We do not engage in any business other than the offer of franchises.

## ITEM 2
## BUSINESS EXPERIENCE

**President/CEO: Noreen Connolly.** Noreen is the founder of The IV Hub™ Wellness business model serving as our President since our inception in February 2024. From October 2018 to present, she has been serving as President for our affiliate, Pro Health Concierge Nursing and Patient Advocates, LLC, based out of Medford, Massachusetts. Noreen will continue to develop new products, enhance our protocols, lead our franchise training program and provide ongoing operational support to franchisees.

**Director of Training: Jessica Oar.** Jessica has been serving as our Director of Training since July 2023. From August 2023 to present, she has been serving as Charge Nurse for our affiliate Pro Health Concierge Nursing and Patient Advocates, LLC based out of Medford, Massachusetts. Previously from September 2017 to present, she has been serving as an Emergency Room Nurse for Lawrence General Hospital based out of Lawrence, Massachusetts. Jessica will help further develop our training and operational processes, assist with our franchisee training program and provide ongoing operational support to franchisees.

**Training Coordinator: Brianna Lovasco.** Brianna has been serving as our Training Coordinator since April 2023. From November 2022 to present, she has been serving as a Medical Assistant for our affiliate, Pro Health Concierge Nursing and Patient Advocates, LLC, based out of Medford, Massachusetts and floating between all our company-owned locations. Previously from January 2016 to November 2022, she was a Medical Secretary for Lahey Health out Burlington, Massachusetts. Brianna will continue to develop training modules, assist with our franchisee training program and provide ongoing operational support to franchisees.

## ITEM 3
## LITIGATION

No litigation is required to be disclosed in this Item.

## ITEM 4
## BANKRUPTCY

No bankruptcy information required to be disclosed in this Item.

## ITEM 5
## INITIAL FEES

The Initial Franchise Fee for a single Franchise (the "Initial Franchise Fee") is $50,000 for a The IV Hub™ Wellness business in a protected area. The protected area of a Franchise is determined once the site from where you want to operate your Business is identified and accepted by us. The Franchise Fee includes the development of a custom local affiliate web page for your Franchise housed within our national website that will include online scheduling functionality and may include access to our intranet system that provides ongoing news bulletins and templates for advertising materials to support your Business; web server setup for your web page; access to a self-study program (and related materials) to be completed prior to attending our initial training program, our proprietary Operations Manual, a comprehensive six (6) day training program at our corporate headquarters and up to three (3) additional days of assistance and guidance at your location for either pre-opening or grand opening assistance. You must purchase and maintain an inventory of product and supplies from us, our affiliates or our approved vendors and/or suppliers, and you must purchase our privately labeled weight loss spray only from our affiliate Pro Health Concierge Nursing and Patient Advocates, LLC which is estimated to be between $900 and $1,350 (as described in Item 7 and Item 8). You will be provided with a written list of all approved equipment, products, supplies and services you are authorized to use, offer and sell and a written list of approved vendors and/or suppliers for such items during the training program. At the time you sign your Franchise Agreement and anytime you are in good standing under your Franchise Agreement, you may purchase additional franchises for $35,000 each if we offer additional franchises to you and if you meet the following minimum conditions: (a) you must satisfy our then-current qualifications and training requirements; (b) you must not be in default of the Franchise Agreement; and (c) you must execute our then-current franchise agreement.

The Initial Franchise Fee is paid in a lump sum at the time the Franchise Agreement is signed, is non-refundable and is deemed fully earned upon the opening of the Business for the deliverables described above and as provided in the Franchise Agreement. In certain states, as required by state authorities based on a review of our financial statements, we may defer our receipt of the Initial Franchise Fee and all other initial payments or deposit them into escrow until we have met our initial obligations to you (see state addenda in Exhibit D).

We may offer you an option to be awarded a The IV Hub™ Wellness Franchise, on the terms set forth in the option agreement (the "Option Agreement") in Exhibit F. Under the Option Agreement, you have six (6) months to enter into a Franchise Agreement for a franchised business. In exchange for the option, you pay a nonrefundable fee of $5,000 ("Option Fee") that: (i) will be credited toward the Initial Franchise Fee if you exercise the option to purchase an initial franchise during the option term, or (ii) will be credited toward the Initial Franchise Fee for an additional franchise if you exercise your option to buy an additional franchise during the Option Term following the purchase of the option to buy an additional franchise. The Initial Franchise Fee upon exercise of an option will be the same as the Initial Franchise Fee without an option. Whether you buy an initial franchise or an additional one, you must complete the purchase during the term of the Option Agreement.

The Option Fee is not refundable and is payable in full when you sign the Option Agreement, as applicable, except as provided in Exhibit F.

## ITEM 6
## OTHER FEES

| Type of Fee | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalties | 6% of Gross Revenues (as defined in Note 1) per calendar month starting immediately either once you start collecting package fees, any fees for services, selling products or when your Business is open for operation (whichever comes first). | Due by the 5th day of each month for the previous month. | See Note 1. |
| System Brand | 1% of Gross Revenues per calendar month starting immediately either once you start collecting package fees, any fees for services, selling products or when your Business is open for operation (whichever comes first). | Due by the 5th day of each month for the previous month. | We may increase this fee upon ninety (90) days' notice to you. However, your total contribution will not exceed 3% per month of Gross Revenue in any calendar year.<br>See Note 2 and Item 11. |
| Local Advertising Fee | Minimum of $1,800 per calendar quarter after your Business is deemed open for operation. Your first quarter will be pro-rated taking into account the amount of monies you spent on grand opening expenses one (1) month prior to your Business being open for operation and the first month your Business is open. A minimum of $5,000 must be spent on grand opening marketing. | Spent by you to promote your Business locally. | See Item 11. |
| Interest and Late Charges | 1.5% per month or maximum rate allowed by law, plus $25 provided the interest rate cannot exceed the maximum legal rate. | After due date of fees. | See Note 3. |
| Additional Training | $250 per person per day or costs of third-party charges. You are responsible for all room, board and travel expenses. | At time training is scheduled and/or additional assistance is requested by you. | While the Initial Franchise Fee includes the cost of our initial training program, the Initial Franchisee Fee only covers training for up to three individuals. See Item 11.<br><br>Additionally, this fee is applicable upon an approved transfer of the Franchise for initial training and additional training. |
| Audit Expenses | Cost of audit fees plus interest @ 18% per annum (1.5% per month) up to the maximum interest rate allowed by law. | Ten days after receipt of audit report. | Payable to us if you understate Gross Revenues by 2% or more. We expect the cost to be between $4,500- $7,500 unless your financial records are not well kept. |
| Costs and Attorney's Fees | Will vary under circumstances. | As Incurred. | Payable as incurred by us in obtaining injunctive relief for the enforcement of any section of the Franchise Agreement. See Note 4 |

| | | | |
|---|---|---|---|
| Indemnification | Will vary under circumstances. | On Demand. | As incurred; See Note 4. |
| Software Fees and Ongoing Support | Currently $75-$125 per month for the usage and ongoing support for HIPAA-compliant electronic health record software that is necessary for the operation of your Business.<br><br>Currently $27-$37 per client per year for the usage and ongoing support of specific virtual nurse practitioner software necessary for the operation of your Business. | Monthly. | Payable to us, our affiliates or approved vendors.<br>See Note 5. |
| Music Subscription Fees | Currently $10-$20 per month to subscribe to a music service necessary for the operation of your Business. | Monthly. | Payable to our approved vendors See Note 6. |
| Web Page Edits, Updates, Changes Maintenance and Promotion Fee | Currently $65-$125 per hour that may be necessary to update and/or promote your web page. | As Incurred. | Payable to us, our affiliates and/or approved vendors. See Note 7. |
| Product, Vendor and Equipment Assessment Fee | $100 per product or vendor;<br>$300 for equipment testing | On Demand | Payable to us. See Note 8. |
| Transfer Fee | A flat fee of $2,500 when you transfer a part of the Business (less than 49% of all the assets) or a flat fee of $10,000 when you transfer all the Business (more than 49% of all the assets). If transferee came from our lead database, you may be required to pay the then-current referral fee to us plus any costs associated with applicable broker fees. | At the time the transferee signs the Franchise Agreement in effect for transfer or sale. | Payable to us when the new Franchise Agreement is signed or a material portion of the assets in the Business is transferred. |
| Renewal Fee | $5,000 | At the time of the five-year renewal period for each franchise. | For the same protected area. |
| Resale Fee | Varies | On Demand | If you ask and we agree to assist you in finding a buyer for your Business, you pay us a fee to cover our costs and expenses, including time committed by our personnel. |

| | | | |
|---|---|---|---|
| Temporary Management | Actual Costs | On Demand, | Upon death or disability, a manager who completed our training, must be employed to operate the Business. If not done, we can appoint a manager for up to 90 days, renewable up to one year. All expenses, including manager compensation, travel and living expenses will be charged against operating revenues. We also charge against those revenues, the amount of our expenses. |
| Conference Fee | Conference fee, travel, transportation, lodging, meals and incidental expenses in addition to compensation of the people you send to any conferences. Will vary under circumstances. There will be a registration fee for conferences not to exceed $1,000 per person although we will attempt to keep the cost down, so it does not exceed our cost. | As Incurred, | As incurred and payable to third parties and us.<br><br>There may be an annual conference for all franchisees to attend and other conferences as needed. See Item 11, (13.iii) for more detail, |
| Refresher Training and/or Continuing Education | Will vary under circumstances. Refresher or continuing education is estimated not to exceed $250 per person per day plus your travel expenses or our expenses if we come to your location. | As Incurred, | The location for the refresher and/or continuing education will be at our headquarters although we reserve the right to provide them over the internet or phone. |

Except as stated above, you pay all fees to us and they are uniformly imposed. All fees are non-refundable.

**Note 1:** Gross revenue is defined in the Franchise Agreement as the gross amount, in money or other forms of consideration, that you and your PC (if you are in a state that prohibits you from both managing and operating the Business and you partner with a PC) earn or receive from any source-related to, or in connection with, the operation of your Franchised Business or with this Franchise, whether on or off your premises; which includes all revenues generated from the performance of services and sale of all products (the "Gross Revenue"). This includes any type of package and/or any type of pre-payment fees that Franchisee collects for services to be performed in the future. Gross Revenue also includes fair market value for any service or product you or your PC (if applicable) receive in barter or exchange for your services or products, the retail value of any donated and/or complementary (free) services (including any type of package or fees collected for future services) or products given or provided to clients and all insurance proceeds that you or your PC receive for the loss of the Business due to a casualty to or similar event at the Business. If you are in a state that requires a PC (your state prohibits you from both managing and operating the Business) and in the event your PC fails to pay you any revenues that it is obligated to pay you under a management agreement, such amount (whether paid to you or not) is also included in the calculation of Gross Revenues. We exclude only (i) gratuities paid by clients to employees of the Business; (ii) service fees for credit card transactions, sales tax receipts that you and/or your PC must by law collect or pay; (iii) any refunds of previous payments you or your PC actually make in good faith; (iv) revenues from any sales taxes or other add on taxes you or your PC collect from clients for transmittal to the appropriate taxing authority; (v) the retail value of any donated and complimentary (free) services or products offered to clients or employees up to a maximum of ½ % of Gross Revenues per calendar month for the Business; and (vi) gift card sales that you make from your Business (to the extent such revenue is recognized at the time of redemption). We have the right to change, modify or discontinue your and your

PC's ability to exclude donated and complimentary services and/or products from the Gross Revenue calculation for any reason whatsoever upon ninety (90) days' notice to you.

The royalty obligation begins immediately once the Business is open for operation then continues for the term of your Franchise. Your Business is deemed open for operation once you or your PC either start collecting package fees, any fees for services, selling products or when your facility is physically open for operation (whichever comes first). The royalty is due and payable monthly on the 5th day of each month and must be received how we specify. The royalty rate is 6% of Gross Revenues per calendar month for your previous month for the entire term of your Franchise Agreement. If we terminate your Franchise Agreement, you may be required to continue royalty payments for the remaining term of your Franchise Agreement.

Royalty fees shall be payable only to us and collected by us through electronic transfer with direct deposit to us from your account. Under our current automatic debit program, you must make required funds available for withdrawal by electronic transfer before the due date. See Electronic Funds Transfer Authorization Agreement attached as Schedule 2 of the Franchise Agreement. We reserve the right to change the time and manner of payment upon written notice to you. All royalties are uniformly imposed. All royalty fees are non-refundable, collected by us and payable only to us.

**Note 2:** You will pay us a system brand fee (the "System Brand Fee") contribution equal to 1% of your monthly Gross Revenues as defined in the Franchise Agreement. The System Brand Fee is collected by us and all System Brand Fees are non-refundable. The payment of the System Brand Fee begins either once you start collecting package fees, any fees for services, selling products or when your Business is physically open for operation (as defined in Note 1) and is due on the 5th day of each month, then continues for the term of your Franchise. We may raise, discontinue or reduce the contribution, but your total contribution will not exceed 3% per month of your Gross Revenues in any calendar year. For clarity, we will not increase the contribution by more than 1% per year after a ninety (90) day advance written notice to you. Gross Revenue is defined in the Franchise Agreement and in Note 1 above. You pay the System Brand Fee contribution at the same time and under the same terms as the royalty described above.

We will place the System Brand Fee contribution in a separate bank account. We may use this fund for marketing, local, regional, national or international advertising, public relations, promotions, surveys, test marketing, research and development, administration (including our salaries, accounting, collection, legal, and other costs), related expenses, and any media costs (including media production costs). We make the expenditures at our discretion. We do not represent that any particular level of expenditure will be made for particular programs or to benefit particular franchisees or franchised locations. We are not required to spend any amount on advertising in the area where you are located. We will not spend advertising funds for activities that are principally a solicitation for the sale of franchises. There is no fiduciary relationship between us and you concerning any System Brand Fee contribution. All System Brand Fees are payable only to us and collected only by us. System Brand Fees are uniformly imposed on all franchisees. System Brand Fees are non-refundable.

**Note 3:** Interest and late charges begin to accrue from the due date of payment. You must also pay any damages, expenses, collection costs and reasonable attorney fees we incur when you do not make the required payments, provided no interest shall exceed the maximum legal rate. All interest and late charges are payable only to us, collected only by us, uniformly imposed and non-refundable.

**Note 4:** You and your PC (if applicable) must protect, defend, indemnify and hold us harmless against any claims, lawsuits or losses arising out of your operation of the Franchised Business. If you default under the Franchise Agreement and we engage an attorney for collection or enforcement, you must pay all our damages and costs to the extent permitted by law. All indemnification costs are payable only to us and collected only by us. Indemnification costs will vary depending on the amount of damages and attorneys' fees that we incur to collect any amounts due and owing by you according to the Franchise Agreement, or to enforce the Franchise Agreement. Indemnification costs are non-refundable (Franchise Agreement, Section XVIII).

**Note 5:** You are required to use and/or ensure your PC uses (if applicable) approved third-party electronic health record and practice management software for the operation of the Business. This software is HIPAA compliant and meets minimum state requirements, manages all client care records (including notes), sends forms to clients, sends appointment reminders, incorporates telehealth functionality and generates reports. The electronic health records software provides a comprehensive business management platform. The fee for ongoing usage and support of the electronic health record software is currently $75-$125 per month regardless of your number of Qualified Healthcare Professionals and is payable to us or our approved vendors.

You are also required to use and/or ensure your PC uses (if applicable) an approved virtual nurse practitioner software for the operation of your Business. This software is HIPAA compliant and specific to the healthcare industry that provides virtual nurse practitioner good faith exams prior to any services being performed. The fee for the usage and ongoing support for this nurse practitioner software is currently $27 per client per year for IV treatments and $37 per client per year for weight loss treatments and is payable to us, our affiliates or approved vendors.

You will already have access to all the software programs mentioned above prior to your Business being open for operation as all initial software fees were already accounted for in your estimated initial investment (see Item 7). It is your responsibility to install and upgrade all software for your Business. You and your PC (if applicable) will have sole authority and control over the use of all software, day-to-day operations of the Business and your and your PC's employees. At no time will your or your PC's employees be deemed to be employees of ours. Software fees are non-refundable, uniformly imposed and we may change the software requirements and fees upon ninety (90) days' written notice to you, and you will be required to adhere to the new software requirements and fees at your own expense. Software fees may be changed in response to any increase in the United States Consumer Price Index; if additional functionality and/or features become available; or if the manufacturers of such software believe that conditions in the overall economy or in the market for such software warrant any change in fees. Software fees are non-refundable and are uniformly imposed and collected only by us, our affiliates or our approved vendors (Franchise Agreement, Sections X.E, XII.H and XX.A).

**Note 6:** You are required to obtain a commercial-free music subscription from our approved vendors for the operation of your Business. Such music subscription allows you the ability to have streaming commercial and royalty free music in your Business. Music subscription fees range from $10-$20 per month and are payable to our approved vendors. It is your responsibility to install and upgrade the music equipment and software required for such music subscription for your Business. We may change such music subscription requirements upon ninety (90) days' written notice to you and you will be required to adhere to our new music subscription requirements at your expense. Music subscription fees may increase from our vendors in response to any changes in the United States Consumer Price Index, if additional services are purchased or if conditions in the overall economy or in the market for such music services and licensing warrant any change in fees. Music subscription fees are non-refundable and are uniformly imposed and collected only by us, our affiliates or our approved vendors (Franchise Agreement, Sections X.F and XII.H).

**Note 7:** We, our affiliates and/or our approved vendors will complete all changes, updates and promotions to your web page. Any requests for changes or updates to the content of your web page and/or any type of website promotion you and/or your PC (if applicable) wish to do must be approved by us in writing and performed by us, our affiliates and/or our approved vendors. We will respond to you within thirty (30) days of our receipt of your request for all web page changes. The web page maintenance and promotion fee is currently $65-$125 per hour and is payable to us, our affiliates, or our approved vendors. We may change our web page maintenance and promotion fee requirement upon ninety (90) days' notice to you, and you will be required to adhere to our new web page maintenance and promotion fee requirements at your own expense. The fees may be changed in response to any increase in the United States Consumer Price Index, if we choose to offer additional features, if we choose to provide additional web pages or if we believe that conditions in the overall economy or in the market for services warrant any change in fees. Web page maintenance and promotion fees are non-refundable and are uniformly imposed and collected only by us, our affiliates, or our approved vendors (Franchise Agreement, Section X.G).

**Note 8:** You and your PC (if applicable) will be required to obtain our written approval for any unapproved product, vendor and/or supplier or piece of equipment that you wish to use in the operation of your Business (as described in Item 8) and you will be responsible for paying us an assessment fee. This fee is $100 for any single product, vendor and/or supplier you wish to offer, use and/or substitute in your Business. The fee for equipment testing is a minimum of $300 per piece or any reasonable amount we determine from time to time. We may waive these fees if the equipment, products, vendors and/or suppliers you select meet our requirements and are added to our approved list of equipment, products, vendors and/or suppliers for all franchise locations. All product, vendor and equipment testing assessment fees are payable only to us and collected only by us. Product, vendor and equipment testing fees are non-refundable and are uniformly imposed (Franchise Agreement, Section X.H).

## ITEM 7
## ESTIMATED INITIAL INVESTMENT
## YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Low Amount | High Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|---|---|---|---|---|---|
| Initial Franchise Fee | $50,000 | $50,000 | Lump sum; the Initial Franchise Fee is $50,000 which includes a self-study program, initial training program and a web page. This franchise fee is non-refundable. | At signing of the Franchise Agreement. | Franchisor. See Item 5. |
| Technology | $3,500 | $7,500 | As incurred; for computer or laptop, software, printer, router, modem and a phone system. | Before Opening | Payable to approved vendors. See Note 1. |
| Equipment, Furniture and Fixtures | $4,500 | $12,000 | As incurred; estimated costs for all equipment, furniture and fixtures necessary for the operation of your Business. | Before Opening | Payable to us, our affiliates or approved vendors. See Note 2. |
| Real Estate | $4,200 | $5,840 | As incurred: estimated expenses for your business location and is based on leasing 150 to 800 square foot facility. This estimate includes first month's rent plus a security deposit. | Before Opening | Landlord. See Note 3. |

| | | | | | |
|---|---|---|---|---|---|
| Leasehold Improvements | $0 | $500 | As incurred; the costs to construct interior alterations, improvements and lighting for the facility all of which will depend on the extent of the renovations needed and any allowance you negotiate with your landlord for construction. | Before Opening | Landlord. See Note 4. |
| Signage | $400 | $600 | Lump sum; estimated cost for interior and exterior signage including window graphics. We specify and provide you with guidelines in the Operations Manual. All signage expenses are not refundable. | Before Opening | Approved Vendors. |
| Utility Deposit | $0 | $250 | As incurred; costs will vary due to policies of local utilities and this estimate includes a utility deposit. | Before Opening | Local Utility Suppliers. |
| Startup Inventory | $8,500 | $17,000 | Lump sum; estimated costs for startup inventory of products and supplies necessary for the operation of the Business. | Before Opening | Payable to us, our affiliates or approved vendors. See Note 5 |
| Grand Opening Marketing | $5,000 | $7,500 | As incurred; marketing will vary depending on several factors including your business plan, growth rate and cost of media in your area. Includes minimum amount of $5,000 for grand opening expenses, which must be spent one (1) month prior and one month after the Business is open for operation. | Over the course of two months | Local Vendors. |
| Staffing | $0 | $12,600 | As incurred; you or your PC (if required to have a PC) may need to hire additional Qualified Healthcare Professionals in addition to an administrative staff to operate and manage the Business. The low end of the estimate takes into account that you are the Qualified Healthcare Professional and you perform all administrative duties. The high end of the estimate takes into account you are the lead Qualified Healthcare Professional and hire two others and you perform all administrative duties. | As incurred for one month prior to opening and your first month of operation | Salaries and Expenses. |
| Uniforms | $375 | $500 | Lump sum; this is an estimate for a minimum number of black scrubs for your employees. | Before Opening | Payable to approved vendors. See Note 6 |
| Insurance | $2,300 | $8,000 | Lump sum; before commencing operations of the Business and as required by the insurance company. | Before Opening | Payable to third parties. See Note 7. |

| | | | | | |
|---|---|---|---|---|---|
| Travel, Lodging and Meals for Initial Training Program | $1,500 | $2,600 | As incurred; training is held at corporate headquarters. You are responsible for all costs associated with attending such as travel, room and board. Estimate provided is for one person. Additional training is available at your request for which an additional training fee of up to $250 per person per day may be required. | Before Opening | See Item 11. |
| Business Licenses, Permits, Certifications, Professional Fees and Association Dues | $600 | $2,000 | As incurred; licenses may be required to operate your Business and any professional, legal and accounting fees incurred. | Before Opening | Appropriate licensing authorities and third parties. |
| Operating Expenses and Additional Funds | $10,000 | $20,000 | Additional funds necessary for the start-up of your Business which includes working capital. | Spent over the course of the first three (3) months | See Note 8. |
| **Total** | **$90,875** | **$146,890** | | | |

Except as provided below, other than security deposits and utility deposits, all payments and fees described in this Item 7 are non-refundable.

**Note 1:** You must purchase a variety of technology items for the operation of your Business as specified in the Operations Manual. Both the low and the high estimates represent current costs for merchant service equipment, computers or laptops, software, modems and routers and phones. You must purchase only approved technology items that meet our specifications, which may change from time to time. All such items must be purchased through us, our affiliates and/or vendors or suppliers approved by us and may not be refundable depending on the terms of the purchase agreement (Franchise Agreement, Sections XII.H, XII.I and XX.I).

**Note 2:** This is an estimate for the items you will need for all equipment, furnishings and fixtures. You must purchase various pieces of equipment, furnishings and fixtures for the operation of the Franchised Business as specified in the Operations Manual. The type of equipment you will need to operate the Business includes, but is not limited to an IV mixing hood, blood pressure equipment, towel heater and refrigerators. The furnishings and fixtures necessary to operate your Business include but are not limited to a reception counter or desk, chairs, stools, various size tables, carts, cabinets and shelving units for the operation of your Business. We base our estimates on the costs that our affiliate incurred in opening its company-owned locations. Actual equipment, furniture and fixture cost may vary due to square footage. If applicable, you must also pay state and local sales tax on purchases of equipment, furnishings and fixtures. The sales taxes may range from 3%-10% of the purchase price and are not included in these estimates. You are responsible for paying all applicable sales taxes. You must purchase all equipment, furnishings and fixtures from us, our affiliates or our approved vendors and suppliers. You must purchase the equipment, furnishings and fixtures that meet our specifications, which may change from time to time. The cost of all equipment, furnishings and fixtures will depend on the condition of the equipment, furnishings and fixtures and other factors. You may be able to take advantage of tax benefits for the purchase of all your equipment, furnishings and fixtures as you are encouraged to talk with a tax professional. Expenses for the equipment, furnishings and fixtures do not include shipping or delivery costs and may or may not be refundable depending on the terms of the manufacturer's or dealer's invoice or the purchase agreement (Franchise Agreement, Sections XII.H, XII.I and XX.H).

**Note 3:** A typical The IV Hub™ Wellness Business is typically located in a ready-to-use shared space, office complex, strip center or free-standing building with approximately 150-800 square feet of space. The low estimate takes into consideration you are leasing a ready-to-use shared space with all amenities included at approximately $525 per week. The high estimate takes consideration you are leasing a space in an office complex, strip center or a free-standing building and we estimate such costs to be approximately $3.65 per square foot per month (approximately $44 per square foot annualized). Cost per square foot will vary depending on your geographic area. We used these figures for the low and high estimates given above when leasing a space with moderate visibility. These sums do not include common area maintenance fees which (if applicable) will vary depending on your location or any sums for the purchase of real property, as we do not expect that you will buy real property. Our estimate includes first month's rent and a security deposit. Real estate costs depend on location, size, visibility, economic conditions, accessibility and competitive market conditions. You may be able to reduce this expense if you are able to occupy a space in an existing location that complements another business. The space must be enclosed and separate from other businesses with its own locking door. We base our estimate on the costs that our affiliate incurs when leasing space for their company-owned locations. Lease payments for periods of time that you occupy your premises may not be refundable. In the event you leave your leased premises before the termination of your lease, you may owe the landlord payment for the entire lease term depending on the terms and conditions of your lease. Whether or not any lease payments are refundable depend on the terms and conditions of your lease agreement.

**Note 4:** We suggest you find a space needing minimal leasehold improvements or fixtures. In most cases we do not expect that you will not need to alter the interior of your facility before you open for operation. A typical The IV Hub™ Wellness has one reception and waiting room area, one large open area used to perform all treatments and service multiple clients at one time (for the 150 square foot facility), two individual treatment rooms which is one area for IV treatments and one area for vitamin injections and weight loss treatments (for the 800 square foot facility), a small office (for the 800 square foot facility), one storage/break room area (for the 800 square foot facility) and a bathroom. Leasehold improvement costs will vary widely and may be significantly higher than what is projected in the table above depending on factors such as property location, the condition of the property and the extent of alterations required for the property. The low estimate takes into consideration you are leasing a ready-to-use suite in a shared space (for example in a space where there are other health and wellness related businesses) without having to do any leasehold improvements. The high end takes into consideration you lease a second-generation space (for example a retail space or a space within an office building) that may require painting, adding lighting and modify the HVAC system which could entail mechanical and electrical costs. Neither estimates take into consideration building out a complete facility from an empty shell which could significantly increase your costs. We base our estimates on the costs that our affiliate incurred in building out their company-owned locations. You should investigate all these costs in the area in which you wish to establish an The IV Hub™ Wellness Business. We will provide you with standard layouts and design options for your Business; however, if building out a complete facility from an empty shell, it is your responsibility to hire an architect to create a complete set of drawings based on the size of your facility and local permitting requirements. Architect and permitting costs are not included in this estimate. You may incur greater or lesser leasehold improvement costs depending on your ability to negotiate leasehold improvements with your landlord. Whether or not any leasehold improvements or build out expenses are refundable depends on the terms and conditions of your contracts with construction and mechanical contractors, as well as your lease agreement (Franchise Agreement, Section XII.S and XII.T).

**Note 5:** You must purchase some products and supplies for the general operation of your Business as specified in the Operations Manual. You must purchase only approved products and supplies and you must purchase such items that meet our specifications, which may change from time to time. The types of products and supplies include, but are not limited to: injectable solutions (such as saline, vitamins, minerals, metabolic, weight management, etc.), weight loss compounds and lozenges, pillows, blankets, towels, supplies (such as syringes, catheters, gauze, band aids, tape, pads, swabs, etc.), biohazard waste receptacles, containers, disposables (such as gloves, face masks, table paper, etc.), retail items (such as a variety of supplements and our privately-labeled products), a variety of cleaning supplies (such as brooms, mops, cleaning solutions, detergents, paper products, etc.), office supplies and other products or supplies as specified by us. Your initial inventory of products and supplies will vary according to the size of your facility. We will provide you with a written list of approved products you must use and a written list of approved vendors and/or suppliers you must purchase products and supplies from to operate your Business. Your Qualified Healthcare Professional may require a variation in some of these requirements for medical reasons. All items mentioned above must be purchased through us, our affiliates or approved vendors and/or suppliers, except all advertising and promotional materials and miscellaneous forms must be purchased directly from us. Whether or not any of the purchases for products and supplies are refundable depends on the terms of the invoice or purchase agreement with suppliers (Franchise Agreement, Sections XII.I and XX.I).

**Note 6:** You must purchase and maintain an inventory of approved uniforms for the operation of your Business. You must purchase black scrubs for your employees from us, our affiliates and/or our approved vendors. All uniforms must meet our specifications, which may change from time to time. You will need a minimum inventory of black scrubs for your employees, however the number of scrubs you will need will vary depending upon the number of employees you hire. This estimate does not include any laundry costs or shipping costs which (if applicable) are your responsibility. Whether or not any of the purchases for uniforms are refundable depends on the terms of the invoice or purchase agreement with suppliers (Franchise Agreement, Sections XII.I and XX.I).

**Note 7:** This estimated amount represents your first year of pre-paid insurance premiums that does not take into account workers' compensation insurance which may vary greatly by state, payroll and classification. You must obtain and maintain general liability insurance, professional liability insurance (malpractice insurance) and product liability insurance (covers you for damages that result in injury from products that you distribute) with a minimum policy limit of $1,000,000 per occurrence and $3,000,000 aggregate or in amounts as your state requires or we may require that reflects inflation, identification of new risks, changes in law or other relevant changes in circumstances. You are also required to obtain property and casualty insurance that covers the assets of the Business, "All Risk" insurance coverage for property that is not included in other insurance policies, workers' compensation insurance as prescribed by law, employer's liability insurance and business interruption insurance. If you are in a state that prohibits you from both managing and operating the Business then professional liability insurance (malpractice insurance) is your PC's responsibility and you must ensure your PC obtains such insurance. The estimates provided take into account you do not need a PC and the cost of professional liability insurance is included in the estimates. The estimates also do not take into account any previous claims made that if exist could increase your insurance costs. Due to varying factors that affect the cost of workers compensation, the cost of workers compensation insurance is not included in this estimate. We may change insurance requirements on reasonable notice to you. Whether or not insurance premiums are refundable depend on the terms of your insurance policies. In general, the cost of insurance coverage will vary depending on the carrier's charges, terms of payment and your claims history (Franchise Agreement, Section XIII).

You may need other insurance such as tenant's liability, statutory workers' compensation insurance (if applicable) with minimum policy limits of $1,000,000 or an amount we reasonably specify, automotive liability insurance, employment practices liability insurance, cyber liability insurance and employee dishonesty insurance are optional however we may require you to obtain such coverage in the future with liability limits of amounts we specify. We may change these insurance requirements on reasonable notice to you. There are no other insurance requirements. Whether or not any insurance premiums are refundable depends on the terms and conditions of your insurance policies as well as your state's insurance laws and regulations.

**Note 8:** This estimate includes minimum working capital for the startup of your Business. This also includes estimates of miscellaneous startup costs such as rent for an additional two (2) months (your first month's rent is already included above), purchasing additional technology items, equipment, products and supplies; shipping and delivery costs, additional payroll expense, workman's compensation insurance payments (if applicable), tax deposits, prepaid expenses, additional permits, architect fees, legal fees, accounting fees, and other miscellaneous costs.

**Total Estimated Initial Investment.** The total estimated initial investment is an estimate only of the range of start-up expenses you may incur. We relied on our principals' combined expertise when preparing these figures. The actual amount of funds you will need depends on a variety of factors, including the size of your facility, the location of your facility, build-out expenses, if you choose to build out a complete facility from an empty shell rather than lease a suite in a shared space or a lease a second generation space; if you need to partner with a Qualified Healthcare Professional or PC to operate the Business, the time of year when you start your Business, if you purchase additional equipment, products and supplies; number of employees you hire; implementation of a marketing plan, supply chain disruptions, your own management skill, economic conditions, competition in your area and other factors. The estimate of initial investment funds is based on an owner-operated business and does not include salaries or benefits for full-time employees. As your Business grows, you may choose to hire additional employees to carry out support service tasks.

These figures are just estimates and we cannot guarantee that you will not have higher costs. Competitive conditions described in Item 1 will affect these costs. This estimate of startup costs is calculated for a period of one (1) month (except as stated otherwise), with additional operating capital to be available as may be needed during the initial phase. These costs do not include your royalty fees and System Brand Fees which begin immediately either once you or your PC start collecting package fees, any fees for services, selling products or when your Business is physically open for operation (whichever comes first). These fees should be included in your projections of overall operations costs beginning with your first month of operation. We acknowledge that you may choose to invest additional funds into your Business during the first three (3) months of operation, and sometimes longer, but we cannot estimate or promise when, or whether, you will achieve positive cash flow or profits. These amounts are estimates only and specific amounts will vary with local market conditions, which are outside our control. You should review the figures carefully with a business advisor and identify your individual expenses along with cash flow projections before making any decision to buy the Franchise.

We do not offer financing, directly or indirectly, for any part of the initial investment for a Franchise. The availability and terms of third-party financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and the lending policies of financial institutions. The estimate does not include any finance charges, interest, or debt service obligation, or your living expenses. You should have sufficient capital or other means to pay for your living expenses for at least twelve (12) months.

## ITEM 8
## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We may offer or designate others to offer equipment, products, supplies or services, and we may become approved suppliers or the only approved supplier(s) for these and other products and services. The equipment, products, supplies and services include equipment (IV mixing hood, blood pressure equipment, towel heater, refrigerator units etc. as described in Item 7), furniture and fixtures, technology items (such as computers, printers, modems, routers, phone system, etc.), products (such as: injectable solutions weight loss compounds and lozenges, pillows, blankets, towels, retail items for sale, etc. as described in Item 7), privately labeled products (which are products developed by a third-party vendor and carry our brand such as our weight loss spray), supplies (such as: syringes, catheters, gauze, band aids, tape, pads, swabs, disposables, office supplies, cleaning supplies, etc.), software, signage, miscellaneous forms, marketing materials, printed advertising materials and promotional items, merchant account providers, third-party software support service providers, shows and event marketing opportunities and vendor, co-branding, affinity programs.

**Pre-Approved Lists**

You (or your PC if you are in a state that prohibits you from both managing and operating the Business) cannot purchase unapproved equipment, products or supplies from any vendor and/or supplier that are not on our pre-approved list without written permission, as further described below. We will provide you with (i) a written list of approved equipment, products, supplies and services that you and your PC (if applicable) can use and offer in your Business; (ii) recommended procedures and strategies when purchasing equipment, products and supplies for your Business; and (iii) a written list of approved vendors and/or suppliers to purchase equipment, products, supplies and services from during our initial training program.

Currently, we are not now the only approved supplier of any equipment, products or supplies that you or your PC are required to use for the operation of your Business, however you must purchase all advertising, marketing, promotional materials and miscellaneous forms from us. As of the effective date of this Disclosure Document, all updates to such promotional and marketing materials are optional, but we may in the future mandate that you purchase certain updates at your expense. If we develop proprietary equipment, additional products or software in the future, you and your PC (if applicable) must purchase such equipment, products and software from our approved suppliers, affiliates or us. We may become approved suppliers or the only approved supplier(s) for other equipment, products, supplies and services. We have negotiated purchase arrangements with the vendors on the approved equipment, products and supplies list for the benefit of you in the areas of costs and customer support. There are no supply contracts at this time.

Pro Health Concierge Nursing and Patient Advocates, LLC, which is our affiliate, is currently the only approved vendor and supplier for our privately labeled weight loss spray to be purchased by you and your PC (if applicable) for the operation of your Business. We do not know the precise basis or amount of total revenue earned from purchases for such items for the last fiscal year because we are a new franchise and our affiliate has never previously collected them. Nor do we know the actual percentage of our affiliate's total revenues that such purchases will amount to, as they have never previously collected such payments.

**Adherence to the Franchise's Standards and Specifications**

You are required and if you have a PC (because you are in a state that prohibits you from both managing and operating the Business) you must ensure your PC adheres to the standards and specifications established periodically by us with respect to your Business (referred to as the "Clinic"), services offered (including our proprietary packages and bundles) and products sold; equipment, products and supplies used; administrative procedures, purchasing strategies, cleanliness standards, web page, advertising, marketing, vendors and suppliers, equipment, products and services to be used in the management and operation of the Clinic. You must manage and you or your PC (if applicable) must operate the Clinic in strict conformity with the methods, standards and specifications that we prescribe in the Operations Manual or otherwise in writing. You and your PC (if applicable) must maintain in sufficient supply, use, sell and offer at all times only the equipment, products and services that meet our standards and specifications. We may change our standards and specifications, as a result of experience or changes in the marketplace and we will issue such changes to all franchisees. You and your PC must not deviate from these standards and specifications by using or offering of non-conforming equipment, products or services, without obtaining our prior written consent. You and your PC are not permitted to: use any equipment, products or services of an unapproved vendor; purchase any type of equipment, products or supplies from an unapproved supplier; offer or perform any service (including offering any type of package, bundle or program not authorized by us); and/or sell any products or other items (if applicable) not approved by us, unless you first submit a written request to us for approval and agree to be responsible for all product, vendor and equipment testing fees as described in Item 6. We will use best efforts to advise you in writing within 30 days whether such services, products, equipment, vendors or suppliers are approved as further described in Item 8 below. The notice of approval or disapproval may come by mail or by email.

We base our specifications for equipment, products, supplies, vendor and supplier approvals on our discretionary determination of demand, relevance to the System, price, value, quality, reliability, accuracy of product claims, safety, installation requirements, warranty, prompt attention to complaints, financial stability, litigation against supplier, recall history, reputation, frequency of delivery, appearance and contributions or other benefits to us and/or any marketing fund. Some of these specifications are contained in our Operations Manual and others will be set forth in periodic written notices to our franchisees. A list of approved vendors and suppliers from whom all equipment, products, supplies and services may be purchased from will be provided to you and may be amended by us periodically. We may require vendors and/or suppliers to provide certain information, sign a nondisclosure agreement, and agree to guarantee our level of quality and produce sufficient samples to allow us to test the sample at your expense. We may require you to submit to us sufficient specifications, photographs, drawings or other information and samples to determine whether the items meet our specifications and require third party testing, in which case you will pay the actual cost of the tests in addition to the product, vendor and equipment fee described in Item 6. We may issue specifications in manuals or directives, in writing or orally, and we may modify them at any time. Our response to an adequate request to approve a piece of equipment, product, vendor and/or supplier will be made within thirty (30) days after we receive it. Approval may be revoked in our sole discretion where an approved piece of equipment, product, vendor and/or supplier does not adhere to our specifications described above. We will notify you either by email or any other written form of communication of our approval of, disapproval of or revocation of any prior approval of any equipment, product, vendor or supplier.

You and your PC (if you have a PC) must use and offer only the equipment, products, services and vendors and sell only the products that we specify in writing and in the manner and style we specify which may be amended by us periodically. If any product, piece of equipment, service, vendor or supplier is not authorized by us, you are prohibited from using, offering or selling it in your Business. You and your PC (if applicable) are not required to maintain any minimum inventory equipment or products in your Business. If we require you to maintain a minimum inventory of equipment or products, we will notify you by email or any other written form of communication and you will be given ninety days to comply with such requirements at your cost. You will be given ninety (90) days to comply with such requirements at your costs. We will provide you with a written list of approved equipment, products and services that you and your PC (if appliable) are authorized to use, offer, perform and sell in your Clinic after signing the Franchise Agreement and during the initial training program. We will enforce these limitations by using secret shoppers or unannounced on-site visits to your Clinic on a regular basis. When we make other visits to your Clinic, such as to assist you, we may also take that opportunity to visibly inspect your inventory to determine if unauthorized services (including packages, bundles or programs) are being offered and/or performed or unauthorized equipment or products are being used or sold. In addition, we expect to receive information from other The IV Hub™ Wellness businesses reporting that unauthorized services (including packages, bundles or programs), equipment, products, supplies are being used, offered, performed and/or sold in your Business. You must permit us or our agents, at any reasonable time, to remove any reasonable number of products from your Clinic free of charge for testing by us or an independent laboratory, to determine whether such items meet our then-current standards and specifications. Besides any other remedies we may have, we may require you to pay for the testing as described above, if we have not previously approved the supplier of the item or the sample fails to conform to our specifications. We reserve the right to take whatever action we deem necessary in our absolute and sole discretion to ensure service standards are being met and to prevent you from using, offering, performing and/or selling unauthorized services (including packages, bundles or programs not authorized by us) and products including seeking injunctive relief or terminating your Franchise Agreement.

We may derive profit through markups of the prices charged to you and your PC (if applicable) for equipment, products, supplies or services we supply. We may derive revenue through license fees, promotional fees, advertising allowances, rebates, commissions or other monies paid by approved suppliers. We do not know the precise basis of these payments because we have never previously collected them. If we require you and your PC (if applicable) to buy from us, the equipment or product's price and quality will be comparable to similar equipment and products from other sources. We may take a portion of that income to spend on advertising or place it in a separate franchise advertising account. If we require you and your PC (if applicable) to buy equipment, products or services from a vendor that pays such allowances, at our discretion we may spend all such fees on related advertising or place them in the separate franchisee advertising account, described in Item 11 below. No such revenues were received from required purchases made by franchisees in the prior fiscal year. We will comply with all legal limitations regarding fees, allowances and rebates on medical related services and products.

To maintain uniform quality standards, all equipment, products, supplies, signage, advertising, trademark usage, trade dress and other supplies and services you use and your PC uses (if applicable) to operate the Franchised Business must meet our standards and specifications. In addition, you must and you must also ensure your PC (if applicable) participate in and cooperate with any type of promotional programs, rewards and/or loyalty programs, gift certificate or gift card programs we may establish and follow our requirements and guidelines. We will require you to use and you must ensure your PC uses (if applicable) specific software, operational forms, contracts, checklists and promotional items; and we may require you to use or contribute to merchant service providers, third-party software providers, promotional items, vendor discounts, allowances and rebates.

We maintain specifications for the design and layout of your Clinic, leasehold improvements, storage, signage and décor to be used for the interior and exterior of your Clinic. You may not install or permit to be installed on the Business premises any décor items, signage, games, vending machines or other items without our written consent or that do not comply with our appearance specifications. These specifications may include minimum standards for size, color, design, material and other characteristics. Some of these appearance specifications are contained in our Operations Manual and others will be set forth in periodic written notices or email notices to our franchisees. In some cases, our specifications may involve confidential and proprietary information regarding the specifications of a piece of equipment and/or product specifications and such detail will only be made available to a supplier who agrees to sign a confidentiality agreement with us. We develop these appearance specifications either through our experience or through research and development and such specifications may be modified periodically, through periodic written notices to our franchisees.

## Franchise Communication and Marketing

One of our primary methods of communication with franchisees is through email, memos, announcements and/or newsletters we may periodically publish and an intranet system we may provide to franchisees on our website. You are responsible for knowing all of the information contained in the emails, memos, announcements and/or newsletters and the intranet system, complying with any administrative and level of service standards provided within them and sharing such information with your PC (if applicable).

We may establish and change administrative standards for the management and operation of your Business through our memos, announcements or newsletters and intranet system.

All marketing and promotion of your Franchise by you in any medium must be conducted in a professional and dignified manner and must conform to our specified standards and requirements as outlined in our Operations Manual. You must submit samples of all advertising or promotional plans and materials (including photographs and videos) that you desire to use to us for approval if such has not been prepared or previously approved by us. You may not use any marketing or promotional materials (including photographs or video presentations) that we have disapproved. This includes any media or website promotion over the Internet to promote your Business. You must submit a request to us for any type of media or website and/or Internet promotion you wish to do in addition to any edits, changes or updates to your web page. Internet promotions, edits, changes or updates to your web page must be done by us, our affiliates or approved vendors with our consent. Upon approval of your request, you are responsible for all costs associated with any such edits, changes or updates and will be charged a web page maintenance and promotion fee (as described in Item 6). Our response to your request for such Internet promotions, edits, changes or updates to your web page will be made within thirty (30) days after we receive it. We will notify you by email or any other form of written communication of our approval or disapproval. In addition, you must not conduct any advertising without our written permission, in any social media such as X (formally known as Twitter), Facebook, LinkedIn, Pinterest, Yelp, Instagram, and others (currently franchisees are authorized to participate on Instagram, Facebook and Tik Tok). You must also supervise your employees to assure they do not post any material on the social media sites or any internet sites, regarding us or franchise system whatsoever. We will provide you with our written standards and guidelines for using social networking sites during the initial training program.

You are obligated to purchase equipment, furniture, fixtures, technology items, signage, uniforms and an inventory of products and supplies for the operation of your Business. It is estimated that all your initial expenditures from us, our affiliates or the vendors that we specify and/or approve that meet our standards and specifications will represent approximately 35%-45% of your total initial purchases. It is anticipated that during the operation of your Franchised Business, required purchases from us, our affiliates or the vendors that we specify or approve (not including rent, royalties or labor costs) are estimated to be approximately 15%-25% of your total monthly purchases in the continuing operation of your Business (this depends on the size of your Clinic, number of treatment rooms, number of clients you serve and sales volume).

We do not provide material benefits (for example renewal or additional franchises) to you based solely on your use of designated or approved sources. We do not belong or require you to belong to any purchasing or distribution cooperatives, although we retain the right to establish them and require your membership therein.

## Franchisee's Lease Agreement

When you find a location for your franchise and obtain a proposed lease agreement, per the Franchise Agreement, you must submit the proposed lease to us for approval before it is signed. We have the option to require that the lease (i) be collaterally assigned to us by a collateral assignment agreement in a form and substance reasonably acceptable to us in order to secure performance of your liabilities and obligations to us or (ii) contain the following terms and conditions:

1. The lessor must agree that without its consent, the lease and your right, title and interest under the lease may be assigned by you to our designee or us.

2. The lessor must provide written notice to us (at the same time it gives such notice to you) of any default by you under the lease, and we must have, after the expiration of the period during which you may cure such default, an additional fifteen (15) days to cure, at our sole option, any such default and, upon the curing of such default, the right to enter upon the leased premises and assume your rights under the lease as if the lease had been assigned by you to us.

3. You are required to furnish copies of all insurance policies required by the Franchise Agreement and by the lease to us, or such other evidence of insurance coverage and payment of premiums as we request or permit or require under the lease.

**Franchisee's Insurance Coverage**

Before you and your PC (if you are in a state that prohibits you from both managing and operating the Business) offer services, you either must already have or must obtain the insurance coverage for the Business as specified below. The insurance coverage must be maintained during the term of the Franchise Agreement and you must provide to us evidence of insurance that such insurance has been obtained from a responsible carrier or carriers acceptable to us.

1. General Liability Insurance, including broad form contractual liability, broad form property insurance, personal injury, advertising injury, completed operations and fire damage coverage, in the amount of $1,000,000 per occurrence and $3,000,000 aggregate;

2. Product Liability Insurance that covers you and/or your PC for damages that result in injury from products that you use or distribute with a minimum policy limit of $1,000,000 per occurrence and $3,000,000 aggregate or an amount we reasonably specify;

3. Professional Liability Insurance (including coverage for malpractice) that covers you and/or your PC (if applicable) for damages that do not result in property or bodily injury with a minimum policy limit of $1,000,000 per occurrence and $3,000,000 aggregate or an amount we reasonably specify;

4. Property and casualty insurance that covers you for damages or losses to the Business with a minimum policy limit of $1,000,000 per occurrence or an amount we reasonable specify;

5. "All Risks" coverage for the full cost of replacement of the business premises and all other property in which we may have an interest

6. Employer liability insurance that covers you and your Business against claims made by employees who have been injured on the job a minimum policy limit of $1,000,000 or an amount we reasonably specify;

7. Business Interruption insurance in such amount as will reimburse you for direct or indirect loss of earnings attributed to all perils commonly insured against by prudent business owners (including lost royalties, system advertising and other fees due to us and/or our affiliates), or attributable to prevention of access to the Business, with coverage for a period of interruption of 180 days and such longer period as we may specify periodically. Business Interruption insurance is required with liability limits of amounts we may reasonably specify which will relate to the right to be reimbursed for direct or indirect loss of earnings attributed to all perils commonly insured against by prudent business owners;

8. Workers' compensation insurance in amounts provided by applicable law or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation to injured workers, subject to the conditions set forth in the Franchise Agreement;

9. Employment practices liability insurance (optional) that covers you and your Business against claims made by employees, former employees or potential employees for discrimination, wrongful termination, sexual harassment and other employment related obligations;

10. Crime insurance (optional) for employee dishonesty in the amount of $10,000 combined single limit;

11. Cyber liability insurance (optional) that covers you and your business against data breaches that involve sensitive customer information;

12. Automobile liability coverage (optional), including coverage of owned, non-owned and hired vehicles with coverage in amounts not less than $100,000 combined single limit or what is in accordance with your state guidelines;

13. Tenant's liability insurance (if applicable);

14. Any other insurance required by the state or locality in which the Business is located and operated, in such amounts as required by statute; and

15. Other insurance coverage, as we or the landlord (if applicable) may reasonably require.

With regard to any construction, renovation or remodeling of the Clinic, you may be required to maintain builder's risk insurance and performance and completion bonds in forms and amounts and written by a carrier or carriers satisfactory to us. All of the policies must name us and our affiliates, as additional insured and must include a waiver of subrogation in favor of all those parties.

All insurance coverage shall be taken out in your name and/or the name of your PC (if applicable) and shall name us an additional insured and be placed with insurers designated by us or acceptable by us. You must furnish us with certified copies of each of the insurance policies described above either prior to the opening of the Clinic for operation (defined as immediately either once you or your PC start collecting package fees, any fees for services, selling products or when your Clinic is physically open for operation, whichever comes first) or 180 days following the date that the Franchise Agreement is executed. You must purchase at minimum "A" rating insurance policies. Each such policy shall provide that it cannot be canceled without 30 days' prior written notice to us and that we shall receive at least 30 days' prior written notice of its expiration. You shall promptly refer all claims or potential claims against you, your PC or us to each of us and our insurer.

The cost of insurance purchased in accordance with our specifications is expected to represent less than 8% of your total purchases in connection with the establishment of your Business and approximately 5% of your total purchases during the operation of your Business. These percentages do not include workers' compensation insurance that will vary with the payroll amount and category of employees.

## ITEM 9
## FRANCHISEE'S OBLIGATIONS

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

| **Obligation** | **Section in Agreement** | **Disclosure Document Item** |
|---|---|---|
| (a) Site selection and acquisition/lease | Sections XII.S and XX.C of Franchise Agreement | Items 7, 11 and 12 |
| (b) Pre-opening purchases/leases | Section VIII of Franchise Agreement | Items 7 and 8 |
| (c) Site development and other pre-opening requirements | Sections VIII, XII.T, and XX.C of Franchise Agreement | Items 6, 7, 11 |
| (d) Initial and ongoing training | Section XX.A of Franchise Agreement | Item 11 |
| (e) Opening | Section IX.B of Franchise Agreement | Item 11 |
| (f) Fees | Sections IX and X of Franchise Agreement | Items 5, 6 and 7 |
| (g) Compliance with administrative standards and policies | Sections XII.A and XII.H of Franchise Agreement | Items 8, 11 and 16 |
| (h) Trademarks and proprietary information | Sections XV and XVI of Franchise Agreement | Items 13 and 14 |
| (i) Restrictions on products/services offered | Section XII.I. of Franchise Agreement | Items 8 and 16 |
| (j) Warranty and customer service requirements | Not Applicable | Not Applicable |
| (k) Territory development | Section VI of Franchise Agreement | Item 12 |
| (l) On-going product/services purchases | Section XII.I of Franchise Agreement | Item 8 |
| (m) Maintenance, appearance and remodeling requirements | Section XII.E and Section XII J of Franchise Agreement | Item 11 |
| (n) Insurance | Section XIII of Franchise Agreement | Items 6 and 7 |
| (o) Advertising | Sections X.B, XII.L and XX.I of Franchise Agreement | Items 6, 7, and 11 |
| (p) Indemnification | Section XVIII of Franchise Agreement | Item 6 |
| (q) Owner's participation/management/staffing | Sections XII.F, XII.K of Franchise Agreement | Items 11 and 15 |

| | | |
|---|---|---|
| (r) Records/reports | Section XIV of Franchise Agreement | Items 6 and 11 |
| (s) Inspections/audits | Sections XII.Q and XIV.B. of Franchise Agreement | Items 6 and 11 |
| (t) Transfer | Section XXII of Franchise Agreement | Items 6 and 17 |
| (u) Renewal | Section VII.B of Franchise Agreement | Items 6 and 17 |
| (v) Post-termination obligations | Section XXIV of Franchise Agreement | Item 17 |
| (w) Non-competition covenants | Section XIX of Franchise Agreement | Item 17 |
| (x) Dispute resolution | Sections XXV.C and XXV.D of Franchise Agreement | Item 17 |

## ITEM 10
## FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation. We may assist franchisees in obtaining financing in the future or make other financing arrangements available to you. If we do, you will be free to accept or reject such financing. The availability and terms of third-party financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have, and the lending policies of financial institutions.

## ITEM 11
## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS & TRAINING

**Except as listed below, we [Wellness Enterprise Solutions, LLC] are not required to provide you with any assistance.**

Before you open your Business, we will:

(1) Provide you with written guidelines for site selection. You must, on your own initiative and at your own expense locate, obtain and occupy the site and negotiate the lease for your Business. You select the site for your Business within the protected territory provided in the Franchise Agreement. We do not generally own the site and lease it back to you. You or your PC (if applicable) may not sign a lease for the site (or contract to purchase the premises, if applicable) in which you wish to operate your Business until you have obtained our written approval. Additionally, you or your PC must not invest any money for the site in which you have not received our written approval. We must accept the site if we feel in our sole discretion that it meets or exceeds our standards, but our acceptance does not ensure that your Business will be profitable at the approved location. If we do not approve the site, you will be given a second opportunity to locate a site. If we do not approve the second site within thirty (30) days, we may terminate the Franchise Agreement. The factors that we consider in acceptance of the site include cost, competition, population density, demographics, freeway access, visibility, convenience, adequate parking, safety, zoning ordinances, neighborhood and physical characteristics of the premises such as size, configuration and layout. We evaluate each proposed site and accept or reject each one on a case-by-case basis and will notify you by email or any other form of written

communication of our acceptance or rejection of any proposed site within 30 days after we receive your request (Franchise Agreement, Sections XII.S and XX.C).

Neither we nor any of our employees have special expertise in selecting sites; we make no representations that your Business will be profitable or successful by being located at the approved site. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience.

(2) Insert the accepted site on your Franchise Agreement. However, the acceptance of a location and entering it on your Franchise Agreement by us is conditioned upon our determination, in our reasonable judgment, that:

(i) the site which you have submitted for the Business is within your allocated territory and is suitable based on criteria we establish periodically; and

(ii) you and your Owners are in compliance with the Franchise Agreement.

(3) Approve your execution of the lease for your Business, if applicable. You must submit the lease to us for our approval at least ten (10) days before you sign the lease agreement. You must send us a signed copy of the lease within five (5) days of both parties signing the lease. We do not offer legal services or commercial real estate brokerage services and you should consult your independent legal counsel for a legal review of the lease (Franchise Agreement, Sections XII.S and XX.C).

(4) Offer you recommendations when obtaining licenses, certifications and applying for permits if required by your locality to operate your Business. It is your responsibility to comply with all laws, ordinances and regulations as you are ultimately responsible for ensuring that you and your PC (if applicable) obtain and have all necessary approvals, certifications, licenses and permits to operate the Business (Franchise Agreement, Sections XII.C and XX.A).

(5) Inform you of any mandatory specifications, architectural and design plans, floor plans and layouts to you for your Clinic at the accepted location. We may provide you with guidelines for the layout and design of your Clinic and you may need to hire an architect to create a complete set of drawings based on your building size and local permitting requirements. You will be required to conform your site to local zoning ordinances, regulations, fire, health and building codes at your expense. We may, if needed, review your final set of drawings. It is your responsibility to comply with all laws, ordinances, regulations, zoning and building codes for your Business (Franchise Agreement, Section XX.D).

(6) Provide you with: a written list of approved services offered that you and your PC (if applicable) are authorized to offer and perform and products you are authorized to sell; a written list of our proprietary packages and bundles you are authorized to offer; a written list of approved equipment, products, supplies and services (as described in Item 8) you and your PC (if applicable) are authorized to use; and a written list of approved vendors and suppliers to purchase all equipment, products, supplies and services from. We will train you on strategies for purchasing such items for your Business. You are responsible for the cost, delivery, installation and maintenance of these items as they are necessary for the operation of your Business. If developed, you and your PC (if applicable) are required to purchase all proprietary equipment, additional products or software from us or our affiliate;

and all other items listed above must be purchased either from us, our affiliates and/or our approved vendors (Franchise Agreement, Sections XII.H, XII.I, XX.A and XX.I).

(7) Provide you with written specifications for all equipment, technology items, furnishings, fixtures and signage (as described in Item 8) necessary for the operation of your Business. You and your PC (if applicable) are obligated to repair and maintain all equipment, technology items and related software necessary for the operation of your Business. You will be responsible for these expenses as these expenses are necessary for the operation of your Business. We will deliver these written specifications for all the above items, and you are responsible for the delivery and installation of all these items. You and your PC (if applicable) are required to purchase the items listed above from either us, our affiliates, approved vendors and/or suppliers (Franchise Agreement, Sections XII.I, XIII.A and XX.A).

(8) Provide you with a written list of cleaning and sanitation standards and recommended guidelines when hiring employees in addition to general guidance. You and your PC are responsible for all day-to-day activities, including hiring, training, disciplining and/or firing of employees. At no time will you or your PC, your employees or your PC's employees be deemed an employee of ours. You and your PC (if applicable) are responsible for all employees you hire, determining their compensation, determining their benefits, tax withholding and their behavior during the operation of your Business (Franchise Agreement, Sections XII.F, XX.A and XX.E).

(9) Provide with access to a self-study program (and related materials) immediately after executing the Franchise Agreement intended to help prepare you for our initial training program. We will provide an initial training program no earlier than sixty (60) days before the date you or your PC either starts collecting package fees, any fees for services, selling products or when your Business is physically open for operation (whichever comes first) and only after you, your Qualified Healthcare Professionals and your PC (if applicable) have obtained all licenses, permits and certifications as required by your state. We will provide this initial training program that is designed to assist you and your PC (if applicable) in the management and operation of your Business, at no additional charge. Nothing in our initial training program is designed to interfere with your, your Qualified Healthcare Professionals or your PC's (if applicable) independent medical judgment when treating clients. The initial franchise training program is designated for you, one (1) Owner and office manager or any combination thereof (a total of three (3) people so long as one of these people is the office manager for your Business) per Franchise. If more than three (3) people attend the training, we may impose a training fee of $250 per person for each day of training plus your expenses (Franchise Agreement, Sections XII.U and XX.A).

(10) Share with you relevant operating problems faced by other The IV Hub™ Wellness business disclosed by other company-owned businesses or franchisees, reports submitted to us or inspections made by us. We may furnish to you such guidance and assistance in connection with the management and operation of your Business, as we deem appropriate. Such guidance and advice will cover how to onboard clients, execute our safety, security and service standards; operational forms, suggested rates for services and pricing for products, efficiencies to manage high volume, service standards and general operating procedures; advertising, marketing and promotional strategies; record keeping, inventory controls, accounting methods and general administrative procedures. You must pay all costs and expenses associated with these items. Additional guidance and assistance may be made

available to you at your written request and in our sole discretion at fees and charges established by us (Franchise Agreement, Sections XX.A, XX.E and XX.K).

(11) Loan to you during the term of the Franchise Agreement one (1) copy of our confidential and proprietary Operations Manual and other written materials for the management and operation of your Clinic, containing mandatory and suggested specifications, standards and operating procedures required by us and information relative to your other obligations under the Franchise Agreement. Because your Business must be under the supervision and control of a Qualified Healthcare Professional, we do not provide you with operational procedures or manuals related to practicing of medicine. Instead, we provide you with suggested administrative and operational guidelines you and your PC (if applicable) may choose to follow and level of service standards in the form of an Operations Manual. We have the right to add to, and otherwise modify, the Operations Manual to reflect changes in authorized services, as well as changes in level of service standards, suggested administrative and operational guidelines of a The IV Hub™ Wellness Business. You must keep the Operations Manual confidential and current and may not copy any part of it. The Operations Manual contains 239 pages and the table of contents of the Operations Manual as of our last fiscal year end is included with this Disclosure Document as Exhibit E (Franchise Agreement, Section XX.G).

(12) Approve or disapprove samples of all local advertising, marketing and promotional materials not prepared or previously approved by us which are submitted by you (Franchise Agreement, Sections XII.H, XII.L and XX.J).

(13) Deliver to you a web page that includes online scheduling functionality and may include access to our intranet system that houses different operational, advertising and marketing materials to support your Business (Franchise Agreement, Sections IX.A, XX.A and XX.B).

(14) Approve or disapprove any promotions, edits, changes or updates to your web page. All modifications to your web page must be performed by us, our affiliates or approved vendors, and you will be responsible for all related costs (Franchise Agreement, Sections XII.L and XX.B).

(15) Provide up to three days of either pre-opening or grand opening assistance and/or guidance at your location. Such assistance will be provided to you as part of our initial franchise training program and at our cost (Franchise Agreement, Section XX.A).

We estimate that there will be an interval of 180 days between the signing of the Franchise Agreement and the opening of your Clinic. Factors that may affect this length of time include obtaining a location that is approved by us, if you need to partner with a Qualified Healthcare Professional, if you need to partner with a PC because you are in a state that prohibits you from both managing and operating the Business, if you operate this Business within a ready-to-use shared space, if you secure a second-generation space, leasehold improvements and build-out, time of year, amount of inventory you purchase, completion of your pre-market entry study to determine any customization of services to be offered through your Clinic, satisfactory completion of our initial training program by you (or one of your Owners if you are an Entity) and/or office manager and availability of equipment, products and supplies. You have 90 days to acquire or lease, at your expense, commercial real estate that is properly zoned for the use of your Business under the Franchise Agreement. You must submit to us, in the form we specify, a copy of the location plan and other such information or materials we may require, together with an option contract, letter of intent, or other evidence of satisfactory to us which confirms your favorable prospects for obtaining the location. We will have thirty (30) days following receipt of this information and materials from you to approve or disapprove the proposed location of your Business and will notify you of the same by e-mail or other form of written communication. We reserve the right to extend the period for you to acquire a lease as described above based on our reasonable judgment that you will likely find a location. Failure to secure a lease and/or open your Clinic within the timeframes mentioned above, will constitute a default under the Franchise Agreement, for which we may terminate the Franchise Agreement. Such default notice, under which we may terminate the Franchise Agreement, shall be given to you in writing.

During your operation of the Business, we may:

(1) Provide onsite assistance as we deem necessary, in our discretion and with advanced notice to you. Additional visits are for the purpose of advising you with respect to our safety, sanitation and service standards, management, operational and sales matters related to your Clinic. You will be responsible for the transportation, room and board and miscellaneous expenses incurred by our personnel during the visits, which will take place per the terms of the Franchise Agreement, or at your request, and at times and dates selected by us (Franchise Agreement, Section XX.A).

(2) Provide to you, any Owner and/or office manager, additional training at locations designated by us, which may be at our headquarters or any other location we specify with a fee not to exceed more than $250 per person per day. If such training is at a location other than our corporate office, you will be responsible for our expenses which can vary. We reserve the right to increase the per day fee a reasonable amount based on reasonable criteria (Franchise Agreement, Section XX.A).

(3) Conduct quarterly meetings or an annual convention at such place as shall be designated by us (Franchise Agreement, Section XX.A).

(4) Establish a franchisee elected peer group whose main purpose is to mentor and support each other.

(5) Provide to you an intranet system, free of charge, to answer questions from you or your staff (during regular business hours, Eastern Time Zone). In addition, you will be able to send us questions and suggestions using Internet email (Franchise Agreement, Sections XII.H and XX.A).

During your operation of the Business, we will:

(1) Continue to consult with you at no additional charge regarding our vendor and supplier relationships, service standards, programs that we have or will develop, sales and marketing strategies, industry developments, software developments, advertising, promotional and marketing materials. We will offer assistance, advice, guidance and experience to you to resolve administrative problems that you may encounter outside the scope of the Operations Manual (Franchise Agreement, Sections XII.V and XX.A).

(2) Provide you with updated and approved lists of approved services (including updated list of our proprietary packages and bundles) and products you and your PC (if applicable) are authorized to offer, perform and sell; and equipment, products, supplies, services, vendor and suppliers (as described in Item 8) that you and your PC (if applicable) are authorized to use in the operation your Business. We will continue to add and approve new vendors and suppliers and provide you and your PC with updated and current lists of such approved

vendors and suppliers for all equipment, products, supplies and services you and your PC are allowed to purchase from for the operation of your Business. If we develop proprietary equipment, additional products or software, we will provide you with lists of such items that you will be required to purchase from us or our affiliate. We will provide you with such updated lists, but not the actual items and you are responsible for purchasing these items. We will continue to review and approve or disapprove any piece of equipment, products, supplies, service, vendor or supplier you and your PC (if applicable) wish to use, offer, perform or sell in the operation of your Business (Franchise Agreement, Sections XII.H, XII.I and XX.I).

(3) Provide you with a list of updated minimum inventory requirements (currently not in effect) and suggested rates for services and pricing for products you and your PC (if applicable) are authorized to offer in your Business. We will establish minimum and maximum rates and/or prices you and your PC can charge to the extent allowed by law. We will continue to research new services, equipment and products for the System as we deem necessary (Franchise Agreement, Sections XX.A, XX.I and XX.K).

(4) Provide a dedicated phone line for franchisees to answer questions from you or your management personnel (during regular business hours Eastern Time Zone). You will be able to contact us for questions, suggestions and guidance (Franchise Agreement, Sections XII.V and XX.A).

(5) Review and approve all advertising, marketing and promotional materials in addition to any promotions, edits, changes or updates to your web page that you submit to us (Franchise Agreement, Sections XII.H, XII.I, XII.L, XX.B and XX.J).

(6) Provide continuing education to you, any Owner and/or any new office manager of your Business as noted in paragraph 4(iii) below. We may require that you, any Owners and any office manager(s) complete supplemental and refresher training programs during the term of the Franchise Agreement (Franchise Agreement, Sections XII.V and XX.A).

(7) Offer assistance in establishing and using administrative, record keeping and accounting procedures in accordance with our Operations Manual and various policies communicated by us to you in writing from time to time (Franchise Agreement, Section XX.A).

(8) Provide you with all update and upgrade requirements for your technology items and all related software in response to changes in the Operations Manual or changes in our policies that are communicated to you in writing. You are required to purchase such items to operate your Business. The cost of such items will range from $3,500 to $7,500 (see Item 7). The cost for hardware and software upgrades for such items is estimated to be approximately $250 per year. If we develop proprietary software in the future, we will provide you with update and upgrade requirements, however, we are not obligated to provide any upgrades to any third-party software programs. We are not obligated to provide maintenance or repairs to any piece of equipment, technology item, hardware or software that you use in the operation of your Business. You are responsible for the installation of all technology-related hardware and software. We are not obligated to provide maintenance and repairs to any of the technology items that you use in the operation of your Business. We reserve the right to have independent access to all information (including client information that does not violate HIPAA) that you and your PC (if applicable) store in any computer, laptop, tablet, social media platform, mobile app platform or software related to the Business at all times (Franchise Agreement, Sections XII.H, XII.I and XX.A).

The advertising program for the franchise system will require the following:

(1) We will reserve the right at our discretion to institute, maintain, and administer a System Brand Fund (referred to as the "Fund" or "System Brand Fund") to support ongoing technology and new equipment or product development to be made available to franchisees, and such national advertising (including media production costs) as we, in our sole discretion, may deem appropriate to promote The IV Hub™ Wellness name to benefit all franchised businesses as described in Item 6. We will direct all such programs and will have sole discretion over the creative concepts, materials and endorsements and media used in such programs, and the placement or allocation of such programs. The source of the advertising will come from our advertising department or may in the future come from a national or local advertising agency. We reserve the right to determine in our sole discretion the composition of all geographic territories and market areas for the implementation and development of such programs. The advertising programs may be national, regional, or local at our sole discretion. We are not obligated to spend a specific dollar amount on advertising in your territory (Franchise Agreement, Section X.B).

(i) You will pay us 1% of monthly Gross Revenue for your Fund contribution as designated in the Franchise Agreement. We may raise, discontinue or reduce the contribution, but your total contribution will not exceed 3% of your Gross Revenue per month in any calendar year for the term of your Agreement. Increases of contributions will not exceed 1% per year and we will provide a 90 advance notice to you of any such increase. Contributions are due by the fifth day of the month (for the prior month) which will begin immediately once you either start collecting package fees, any fees for services, selling products or once you open your Clinic for operation then continues for the term of your Franchise (as described in Item 6). Refer to Item 6 for the definition of Gross Revenue.

(ii) The contributions will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Fund and its programs, including conducting evaluation of new equipment, products, services and technologies, product and/or equipment development, market research, media production costs, preparing advertising, promotional and marketing materials, and collecting and accounting for contributions to the Fund. Usage of the Fund may include ongoing development of the national website, a social media platform, a mobile app platform, and development of new equipment, products and services to be made available to franchisees, but the Fund will not be used to solicit new franchise sales. The media in which advertisements may be disseminated include print ads, signs, billboards, radio, television or Internet and may be conducted on a regional or national basis. We may spend, on behalf of the Fund, in any fiscal year an amount greater or lesser than the aggregate contribution of all The IV Hub™ Wellness franchises in that year, and the Fund may borrow from us or others to cover deficits; or invest any surplus for future use.

(iii) In the future, we may form a franchisee-elected Franchisee Advisory Council (an "Advisory Council") or cooperative whose sole purpose is to advise on System Brand Fund usage and advertising policies. We retain all operational and decision-making authority concerning advertising and the Advisory Council will serve only in an advisory capacity. The membership of any Advisory Council will be national in scope. The Advisory Council will not be separately incorporated, and therefore, it will not have any written documents. If one is formed, we will have the power to select and approve the members and to form, change, dissolve or merge the Advisory Council as described below.

(iv) Neither we nor any Advisory Council will undertake any obligation to ensure that expenditures by the Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Fund by franchisees operating in such geographic area or that you or your Business will benefit directly or in proportion to your contribution to the Fund. Neither the Fund nor we shall be liable to you with respect to the maintenance, direction, or administration of the Fund, including without limitation, with respect to contributions, expenditures, investments or borrowings, except for acts constituting willful misconduct. When the Fund is established and activated, all The IV Hub™ Wellness businesses owned by us, or any Owners must contribute to the Fund in the same proportion as all franchisees.

(v) Any businesses we own will have the same voting rights as franchisee members. We administer the Fund, which is not audited. If contributions paid into the Fund are not spent in the fiscal year in which they accrue, we can use the remaining amounts for the same purposes in future years. All interest earned on monies contributed to the Fund may be used to pay advertising and technology development costs before other assets of the Fund are expended. We will prepare an annual un-audited statement of monies collected and costs incurred by the Fund and furnish it to you upon written request. All financial statements will be available 120 days after the end of our fiscal year. We reserve the right not to spend all of the funds in the System Brand Fund in any one year and such funds may be accrued into the next year. The System Brand Fund has not been established before the issuance date of this Disclosure Document.

(vi) We expect to receive advertising and promotional allowances and fees from third party vendors, suppliers and advertisers who enter into cooperative advertising programs with us (and possibly also franchisees). For example, vendors and/or suppliers may pay promotional allowances for joint advertising and promotional material. We may disclose the identity of vendors or suppliers who pay the promotional allowances to you upon request. In addition, if we require you to buy items from a vendor or supplier who pays these allowances, we may place the funds in the System Brand Fund or spend it on related promotions. Our obligation to provide advertising and marketing will be limited in cost to the amount of contributions and promotional allowances (if we approve) from third parties actually paid into the Fund.

(2) We do not now, but may require you to join, participate in and pay into, one or more franchisee marketing councils for your region, determined by the penetration area of local advertising media used (for example, the area of a regional newspaper's circulation). Because, we have not yet formed any franchisee marketing councils, we do not know how the area, or the membership of any franchisee marketing council will be determined. Because we have not formed any franchisee marketing councils, we have not determined whether or not any of our company-owned businesses will be contributing to any advertising spent by any franchisee marketing council. In the event that we choose to establish a franchisee marketing council, we will be responsible for administering it. If we do create any franchisee marketing councils, they must operate in accordance with bylaws

(or an operating agreement if it is a limited liability company). If we do create any franchisee marketing councils, the franchisee marketing council will prepare annual financial statements that you can review, but which will be unaudited. We will have the right to form, dissolve, and merge any specific franchisee marketing council. Even though we have not yet formed any franchisee marketing councils, we may require that all franchisees within close proximity to a consumer show, convention or exhibition where health and wellness-related services and products are being sold to participate in the cost and benefit of the event.

(3) You must spend a minimum of $1,800 per quarter on local advertising and promotion for your Business after your Business is deemed open for operation (as defined in Item 6). This local advertising requirement is in addition to the System Brand Fee contribution you pay to us. You will also spend at least $5,000 on "grand opening" promotion within two (2) months (one (1) month prior to your Business being open for operation and the first month your Business is open for operation), therefore your local advertising requirement will be pro-rated for your first quarter taking into account the monies you spend on "grand opening" once you open your Business for operation. You must report your local advertising expenditures to us by the fifth day after the end of each quarter, or at times, on forms and in a manner we determine.

You will not use any independent advertising or sales promotion programs in any media (including electronic) without our prior review and written approval. We will approve or disapprove in writing the materials you submit to us within thirty (30) days, if we do not respond within such period, all such materials will be deemed automatically disapproved. You will make reasonable efforts to participate in and cooperate with all advertising programs selected by us or by any approved group of franchisees, except that you may not need to follow or maintain any sales price or suggested promotional pricing. You are responsible for any expenses of this independent advertising.

Unless we approve otherwise in writing, you may not establish a separate Website, and you will only have one (1) web page, as we designate and approve, within our website. The term "Website" includes: Internet and World Wide Web home pages, as well as other electronic sites (such as business citations, Google and Bing business listings, social networking sites like Facebook, X, LinkedIn, Pinterest, Yelp, blogs and other applications). You must provide us with all login and password information for all Websites and acknowledge that we have the right to monitor, remove, edit and delete any content (including posts) as we consider appropriate. You must comply with our requirements regarding offering, selling, advertising, discussing or disseminating any information, or otherwise having a presence on a Website, regarding the Business. If we approve a separate Website for you (currently franchisees are authorized to participate on Instagram and Facebook),we will provide you with guidelines for establishing and maintaining such Websites and each of the following provisions will apply: (i) you may neither establish nor use any Website without our prior written approval; (ii) before establishing any Website, you must submit to us, for our prior written approval, a sample of the proposed Website, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta-tags), in the form and manner we may require and all such work (except for social networking sites) must be performed by us, our affiliates or approved vendors (as described in Item 8); (iii) you must not use or modify a Website (except for social networking sites) without our prior written approval; (iv) you must comply with the standards and specifications for Websites that we may periodically prescribe in writing; (v) if we require, you must establish hyperlinks to our website and other Websites; (vi) you must not engage in any link building activities unless approved by us; and (vii) we may revoke our approval at any time by providing written or email notice to you of such revocation.

(4) Before the opening of your Franchise, yourself, any Owner and/or proposed office manager you designate are required to attend our six-day franchisee training program at our corporate headquarters which is currently in Medford, Massachusetts unless headquarters is moved. We maintain a regular calendar for the training program and the trainings are held approximately four (4) to six (6) times per year (or more frequently if needed). The training program is included in your Initial Franchise Fee for up to three (3) individuals. You are responsible for all costs associated with attending the program such as travel, room and board.

(i) If you, any Owner or any proposed office manager does not satisfactorily complete our training program, we will notify you, and you may then select and enroll a substitute person in our training program. If, during the training program we determine, in our sole discretion, that you (or any Owner if you are an Entity) or office manager is not qualified to manage the Business, you can appoint someone else to be trained at your expense. If that person does not satisfactorily complete our training, we have the right to terminate the Franchise Agreement. The criteria that we will use to determine whether or not we deem you (or any Owner or office manager) is qualified to manage a The IV Hub™ Wellness Business is lack of skill or business experience; inability to read a balance sheet; if it is determined that the person's personality makes it difficult to obtain clients; or if you are unable to obtain the appropriate licenses or permits as required by your state or locality to operate a The IV Hub™ Wellness franchise. We will send you a written termination notice upon our determination of qualification.

(ii) After the completion of our training program by you and/or any Owner or office manager, we can upon your request provide training to any new manager for which an additional training fee of up to $250 per person per day may be required. The trainee(s) will be responsible for all costs related to attending training such as travel, room and board. In addition, we have the right to require that you (or such managing partner, member or shareholder) and any manager(s) complete supplemental and refresher training programs during the term of the Franchise Agreement, to be furnished at our corporate headquarters (currently in Medford, Massachusetts). There may be an additional cost for a supplemental and refresher training program. You are responsible for all costs associated with attending such training opportunities we may provide for you such as travel, room and board.

(iii) After the opening of your Business, we will provide to you, any Owner and/or office manager, access to information and support through our intranet system. Support may also be available from our corporate headquarters, and we may provide refresher training or continuing education all of which can be done either through phone, web based ("webinars"), video or at locations designated by us (most likely at our headquarters). Such refresher or continuing education (other than by phone, webinars or video) may have a registration charge to you which will not exceed more than $250 per person per day. You are responsible for costs associated with you attending the programs such as travel, room and board or our expenses if we come to you. The refresher training and/or continuing education will normally not exceed a day and we expect to have such programs subject to special need. The content for the refresher and/or continuing education will cover particular aspects including but not limited to: new services, packages and bundles, how to maintain our level of service standards, trends in the industry, new equipment and products; administrative and operational guidelines, best practices for training employees, vendor and supplier updates, website and software developments, sales strategies, marketing, administration and so forth. We may conduct an annual convention at such place as shall be designated by us for all franchisees but will most likely be at our headquarters. A registration fee for each participant may be required which we will work in good faith to maintain at our cost as such fee will not exceed $1,000 per person, and you will be responsible for costs associated with attending the convention such as travel, room and board. The fees charged above may be increased based on the increase of actual costs incurred by us.

(iv) No earlier than sixty (60) days before the opening of your Clinic and if you or any of your Owners are not a Qualified Healthcare Professional, then only you have obtained, partnered with or hired a Qualified Healthcare Professional and that person has all licenses and certifications as required by us and your state; or you have partnered with a PC (if you are in a state that prohibits you from both managing and operating the Business), we will provide our initial training program for you. This training curriculum is fully detailed in the Operations Manual and may change periodically. Our training team will include directors from our Jacksonville corporate office, members of our website development team, members from our approved suppliers and service providers.

We require you to use the Vagaro scheduling and point-of-sale system, which includes electronic cash register functionality and is a cloud-based software platform. You must purchase a subscription to this system, which is currently available for approximately $50 to $75 per month. This system must be used to schedule appointments, process customer payments, and manage business operations. We may update or change the required system in the future, and you will be required to adopt any such updates or replacements.

**TRAINING SCHEDULE: AT CORPORATE OFFICES**

The IV Hub™ Wellness Franchise Training Program includes an Operations Manual, virtual training, hands-on training, videos and demos. This training curriculum is fully detailed in the Operations Manual and will change periodically.

Item 11 Table

**TRAINING PROGRAM**

The Operations Manual will detail all aspects of Franchise operations presented in training and serve as an ongoing reference. Updates to the Operations Manual will be made available to you through various means including online. All of the training sessions will be taught by a combination of Noreen Connolly who has over thirty-two (32) years of medical, clinical and business management experience; Jessica Oar who has twelve (12) years of hospital, medical and clinic operations experience; and Brianna Lovasco who has over seven (7) years of administrative, medical and clinic operations experience all of whose backgrounds are described in Item 2 above. Occasionally, different guest speakers may make an appearance at the training program to provide information about various equipment, products, supplies and services used and offered by us. For example, some speakers may be our employees, franchisees, vendors or industry experts.

| Subject | Hours of Classroom Training | Hours of On-The-Job Training | Instruction | Location |
|---|---|---|---|---|
| The IV Hub™ Wellness System and Philosophy* | 1 Hour | 0 | Presentation, Demos and Examples | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Overview of Approved Services, Packages and Products for Sale | 1 Hour | 0 | Operations Manual, Presentation, Demos and Various Speakers | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Approved Equipment, Products, Vendors and Suppliers | 4 Hours | 0 | Operations Manual, Presentation, Demos and Various Speakers | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Purchasing Strategies and Inventory Control | 0 | 2 Hours | Operations Manual, Presentation, Demos, Various Speakers and On the Job Training | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Legal Compliance | 2 Hours | 0 | Operations Manual, Presentation, Demos, Various Speakers and On the Job Training | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| IV Treatment Overview, Education, Pre-Screening and Client Evaluation Process | 0 | 10 Hours | Operations Manual, Presentation, Demos and Various Speakers | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Weight Loss Services Overview, Client Evaluation Process and Overview of Process | 0 | 10 Hours | Operations Manual, Presentation, Demos and Various Speakers | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Daily Operations and Managing an Efficient Clinic | 0 | 6 Hours | Operations Manual, Presentation, Demos, Various Speakers and On the Job Training | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Safety, Security and Emergency Processes | 2 Hours | 0 | Operations Manual, Presentation, Demos and Various Speakers | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Customer Service, Managing Expectations and Handling Complaints | 2 Hours | 4 Hours | Operations Manual, Presentation, Various Speakers and On the Job Training | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Technology and Software Training** | 2 Hours | 4 Hours | Presentation, Operations Manual, On the Job Training and Various Speakers | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Marketing, Advertising and Networking | 5 Hours | 0 | Presentation, Operations Manual, Various Speakers and Marketing Plan Creation | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| Recommendations for Hiring and Employee Management | 4 Hours | 0 | Operations Manual, Presentation, Demos and Various Speakers | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |

| | | | | |
|---|---|---|---|---|
| Record Keeping and Administrative Procedures | 2 Hours | 4 Hours | Presentation, Operations Manual, On the Job Training and Various Speakers | Corporate headquarters in Medford, Massachusetts or as we otherwise specify |
| **Total*** ** | **25 Hours** | **40 Hours** | | |

* Prior to attending our initial training program, we expect you to complete approximately thirty (30) hours of self-study and virtual training at your own pace utilizing materials we send to you.

**Additional software and record keeping training may be provided to you and performed by our approved vendors after the initial training above is completed.

*** The actual hours of classroom and on-the-job training may vary. For example, it may take less time to cover a subject in a smaller class than a larger class and depending on your experience.

Additional Assistance:

In addition to the initial training program mentioned above, we will provide up to three (3) days of either pre-opening or grand opening assistance and guidance to you at your location for sales, marketing and operational assistance at our cost. For your second and subsequent Business that you open, we will (at your option) provide the same type of assistance and guidance at your location; however, you will be responsible for all costs and expenses incurred by us, including, but not limited to, compensation for our staff and travel expenses. We will provide you with invoices for amounts you owe us, and we may require you to pre-pay all or a portion of our expenses.

Ongoing Training:

We will also provide you with announcements and/or newsletters that will contain ongoing training relating to your Business. We will also provide you with access to additional or refresher training programs that may be conducted through the telephone, webinars or video training at no cost to you. In very rare instances, we may periodically require that you, any Owner or office manager complete additional training or refresher training programs to correct, improve and/or enhance the management and operation of your Business. Such additional or refresher training programs may be conducted through the telephone, webinars, video training or at annual conferences. Anyone attending additional or refresher training programs (training other than by telephone, webinars or video training) will be subject to an additional training fee and all costs associated with attending the training program such as travel, room and board (as described in paragraph 4(iii) above).

## ITEM 12
## TERRITORY

You or your PC (if you are in a state that prohibits you from both managing and operating the Business) must manage and operate your The IV Hub™ Wellness Business within the specific location identified in your Franchise Agreement. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You are awarded a protected territory ("Territory") that will include up to three (3) miles driven in any direction from the Franchised Business as defined by Google Maps or similar mapping program. You and your PC must manage and operate your Business within the Territory.

We reserve the right to grant a territory that is larger or smaller than the three-mile area defined above, in order to account for more densely or sparsely populated areas. We will determine your Territory based on the most recently published data from the U.S. Census Bureau (or other source as we may indicate to you). You or your PC (if you are in a state that prohibits you from both managing and operating the Business) may not conduct business out of any other site or sites (facility where you operate your Clinic) other than the accepted site that has been entered in your Franchise Agreement or made part of it by an addendum attached to your Franchise Agreement. You and your PC can provide services and sell products to anyone who comes from anywhere so long as all services are performed and products are sold from the Clinic and such sales do not result from any Target Marketing (as defined below) activities by you. You can also conduct business at off-site events (such as community events, consumer shows, festivals, health and wellness expos, etc.) to draw attention to your Business to promote your services and sell products; and perform limited services (such as vitamin injectables at offsite events so long as you comply with local laws) to anyone so long as such events are within your Territory and all services (besides the limited services indicted above that can be performed at onsite events) are performed are from your Clinic. You may also conduct business at off-site events to draw attention to your Business in other geographical areas outside your Territory to promote your services and sell products only after providing notice to us and obtaining our written approval. We shall approve or deny your request, which approval is in our sole discretion, within three (3) business days of receipt of your written request and will respond by email or any other form of written communication (as described below). If we approve your request to conduct business at off-site events in another geographical area, you must be prepared to immediately discontinue conducting business at such off-site events when that area is purchased and immediately refrain from conducting business at such off-site events. You can directly market and solicit customers only within the accepted Territory that has been entered in your Franchise Agreement or made part of by an addendum attached to your Franchise Agreement. You may also sell and ship products to anyone located outside your Territory so long as your sales do not result from any Target Marketing (as defined below) activities by you.

We cannot establish either a company-owned business, franchise nor license another to locate a The IV Hub™ Wellness business within your Territory identified in your Franchise Agreement during the term of the Franchise Agreement.

Your licensed Territory is determined by population, household incomes, competition, demographics of the surrounding area, market penetration or other conditions important to the successful operation of a The IV Hub™ Wellness Business (such as the number of and type of intravenous and medical weight loss-related businesses and services that are in your area). Your licensed Territory is determined by us once a location is chosen and will not be altered even if there is a population increase or decrease. It will also not be affected by your number of treatment rooms, the number of clients you service, your revenues or your sales volume. Certain locations, such as major metropolitan areas may have smaller territories of densely populated areas. We must have consented to the location for your The IV Hub™ Wellness Business within your defined Territory in writing before you open for operation. Relocation of your Clinic requires our written acceptance. Our consent to your relocation is based on the following factors: business potential, number of treatment rooms, population, traffic patterns, proximity to major roads, demographics of the surrounding area, market penetration or other conditions important to the successful operation of a The IV Hub™ Wellness business, as we deem appropriate and as identified in your Franchise Agreement.

Establishment of additional The IV Hub™ Wellness Businesses requires our written acceptance. You must pay the fee for each additional franchise acquisition mentioned in Item 5 and must be in compliance with all of the terms and conditions of your current Franchise Agreement. We will evaluate your proposed location of any additional The IV Hub™ Wellness Business based on the criteria mentioned in Items 11 and 12 above.

The Territory described above will affect where you and our other franchisees may solicit business, promote services and sell products. If other geographical areas are unassigned, we have the right to sell or assign it, or part of it, at any time, without notice to you and you might not have the right of first refusal or option to buy the territory that was formally unassigned. You are encouraged to directly network and market for clients located within your Territory. You or your PC (if you are in a state that prohibits you from both managing and operating the Business) can provide services and you can sell products to anyone from anywhere so long as your sales do not result from any direct solicitation activities outside your Territory by you (Target Marketing as described below); all services are being performed from your Clinic (currently the only services you or your PC are authorized to perform away from your Clinic are vitamin injectables at offsite events so long as you comply with local laws); and the products you sell are being sold from your Clinic or off-site events within your defined Territory. In addition, we may allow you and other franchisees or company-owned businesses to promote services and sell products through alternative channels of distribution (such as on the Internet or Websites). If you are granted permission to promote services and/or sell products through an alternative channel of distribution, per our written approval, you and your PC may promote services and sell products, using that method, to anyone from anywhere without compensation to the other franchisees or company-owned businesses so long as all services are performed from your Clinic; and all products are sold and shipped either from your Clinic or off-site events within your Territory. We, other franchisees and company-owned businesses are subject to the same restrictions and reserve the same right to promote services and/or sell products on alternative channels of distribution to anyone from anywhere so long as services are performed within their respective clinics without compensation to you. You and your PC are prohibited from soliciting and marketing in general to anyone by any means outside of your respective Territory and you must not specifically engage in target marketing ("Target Marketing") within the territory of another The IV Hub™ Wellness business (franchise and/or a company-owned business). Target Marketing means a concerted effort by you or your PC to solicit and obtain clients through any type of advertisement or marketing, directed at all or a portion of another franchisee's territory or unassigned area. We will use commercially reasonable efforts to enforce this requirement regarding Target Marketing if you or any other franchisee violates it.

If you are asked to conduct business at off-site events (such as community events, consumer shows, festivals, health and wellness expos, etc.) in geographical areas in which there is another franchise or company-owned location, you must refer that request to The IV Hub™ Wellness business in that geographical area or directly to us. Whether the other The IV Hub™ Wellness business is a franchise or company-owned business, you and your PC (if applicable) must not conduct business (you cannot promote and/or sell services or sell products) at off-site events in that geographical area. If the other The IV Hub™ Wellness franchise or company-owned business gives you permission to conduct business at such off-site event, then you and your PC must immediately inform us in writing, and you can then proceed to conduct business at such off-site event. If there is not a The IV Hub™ Wellness business in that geographical area, then you must submit a written request to conduct business at such off-site event to us and upon our written approval, you can proceed. We shall approve or deny your request to conduct business at off-site events in other geographical areas not owned by other franchisees or us, which approval is in our sole discretion, within three business days of us receiving your written request. Our response to your request will be made by email or any other form of written communication. Approval may be revoked in our sole discretion. However, you and your PC must be prepared to immediately cease conducting such events in that other geographical area when that unassigned area is purchased or another The IV Hub™ Wellness company-owned business is opened in that area. We and other franchisees must refer off-site events that are within your Territory to you and also reserve the same right to conduct events within your Territory with your permission.

If during the time of the Franchise Agreement, you are unable to accept new clients due to lack of space, excessive work or other cause, you must refer that prospective client to another franchise in the System, company-owned location or to us to the extent permitted by law. If you fail to refer prospective clients or off-site events as set forth herein, we will have the right to terminate the Franchise Agreement. For any default of the Franchise Agreement, as an alternative to termination, we may modify or completely eliminate any rights that you may have with respect to the Territory, effective ten (10) days after delivery of written notice to you (Franchise Agreement, Sections VI, XII.H and XXIII.F).

We encourage all The IV Hub™ Wellness businesses when owned by different individuals, to work out a referral relationship and an advertising strategy if they are within close proximity of each other. We must be notified of all such arrangements.

We have the exclusive right to negotiate and enter into agreements or approve forms of agreements to perform services and provide products to any business or organization which owns, manages, controls or otherwise has responsibility for locations in more than one area whose presence is not confined within any one particular franchisee's territory regardless of the contract amount of products or equipment (if applicable) to be provided or services to be performed (a "National Account"). After we sign a contract with a National Account, we may, at our option, provide you and your PC (if you are in a state that prohibits you from both managing and operating the Business) the option to perform services or provide products to businesses under the National Account contract. If we choose, or if you (or your PC) choose not to perform services and/or provide products (if applicable) to the National Account, we may direct the National Account to seek such services and/or products from another franchisee or company-owned location even if the National Account is located within your Territory without compensation to you.

We reserve the right to issue binding policies to coordinate marketing councils and/or advertising cooperative programs. For example, we may require that all franchisees within close proximity to consumer shows, conventions or expos where health and wellness-related services or products are being offered or sold to participate in the cost and benefit of the show. We intend to direct and coordinate all franchisee Internet advertising. All such programs and policies are our proprietary trade secrets. In such programs, we will require that any client that is acquired through such programs, to be served by the closest or other franchisee, and you will not be charged or receive any type of referral fee.

Any rights not expressly granted to you are reserved to us. Such rights reserved to us include, but are not limited to the right to:

(1) Advertise, market and sell The IV Hub™ Wellness branded and trademarked services, products and equipment (if we decide to sell equipment in the future) in your Territory;

(2) Advertise, offer and promote any services, products and/or equipment (if we choose to sell equipment in the future) to promote the System through the Internet and/or other similar venues to anyone from anywhere to brand the System;

(3) Offer, sell or distribute anywhere services, products or equipment (if we develop and choose to sell equipment in the future) to anyone from anywhere through any alternative or other channel of distribution, other than local business operations (franchised or owned by us) providing services and products under the Marks and System and on any terms and conditions we deem appropriate. We have this right whether or not we are using the Marks or System or acting inside or outside the Territory designated in your Franchise Agreement;

(4) Develop, manufacture, produce and distribute any labeled product or piece of equipment that has been branded with our Mark or logo or different branded products and equipment through any outlet located anywhere regardless of its proximity to your Business (including, by way of illustration, medical supply stores, retail stores, discount clubs, medical offices, over the Internet and/or electronic media and similar venues) and on any

terms and conditions we deem appropriate. If we decide to distribute products or equipment, you will receive no compensation from us for such sales inside your Territory unless agreed otherwise in writing by us;

(5) Implement advertising cooperative programs which may allow us or others to offer services, products, solicit or sell to anyone located anywhere. We also reserve the right to issue mandatory policies to coordinate such advertising cooperative programs;

(6) Own and/or operate ourselves or authorize others to own and/or operate (a) any business located outside the Territory as designated on your Franchise Agreement, whether or not using the Marks and/or System, (b) any business anywhere, whether using the Marks and/or System or not, which is not substantially similar to the business franchised to you under the Franchise Agreement and/or (c) any business anywhere which does not use the Marks; and

(7) Acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, including arrangements in which we are acquired, and/or company-owned, franchised or other businesses (including your Franchised Business) are converted to another format, maintained under the System or otherwise. If we acquire or merge with a business similar to a The IV Hub™ Wellness business within your Territory, we will make commercially reasonable efforts to maintain the protected status of your Territory. You will fully participate in any conversion subject to any person/entity merging with, or acquiring us, reimbursing you for reasonable costs directly related to the conversion.

We are not responsible for paying any compensation to you concerning the promotion of services or the sale of products or equipment (if we choose to develop and sell equipment in the future) by us over the Internet or other similar venues, by alternative means of distribution, advertising cooperative programs, outlets, businesses that are not substantially similar to the Franchised Business or any business that does not use the Marks. For clarity, the Franchise Agreement grants you no rights to promote and/or offer services, sell or distribute products or equipment (if we develop equipment in the future) through any alternative channels of distribution (other than our approved list of channels of distribution) without our permission or share in any of the proceeds from our activities through alternative channels of distribution.

We have not established, and do not presently intend to establish, other franchises or company-owned businesses except as disclosed in Item 1 of this Franchise Disclosure Document, offering similar services under a trade name or trademark different from the Marks.

## ITEM 13
## TRADEMARKS

Under the Franchise Agreement, we grant you the nonexclusive right to use the proprietary marks (the "Marks") in connection with the operation of your Franchise. Our principal trademark is "The IV Hub Wellness" along with the design, as it appears on the first page of this Disclosure Document. We have the right to use and to license others to use the Marks and under any other trade name, trademarks, service marks and logos currently used or that may hereafter be used in the operation of the Business. You must agree to use and you must ensure your PC uses (if applicable) the Marks for the operation of your Franchise and in the manner authorized by us.

We are federally registered with the United States Patent and Trademark Office ("USPTO") of the following Mark:

| Service Mark | Serial Number | Registration Date | Register |
|---|---|---|---|
| | 98456858 | 12/24/24 | Principal |

The design mark "stylized image of a droplet" is registered on the principal register of the United States Patent and Trademark Office (referred to as "USPTO") bearing the serial number 98456858 dated March 19, 2024 and is owned by our affiliate, Pro Health Concierge Nursing and Patient Advocates, LLC and sublicensed to you. It was registered on December 24, 2024, and its registration number is 7625501. We also claim common law rights in our trademarks based on our prior use.

We have applied for federal registration with the USPTO of the following Mark:

| Service Mark | Serial Number | Application Date | Register |
|---|---|---|---|
| | 99046362 | 2/15/25 | Principal |

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 infringement, opposition or cancellation proceeding or material litigation involving the Marks. We have not yet filed an affidavit of use because our trademarks were recently filed and do not need an affidavit. We do intend to renew all of our trademark registrations.

There are no effective agreements that limit our right to sublicense you the Marks, other than a perpetual, exclusive, non-transferable, worldwide, royalty free license to use, sub-license and display the Marks from Pro Health Concierge Nursing and Patient Advocates, LLC pursuant to a trademark license agreement. The trademark license agreement may be modified or terminated if we fail to follow the operating, merchandising and advertising policies, and such other quality standards that are established by Pro Health Concierge Nursing and Patient Advocates, LLC. In addition, Pro Health Concierge Nursing and Patient Advocates, LLC has the right to substitute alternative trademarks for license at any time. Therefore, you may have to change the trademarks that you use in operating your Franchised Business at your expense. The trademark license agreement will remain in effect for as long as we offer franchises, or unless we are in default of the trademark license agreement.

Upon termination of the trademark license agreement for any reason, we and franchisees must discontinue all use of the Marks in any form, remove the Marks from our website and any of our franchisees' web pages, modify any and all identification of the Franchised Business with, or in reference to the Marks, and refrain from making any subsequent representation, advertisement or published statement or product sales using or in reference to the Marks, or the business previously conducted using the Marks, and take such action as shall be necessary to change any corporate name, assumed name or equivalent registration which mentions or refers to the Marks, or any mark similar thereto.

You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Marks or claim by any person of any rights in any Mark or any similar trade name, trademark or service mark of which you become aware. We have the sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation, USPTO proceeding or other administrative proceeding.

We are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks, to participate in your defense, or to protect you (or your PC, if applicable) against claims of infringement or unfair competition with respect to them. The Franchise Agreement does not require that we participate in your (or your PC's, if applicable) defense or indemnify you for expenses or damages if you are a party to a judicial or administrative proceeding involving one of the Marks or if the proceeding gets resolved unfavorably to you. Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy, we intend to defend the Marks vigorously (Franchise Agreement, Section XV.B).

You may not, without our written consent, in our sole discretion, commence or prosecute, or seek leave to intervene in, any litigation or other proceeding, including any arbitration proceeding, in which you purport to enforce any right or recover any element of damage arising from the use or infringement of any of the Marks or unfair competition.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Mark, and/or use one or more additional or substitute trademarks or service marks, you must comply with and ensure your PC complies with (if applicable) our directions with respect to a reasonable time after notice by us. You and your PC (if applicable), in connection with the use of a new or modified Mark, may be required, at your own expense, to remove existing signage from your Business and to purchase and install new signage in addition to all marketing and advertising materials. We have no liability to you.

There are no infringing uses actually known to us as of the issuance date of this Disclosure Document that could materially affect your use of the Marks in the State of Massachusetts or in any other state. You should understand that there could be other businesses using trademarks, trade names or other symbols similar to our Marks with superior rights to our rights. Before starting your Business, you should research this possibility, using telephone directories, trade directories, Internet directories or otherwise in order to avoid the possibility of having to change your Business name.

All your usage of the Marks granted under the Franchise Agreement is nonexclusive, and we retain the right, among others: (a) to use the Marks in connection with you and/or your PC (if applicable) offering services and selling products; (b) to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees; (c) to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you as described in Item 12.

All your usage of the Marks and any goodwill you or your PC (if applicable) establish is to our exclusive benefit and you retain no right or rights in the Marks on the termination or expiration of your Franchise Agreement. You and your PC (if applicable) may not use the Marks as a part of any corporate or trade name, nor may you or your PC (if applicable) use any trade name, trademark, service mark, emblem or logo other than the Marks, as we may designate periodically. You must prominently display the Marks on such items and in the manner we designate. You must obtain and ensure your PC obtains (if applicable) such fictitious or assumed name registrations as we require or under applicable law. You and your PC (if applicable) must also prominently display in your Business that we are not a joint employer of you or your PC and that you and your PC (if applicable) are solely responsible for all employment-related decisions and matters. You and your PC (if applicable) must also identify yourself as the owner of your Franchise by placing your name on the business and on all vehicles, checks, invoices, receipts, contracts and other documents that bear any of the Marks, and on all printed materials your name must be followed by the phrase "A franchise of The IV Hub™ Wellness" or such other phrase as we occasionally direct.

## ITEM 14
## PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any registered patents or copyrights which are material to this franchise; however, we claim common law trade secret protection for several aspects of our System, methods, techniques and administrative procedures; our packages and bundles; equipment and product specifications, systems, design, décor, signage, photographs, video presentations, website, Operations Manual and all related workbooks and materials including advertisement, marketing and promotional materials although such materials may not have been registered with the United States Copyright Office. If we do obtain copyright registration on any of the above materials, we intend to renew our registrations. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in your Franchise Agreement. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the United States Copyright Office or any court regarding any of the copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us, which could materially affect your use of the copyrighted materials in any state.

You must notify us immediately in writing of any apparent infringement of or challenge to your use of (or your PC's use of) our copyrighted materials or trade secrets or claim by any person of any rights in any copyright or trade secret which you become aware. We have the sole discretion to take such action, as we deem appropriate and the right to exclusively control any litigation, United States Copyright Office proceeding or other administrative proceeding. We may require you and/or your PC (if applicable) to discontinue use or modify any materials that may in our opinion infringe on the copyright, trade secret, or patent rights of any other person or business.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any copyrighted materials or trade secrets, and/or use one or more additional or substitute copyrighted materials or trade secrets, you and your PC (if applicable) must comply with our directions with respect to such modification, substitution or discontinuation within a reasonable time after notice by us. We have no liability to you concerning substitution or modification of copyrighted materials or trade secrets.

We possess certain confidential information including knowledge of our services, proprietary packages and bundles and products (including our privately labeled products which are products that carry our brand); administrative strategies, methods, techniques and procedures; specifications for all equipment, products and supplies; purchasing strategies, inventory management systems, vendor and supplier relationships, cost and pricing strategies; procedures for cleanliness, service standards, safety, sanitation and quality control; strategies for site acquisition, build-out and design specifications with unique décor, color scheme and signage; guidelines for hiring, training and retaining employees; guidelines for managing the relationship with your PC (if applicable); our website, intranet system, third- party software, Operations Manual, photographs, video presentations, forms, contracts, record keeping and reporting methods; proprietary client acquisition, onboarding, education and pre-screening programs; social media, advertising, marketing and promotional strategies and materials in addition to systems and knowledge of, and experience in, the operation and franchising of The IV Hub™ Wellness Business (the "Confidential Information"). We will disclose Confidential Information to you during our franchise training program, seminars, workshops, continuing education sessions and conventions sponsored by us; in our Operations Manual, and in guidance furnished to you during the term of your Franchise Agreement.

If you, any of your Qualified Healthcare Professionals, your PC (if applicable) or your partners, members, managers, directors, shareholders, employees, agents or independent contractors, develop or create any new service, program, piece of equipment, product, video presentation, photograph, concept, technique, formula, method, procedure, process or improvement in the operation or promotion of your Business, you are required to promptly notify us with all necessary related information, without compensation. However, as a matter of corporate policy, we may create an incentive program to reward you, any Qualified Healthcare Professional, your PC (if applicable), your partners, members, managers, directors, shareholders, employees, agents or independent contractors for any new service, program, piece of equipment, product, video presentation, photograph, concept, technique, formula, method, procedure, process or improvement that we implement throughout the System. You, your Qualified Healthcare Professionals, your PC (if applicable) and if you are an Entity, then one of your Owners acknowledge that any such new service, program, piece of equipment, product, video presentation, photograph, concept, technique, formula, method, procedure, process or improvement will become our property and we may use or disclose such information to other franchisees as we deem appropriate.

The Franchise Agreement provides that you or your PC (if applicable) will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of your The IV Hub™ Wellness Business during the term of your Franchise Agreement, and that the use or duplication of the Confidential Information in any other business would constitute unfair competition. You and your PC (if applicable) also agree that the Confidential Information is proprietary to us and is disclosed to you solely on the condition that you (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of your Franchise Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or electronic form; and (4) will adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosures to employees of your Franchise and any other business(es) owned by you and if you are an Entity any of your Owners, and the use of nondisclosure and noncompetition clauses in employment agreements with your employees and Owners.

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

The Franchise Agreement provides that you must manage and provide general oversight of your Business at all times. The Business must be under your direct, day-to-day, full-time supervision (or if you are an Entity such as a limited liability company , then a managing owner of such Entity, approved by us) or a non-owner office manager of your Business who has completed all state and local government required training, obtained all mandatory licensing and certification requirements and is approved by us. This person must also have successfully completed our training program and must use his or her best efforts in the operation of your Business.

You are required to retain a manager (referred to in this Item 15 as an "Office Manager") for the management of your Business immediately once your Business is open for operation and you must have an Office Manager on staff for the entire term of the Franchise Agreement. The Office Manager may, but need not, be you or one of the Owners of the Business. The Office Manager must meet all of our standards and criteria for such position as set forth in the Operations Manual. The Office Manager need not have any set percentage of the equity of the Franchised Business. Your Office Manager must devote all of his or her time and effort to the personal supervision of the Business, must be present at the Clinic whenever it is open for operation and must use his or her best efforts in the operation of the Clinic. This individual and their replacements must also satisfy the applicable training requirements as outlined in the Franchise Agreement. We have the right to require that the Office Manager or any other manager be at the Clinic for any inspection we conduct (Franchise Agreement, Section XII.F).

If we, in our sole discretion, find that your Office Manager is not properly performing his or her duties, we will advise you, and you must immediately take steps to correct the situation. However, we are not responsible for the hiring, discipline, or termination of any Office Manager that you employ. Upon termination of employment of your Office Manager, you must appoint an Office Manager successor within sixty (60) days. Any replacement Office Manager (who we may disapprove in our sole and absolute discretion) must be trained by you at your expense.

You are also required to have a lead Qualified Healthcare Professional to supervise all other Qualified Healthcare Professionals. The lead Qualified Healthcare Professional may, but not need be you or one of the Owners of the Business. If you are a lead Qualified Healthcare Professional and within a state that allows you to both manage and operate the Business, then you are not restricted from providing any medical care services to clients or hiring and supervising other Qualified Healthcare Professionals. If you are within a state that prohibits you from both managing and operating the Business, then you will need to form a PC (as described in Item 1 and below) and such PC shall assign a lead Qualified Healthcare Professional.

Our approval of an Office Manager and/or lead Qualified Healthcare Professional other than you, is conditioned upon that person entering into a confidentiality and restriction of like business agreement containing covenants like those contained in the Franchise Agreement and Schedule 8 of the Franchise Agreement against engaging in competing businesses and use disclosure of our confidential business information during the tenure of employment with you and for a period of three (3) years following the termination of such person's employment with you. You will provide us with copies of the same upon request.

If you are in a state that prohibits you from both managing and operating the Business, you must sign and maintain during the term of your Franchise Agreement, a management agreement with a PC (unless you are in a state that allow you to both manage and operate the Business, as described in Item 1). Our criteria for a PC include requirements that the Qualified Healthcare Professionals of the PC be duly licensed, and board certified as required in their respective states and have experience in primary care medicine You must obtain our written approval of the final management agreement prior to signing it with your PC. Your PC will employ and control the Qualified Healthcare Professionals who will provide the actual medical care services required to be delivered at and through the Clinic. You must ensure that the PC offers all medical care services in accordance with the management agreement and the System and does not offer any services or products that we have not authorized to be provided in connection with the Business.

If you are an Entity, each of your Owners that holds more than 10% interest in the Franchised Business must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, agree to be bound by the confidentiality provisions and non-competition provisions of the Franchise Agreement and agree to certain restrictions on their ownership interests. Franchisee's spouse must also sign the personal guaranty. The required guaranty of obligations is attached as Schedule 5 of the Franchise Agreement.

## ITEM 16
## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Due to the differing nature of markets across the United States, and because climate and geographic areas will vary, you will have a wide variety of possible locations in which to conduct business operations with our approval. You may not use the Business for any other purpose than the operation of a The IV Hub™ Wellness Business, unless otherwise approved by us in writing. Alternative operation sites that may be approved can include, for example, incorporating your Business operations within the premises of an existing business so long as the existing business is not intravenous hydration or weight loss related.

You and your PC (if you are in a state that prohibits you from both managing and operating the Business) must comply with all of our standards and specifications relating to offering services, selling products; purchasing equipment, products, supplies, technology items, software, signage, advertising and marketing materials, promotional items, miscellaneous forms and other items to be used, offered or sold in the Clinic (See Item 8).

You are required to offer private pay options for walk-in or appointment-based medical services and sell approved products as specified by us which include: a variety of different types of IV hydration therapies (such as: saline, vitamins, minerals, metabolic, weight management therapies, etc.), medial weight loss treatments (which include different compounds, spays, lozenges and injectables), our proprietary IV packages and bundles (such as vitamin bundles, immunity bundles or our signature skinny drip package), vitamin injectables, our proprietary weight loss packages (which is a combination of treatments, diet plan and ongoing consultation) in addition to offering a variety of retail items for sale (such as: different supplements and our privately labeled weight loss spray) and other IV or medical weight loss-related services as expressly authorized by us in writing or developed by us as a result of your pre-market entry study to meet the needs of your unique market. You and your PC (if applicable) must offer only the services and sell only the products that we authorize and that we have expressly approved in writing. You must not deviate from our standards and specifications without first obtaining our written consent. We will provide you with a written list services and products you and your PC (if applicable) are authorized to offer, perform and sell during our initial training program. We reserve the right to change, modify or discontinue such services and products you and your PC (if applicable) are authorized to offer, perform, use and sell at any time upon ninety (90) days written notice to you and you may be required to participate in any promotion and/or discount programs we offer which may change from time to time. To clarify, you and your PC (if you are in a state that prohibits you from both managing and operating the Business) must: offer and perform only the services we specify; offer for sale only the products we specify; comply with our administrative standards; and use and maintain the equipment, products, supplies and services for the operation of your Business as described in the Operations Manual or other written instructions. Nothing about our System should be construed to impair your, your Qualified Healthcare Professional's or your PC's independent medical judgment (Franchise Agreement, Sections XII.H and XII.I).

You acknowledge that you (and your PC if applicable) and other franchisees can provide services to anyone who comes from anywhere so long as the services you perform are from your Clinic (currently the only services you and your PC (if applicable) are authorized to perform away from your Clinic are limited to vitamin injectables at offsite events so long as you comply with local laws). You can also sell products to anyone so long as such products are sold from your Clinic or off-site events within your Territory. You and your PC (if applicable) can provide such services and sell products to anyone as described above so long as such activities do not result from Target Marketing outside your Territory (see Item 12). We, other franchisees and company-owned businesses reserve the same right to perform services and sell products to anyone from anywhere without compensation to you. You acknowledge that you will not receive any compensation from us, other franchisees or company-owned businesses if such services are provided at a company-owned business or franchised location to persons that live within your Territory and products are sold within your Territory. You and your PC (if applicable) can offer services and sell products at any rate and/or price you establish; however, we will suggest pricing and rate strategy and will establish minimum and maximum rates and/or prices at which you may offer services and sell products to the extent allowed by federal and state laws. You and your PC (if applicable) may offer additional services and products that are unique to your area in an effort to blend in with your community; however, you and your PC (if applicable) must obtain our written approval before such services and products are offered and the time to approve or deny your request is thirty (30) days (as described in Item 8). You and your PC (if applicable) must discontinue offering, performing and selling any service or product we may disapprove in writing at any time, whether such service or product is being submitted for approval or currently in use. We can and expect to change and/or modify the types of services and products (if applicable) we authorize at any time. There are no limits on our right to do so. We will inform you by email or by any other form of written communication of such changes and/or modifications. You and your PC (if applicable) may not offer any type of service or sell any type of product that has not been specifically approved by us in writing; and you or your PC (if applicable) may not independently act as an exclusive distributor for any third-party vendor or secure any exclusive rights to sell any products or equipment without our written consent.

In addition, you acknowledge that we may, in our discretion, allow you and other franchisees or company-owned businesses to promote services and/or sell products through an alternative channel of distribution (such as on the Internet or Websites) provided you adhere to our standards. You acknowledge that this may create competition and you will not receive any compensation from such sales made by other franchisees or company-owned locations. If we authorize you to promote services or sell products through alternative channels of distribution, all services must be performed from your Clinic and all products must be sold either from your Clinic or off-site events within your Territory. Unless otherwise approved by us in writing, you are not authorized to promote services or sell any products on the Internet or in any other media, whether known or hereinafter invented.

You must participate in loyalty program, rewards program, gift certificate or gift card program we establish. You may not create or issue your own gift certificates, gift cards, rewards or loyalty program unless otherwise approved by us.

You and your PC (if applicable) must maintain proper certifications, permits and licenses to operate a The IV Hub™ Wellness Business to provide services and sell products and equipment (if applicable) in your area. You must not engage in any trade, practice or other activity that is harmful to our goodwill or reflects unfavorably on our reputation, that constitutes deceptive or unfair competition, or that is in violation of any applicable law or regulation.

You are encouraged to directly network and market to promote your Clinic, offer services and sell products to anyone located within your Territory. We place no restrictions upon your ability or your PC's ability (if you are in a state that prohibits you from both managing and operating the Business) to provide services and sell products (if applicable) to anyone from anywhere; provided all services are performed from your Clinic and all products (if applicable) are sold either from your Clinic and/or at off-sites events within your Territory, in accordance with our standards. However, you and your PC (if applicable) are prohibited from performing services or conducting business at off-site locations in any other geographical area or through any alternative channels of distribution without our permission (see Item 12).

## ITEM 17
## RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

**This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the exhibits attached to this Disclosure Document. "FA" refers to the Franchise Agreement.**

| **Provision** | **Franchise Agreement** | **Summary** |
|---|---|---|
| a. Term of the Franchise Agreement. | FA Section VII.A. | FA – Initial term is five (5) years which begins on the day the Franchise Agreement is executed and ends five (5) years from the date your Clinic is physically open for operation. |
| b. Renewal or extension of the term. | FA Section VII.B. | FA – one five-year term if you meet certain renewal term requirements. |
| c. Requirements to renew. | FA Section VII.B. | FA – Renewal means the Franchisee's right to enter into a new Franchise Agreement for one additional five-year term following the expiration of the initial term of the Franchise Agreement, provided that the Franchisee (i) receives written notice to renew, (ii) is in full compliance, (iii) is not in default under the FA, (iv) has satisfied its performance standards, (v) has satisfied its monetary obligations, (vi) has signed its then current form or new Agreement, (vii) has executed a general release, (viii) has satisfied any then current qualifications and training requirements, (ix) has upgraded its Business and (x) has paid its renewal fee. If you fail to meet any of the conditions to renew, we may refuse to renew or extend the terms of your FA. |
| d. Termination by you. | Section XXIII.D. | FA – If we have materially failed to comply with terms of the Franchise Agreement after thirty (30) days' notice. |
| e. Termination by us without cause. | Not Applicable. | We cannot terminate your FA without cause. |
| f. Termination by us with cause. | FA – Section XXIII. | FA – We can terminate if you breach a material provision of the Franchise Agreement or fail to open the business. |
| g. "Cause" defined; curable. | FA – Section XXIII.B. | FA-Violation of health or safety laws upon seventy-two (72) hours notice; five (5) days for failure to pay amounts owed; thirty (30) days for all other defaults. |

| | | |
|---|---|---|
| h. "Cause" defined as non-curable. | FA – Sections XXIII.C. | Failure to agree on a territory; failure to complete our initial training program to our satisfaction; abandonment of Business; surrender of control; failure to satisfactorily complete initial training; misrepresentation or omission in application; felony conviction; unauthorized assignment or improper assignment upon death or disability; loss of possession of Business; loss of any required permits to operate business; unauthorized use of Confidential Information; failure to pay taxes or liens; dishonest or unethical conduct; You maintain false records or keep false books; assignment for benefit of creditors; bankruptcy; material misrepresentation or omission; and you fail to comply with Sections XII, XIV, XX, or XXI of the FA. |
| i. Your obligations on termination / non-renewal. | FA – Section XXIV. | FA – Cease operating franchised business; cease use of Confidential Information and Marks; deliver property containing the Marks; cancel assumed or similar name registrations; pay outstanding amounts and damages; deliver Manuals; assign phone numbers; comply with covenants. |
| j. Assignment of contract by us. | FA – Section XXII.C. | No restriction on our right to assign. |
| k. "Transfer" by you-definition. | FA – Section XXII.B. | Includes transfer of the contract and business assets by you. |
| l. Our approval of transfer by you. | FA – Section XXII.B. and XXII.E. | FA – We have the right to approve all transfers by you. |
| m. Conditions of our approval of transfer. | FA – Section XXII.C and XXII.E. | FA – Full compliance; transferee qualifies; all amounts due are paid in full; completion of training by transferee; transfer fee paid; transferee agrees to be bound by all terms of Franchise Agreement; you sign and deliver other required documents, including a release. |
| n. Our right of first refusal to acquire your Business. | FA – Section XXII.C and XXII.E. | FA – We have the right to acquire your Business under the same terms you are offering to a third party. |
| o. Our option to purchase your Business. | FA – Section XXII.C and XXII.E. | FA – You must notify us if you plan to transfer your Business to a third party. After we have been notified, we will notify you whether or not we will purchase your Business. We have |

| | | |
|---|---|---|
| | | the right to match any offers. |
| p. Your death or disability. | FA – Section XXII.D. | FA – Franchise must be assigned to an approved buyer within six (6) months. |
| q. Non-competition covenants during the term of the Franchise. | FA – Section XIX.B and XIX.C. | FA – No involvement in any competitive business anywhere within ten (10) miles of any company-owned business or other franchises. |
| r. Non-competition covenants after the franchise is terminated or upon expiration. | FA – Section XIX.B. | FA – No interest in competing business for two (2) years within ten miles of any company owned business or other franchises. |
| s. Modification of the Agreement. | FA – Section XXV.J. | FA – No modification except by written agreement. Operations Manuals are subject to change. |
| t. Integration / merger clause. | FA – Section XXV.J. | FA – Only terms of the Disclosure Document and FA are binding subject to state law. Notwithstanding the prior sentence, nothing in the Franchise Agreement or any related agreement is intended to disclaim any representations Franchisor has made in the entire Disclosure Document. Any representations made outside of the Disclosure Document or the FA may not be enforceable. |
| u. Dispute resolution by arbitration. | FA – Section XXV.D. | FA – Arbitration and mediation in Middlesex County, State of Massachusetts (subject to State law). |
| v. Choice of forum. | FA – Section XXV.G. | FA – Litigation in Middlesex County, State of Massachusetts (subject to state law) or the United States District Court of Massachusetts. |
| w. Choice of law. | FA – Section XXV.G. | FA – State of Massachusetts laws apply (unless prohibited by laws of state where Franchise is located). |
| x. Liquidated Damages. | FA – Section XXIV.H. | FA- Subject to applicable laws, if the Franchise Agreement is terminated prior to its expiration date, you shall be obligated to pay within thirty (30) days of termination or expiration of the Franchise Agreement, a sum determined by adding together the average royalty fee payments and average System Brand Fee payments that was paid to us during |

| | |
|---|---|
| | the previous twelve (12) months for either the remaining term (or renewal term) of the Franchise Agreement or two years (whichever comes first). If you have not made twelve (12) months of payments to us, then the number of payments you have made will be used to calculate the average of such Royalty and System Brand Fee payments. |

## ITEM 18
## PUBLIC FIGURES

We currently do not use any public figure to promote our Franchise.

## ITEM 19
## FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Noreen Connolly, 469 Salem St. Suite 23, Medford, Massachusetts 02155 (617) 869-0575, or the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20
## OUTLETS AND FRANCHISEE INFORMATION

### Table 1
### System wide Outlet Summary
### For Fiscal Years 2021 thru 2024

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2021 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| Company-Owned | 2021 | 0 | 1 | +1 |
| | 2022 | 1 | 1 | 0 |
| | 2023 | 1 | 3 | +2 |
| | 2024 | 3 | 4 | +1 |
| Total Outlets | 2021 | 0 | 1 | +1 |
| | 2022 | 1 | 1 | 0 |
| | 2023 | 1 | 3 | +2 |
| | 2024 | 3 | 4 | +1 |

**Table 2**
**Transfers of Outlets from Franchisees to New Owners (other than Franchisor)**
**For Fiscal Years 2021 thru 2023**

| State | Year | Number of Transfers |
|---|---|---|
| MA | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 0 |
| Total | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 0 |

**Table 3**
**Status of Franchise Outlets**
**for Fiscal Years 2021 thru 2023**

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| MA | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Totals | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Table 4**
**Status of Company-Owned Outlets**
**for Fiscal Years 2021 thru 2023**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| MA | 2021 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 2 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 1 | 0 | 0 | 0 | 4 |
| Totals | 2021 | 0 | 1 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 2 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 1 | 0 | 0 | 0 | 4 |

* "Company-owned Outlets" includes the non-franchised business owned and operated by our affiliate, Pro Health Concierge Nursing and Patient Advocates, LLC. These businesses are not part of the franchise system. They may be sold to others or to a franchisee in the future.

** Our fiscal year end is December 31. As of the date of this Disclosure Document, our affiliate operated three non-franchised business at the locations listed below:

The IV Hub™ Wellness
469 Salem St. # 23
Medford, MA 02155

The IV Hub™ Wellness
117 Main Street # 27
Stoneham, MA 02180

The IV Hub™ Wellness
154 Cambridge Street # 115
Burlington, MA 01803

The IV Hub™ Wellness
301 Newbury St Studio 39
Danvers, MA 01923

**Table 5**
**Projected Openings**
**for the Period Ending December 31, 2025**

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlet in the Current Fiscal Year | Projected New Company Owned Outlets in the Current Fiscal Year |
|---|---|---|---|
| Indiana | 0 | 1 | 0 |
| Illinois | 0 | 1 | 0 |
| **Totals** | **0** | **2** | **0** |

A list of the names of all franchisees and the addresses and telephone numbers of their The IV Hub™ Wellness Business are listed as Exhibit G to this Disclosure Document. A list of the name and last known home address and telephone number of every franchisee who has had their franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during Fiscal Year 2023 or who has not communicated with us within 10 weeks of our application date is attached as Exhibit H.

If you buy this Franchise, your contact information may be disclosed to other buyers while you are a franchisee and when you leave the franchise system.

At this time, there are no previously owned The IV Hub™ Wellness franchised outlets for sale.

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

At this time, there are no trademark specific franchisee organizations representing The IV Hub™ Wellness franchisees, and no such trademark specific franchisee organization has asked us to be included in this Disclosure Document.

## ITEM 21
## FINANCIAL STATEMENTS

Our certified, independent, audited financial statements for the period from our date of formation, February 22, 2024, to June 14, 2024 are attached to this Disclosure Document as Exhibit I. Our fiscal year end is December 31. We have not been in business for three (3) years or more and therefore cannot include all financial statements required by the Federal Trade Commission franchise rules for our last three (3) fiscal years.

**ITEM 22**
**CONTRACTS**

Copies of all proposed agreements regarding the franchise offering are included in the Exhibits that follow. These include our Franchise Agreement and all exhibits attached to it:

Franchise Agreement - Exhibit A
  Schedule 1 – Opening Date of Franchise
  Schedule 2 – Electronic Funds Transfer Authorization Agreement
  Schedule 3 – Executive Order 13224 and Related Certifications
  Schedule 4 – ADA & Related Certifications
  Schedule 5 – Individual Guaranty
  Schedule 6 – Statement of Ownership Interests and Principles
  Schedule 7 – Collateral Assignment of Lease
  Schedule 8 – Confidentiality and Non-Compete Agreement
Directory of Federal, State and Canadian Franchise Regulators – Exhibit B
Franchise Disclosure Questionnaire – Exhibit C
State Addenda – Exhibit D
Operation Manual Table of Contents – Exhibit E
Option Agreement – Exhibit F
List of Franchisees – Exhibit G
Franchisees Who Left the System – Exhibit H
Financial Statements – Exhibit I
Business Associate Agreement – Exhibit J
Management Agreement – Exhibit K
Receipts – Exhibit L

**ITEM 23**
**RECEIPTS**

Included as the last document of this Disclosure Document (Exhibit L) and/or as a separate executable form, is a Receipt to be signed by you. This Receipt must be signed and dated and delivered to us at least fourteen (14) calendar days before signing of the Franchise Agreement or payment of any fee by you.

# EXHIBIT A

## FRANCHISE AGREEMENT

**Between**

**Wellness Enterprise Solutions, LLC**

**and**

________________________________________

**Franchisee**

**FRANCHISE AGREEMENT**

**Between**

**Wellness Enterprise Solutions, LLC**

469 Salem St. Suite 23
Medford, MA 02155
Direct: (617) 869-0575
Toll Free (800) 551-1506
Web: www.TheIVHubWellness.com

and

________________________________________
________________________________________
________________________________________

**Collectively referred to as "Franchisee"**

## TABLE OF CONTENTS

**Page**

**TABLE OF CONTENTS**
(continued)

**Page**

**TABLE OF CONTENTS**
(continued)

**Page**

**TABLE OF CONTENTS**
(continued)

**Page**

**TABLE OF CONTENTS**
(continued)

**Page**

**TABLE OF CONTENTS**
(continued)

**Page**

**Wellness Enterprise Solutions, LLC**
**FRANCHISE AGREEMENT**

*PARTIES*

**THIS FRANCHISE AGREEMENT** ("Agreement") is made by and between Wellness Enterprise Solutions, LLC, a Massachusetts limited liability company, hereinafter known as "WES" or "Franchisor" and the person or entity named above, hereinafter known as "you" or "Franchisee." If the Franchisee is a corporation or limited liability company, partnership or other entity, certain provisions of this Agreement also apply to your shareholders, members, partners or owners. Any such entity may be referred to as an "Entity" and those who own the Entity may be referred to as "Owners." For ease of reference, Wellness Enterprise Solutions, LLC will also be referred to as "we," "us" or "our" in this Agreement. The persons signing as Franchisee or Guarantors may be referenced to herein individually as "you" or "yours" or collectively as "Franchisee." We and Franchisee (sometimes collectively referred to as the "Parties" and individually as a "Party") are entering into this Agreement to evidence the agreement and understanding between the Parties as follows:

*RECITALS*

**WHEREAS**, we have developed standards, specifications, business techniques and procedures (the "System") to manage and operate an intravenous hydration therapy and medical weight loss business providing services for adults of all ages to help manage and improve their health. Each The IV Hub™ Wellness business will offer private pay options for walk-in or appointment-based medical services which includes but is not limited to: a variety of different types of intravenous ("IV") hydration therapies (such as: saline, vitamins, minerals, metabolic, weight management therapies, etc.), medial weight loss treatments (which include different compounds, spays, lozenges and injectables), our proprietary IV packages and bundles (such as vitamin bundles, immunity bundles or our signature skinny drip package), vitamin injectables and our proprietary weight loss packages which are a combination of treatments, diet plan and ongoing consultation (hereinafter referred to as "Services") in addition to offering a variety of retail items (such as: different supplements and our privately labeled weight loss spray) for sale (hereinafter referred to as "Products") at any The IV Hub™ Wellness franchised business (hereinafter referred to as the "Franchise", "Business" or "Franchised Business"); and

**WHEREAS**, we identify our System by means of certain trade names, service marks, trademarks, logos, emblems, trade dress, and other indicia of origin, including but not limited to the mark "The IV Hub™ Wellness" and all other trade names, service marks, trademarks and trade dress as are now designated (and may in the future be designated by us in writing) for use in connection with the System (the “Names and Marks” or “Names” or “Marks”); and

**WHEREAS**, we have entered into an exclusive license agreement (“License Agreement”) with Pro Health Concierge Nursing and Patient Advocates, LLC for the right to use and sublicense to our franchisees the Names, Marks and other intellectual property in connection with the operation of a The IV Hub™ Wellness business; and

**WHEREAS**, we continue to develop, use, and control the use of such Names and Marks to identify for the public the source of services and products marketed thereunder and under our System, and to represent the System’s high standards of consistent quality, appearance, and service; and

**WHEREAS**, we have established substantial goodwill and business value in our Names and Marks, expertise and System; and

**WHEREAS**, we have the right to license a system or business program, including expertise for conducting and operating a business under the mark and design The IV Hub™ Wellness; and

**WHEREAS**, Franchisee desires to obtain a franchise from us for the right to use the Names, Marks and the expertise for operating a The IV Hub™ Wellness business, and the right to obtain the benefits and knowledge of our System including, but without limitation our: business format that is simple and efficient offering Services and Products (including our privately labeled products which are products developed by a third-party vendor and carry our brand) along with administrative strategies, methods, techniques and procedures; specifications for all equipment and products used, purchasing strategies, inventory management systems, relationships with vendors and suppliers; build out specifications with furnishings, unique décor, color scheme and signage; our website, a franchise web page housed within our national website and intranet system; guidelines for hiring, training and retaining employees; procedures for cleanliness, service standards, safety, sanitation and quality control; third-party software, forms, contracts, record keeping and reporting methods; proprietary client acquisition, onboarding, education and pre-screening programs; marketing, advertising and promotional strategies and materials; record keeping and accounting methods; and in general a style and method of business operation utilizing our Names and Marks as a Franchisee of ours; and

**WHEREAS**, Franchisee recognizes the benefits to be derived from being identified with and licensed by us, and Franchisee understands and acknowledges the importance of our high standards of quality, appearance, and service and the necessity of operating the Business in conformity with our standards and specifications.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

## I. FRANCHISEE MUST ENTER INTO A MANAGEMENT AGREEMENT AND ACKNOWLEDGES BUSINESS RISK

### A. Professional Corporation Under Management Agreement

Prior to commencing operations of the Franchised Business and only if Franchisee is either: (i) not a qualified healthcare professional (for example physician, physician assistant, nurse practitioner, registered nurse, aesthetician or medical assistant) who is licensed to provide the medical services being offered at the Business ("Qualified Healthcare Professionals"); or (ii) is a Qualified Healthcare Professional and is in a state that prohibits Franchisee from both managing and operating the Business, then Franchisee must enter into a management agreement with a professional corporation "PC" (or similar entity, such as a professional liability company, if permitted under local and state laws) whereby Franchisee will provide to the PC, management and administrative services and support consistent with the System to support the PC's practice and its delivery of Services and related Products to its clients consistent with all applicable laws and regulations. The PC shall employ and control all Qualified Healthcare Professionals who will provide the actual medical care services at the Business. Our criteria for a PC include requirements that the Qualified Healthcare Professionals of the PC be duly licensed and board certified as required in their respective states and have experience in primary care medicine. Franchisee shall not provide any actual medical care services, nor supervise, direct, control or suggest to the PC or its Qualified Healthcare Professionals or its employees the manner in which the PC provides or may provide medical care services to its clients. If a PC is required, Franchisee acknowledges and agrees that due to various federal and state laws regarding the practice of medicine and the ownership and operation of health care businesses that provide the type of medical care services being offered by the Business, Franchisee will not provide any medical care services if not a Qualified Healthcare Professional; and will not supervise, direct, control or suggest to the PC or its Qualified Healthcare Professionals or employee the manner in which the PC provides medical care services to its clients. The PC will have sole authority and control over the day-to-day operations of the Business, its Qualified Healthcare Professionals and its employees and/or agents. At no time will the PC's Qualified Healthcare Professionals, employees or agents be deemed to be an employee of ours.

Franchisee can use any standard form of management agreement and can negotiate the monetary terms and, with our consent, certain other terms of the relationship with the PC. Franchisee must obtain our written approval of the final management agreement prior to its execution. We must approve the PC candidate. Our criteria for a PC include requirement that the Qualified Healthcare Professionals of the PC be duly licensed and board certified as required in their respective states and have experience in primary care medicine. Franchisee shall ensure that the PC offers all Services and sells all Products in accordance with the management agreement and the System. Unless Franchisee is in a state that allows one entity to both manage and operate the Business (as further explained in Section XII.C of this Agreement), Franchisee must have a management agreement in effect with a PC at all times during the Franchisee's management of the Business and the term of the Franchise Agreement.

B. Franchisee Acknowledgement of Business Risk and Absence of Guarantee

Franchisee (and each Owner) hereby represents that it has conducted an independent investigation of our Business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will depend upon Franchisee's abilities as an independent businessperson. We expressly disclaim the making of, and Franchisee acknowledges that it has not received any, warranty or guarantee, express or implied, as to the potential volume, revenues, gross income, margins, profits or success of the Business contemplated by this Agreement. Franchisee further acknowledges that none of our employees, or agents has any authority to make any statement, warranty, or guarantee of the potential volume, revenues, gross income, margins, profits or success of the Business contemplated by this Agreement, and that we have expressly instructed all of our employees not to make any warranty, guarantee, statement or representation regarding the potential volume, revenues, gross income, margins, profits or success of the Business contemplated by this Agreement. Franchisee acknowledges that Franchisee has been given the opportunity to clarify any provision of this Agreement that Franchisee may not have initially understood and that we have advised Franchisee to have this Agreement reviewed by an attorney. Franchisee hereby releases us, our employees, shareholders, members, directors, managers, our affiliated companies and agents from liability based on such representations or agreements, to the extent permitted by law or regulation.

The Franchisee acknowledges that we have not made, and does not hereby make, any representation or warranty as to potential revenues, income, margin, gross income, profits, volume or success of the Franchise or merchantability, performance, accuracy of informational content, system integration, quality of any software or computer programs that we may provide the Franchisee, condition, fitness or suitability for the Franchisee's purposes of any component of the System, or any other representation or warranty with respect to the System. We shall not be liable to Franchisee for, nor shall Franchisee's obligations hereunder be affected by, any loss, claim, liability, cost, damage or expense of any kind caused, or alleged to be caused, directly or indirectly, by the System, or by an inadequacy of the System for any purpose, or by any defect in, the use or maintenance of, any repairs, servicing or adjustments of, or any interruption or loss of service or use of, the Business, or any loss of business, profits, consequential or other damages of any nature.

## II. FRANCHISEE'S ACKNOWLEDGMENTS CONCERNING RECEIPT AND THOROUGH EVALUATION OF AGREEMENT

Franchisee acknowledges having received, read, and understood this Agreement, the Franchise Disclosure Document and all attachments. Franchisee further acknowledges that we have accorded Franchisee with ample time and opportunity to consult with independent legal counsel and other advisors of its own choosing concerning the potential benefits and risks of entering into this Agreement. Franchisee acknowledges that Franchisee has received a completed copy of this Agreement, attachments and schedules (collectively referred to as the "Schedules") referred to herein, and agreements relating hereto, as well as the entire Franchise Disclosure Document, at least fourteen (14) calendar days prior to the date on which this Agreement was executed or money was paid by Franchisee for the franchise.

Franchisee acknowledges that it has read and understands this Agreement, the Schedules and any agreements relating thereto, and that Franchisee has been advised by our representative to consult with an attorney or advisor of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement prior to its execution.

Franchisee acknowledges that any statements, oral or written, by us or our agents preceding the execution of this Agreement were for informational purposes only and do not constitute any representation or warranty by us. The only representations, warranties and obligations we have made are those specifically set forth in the Franchise Disclosure Document and this Agreement. Franchisee must not rely on, and the Parties do not intend to be bound by, any statement or representation not contained therein.

Franchisee acknowledges that we will not provide or designate locations for Franchisee, will not provide financial assistance to Franchisee, and we have made no representation that we will buy back from Franchisee any equipment, products, supplies, technology items (such as computers, printers, modems, routers, phone system, etc.), furnishings, fixtures or signage purchased by Franchisee in connection with the Business, except where we are otherwise required by law or regulation to buy back such items upon expiration or termination of this Agreement.

## III. NO PROJECTED OR FORECASTED FRANCHISE SALES, PROFITS OR EARNINGS

Franchisee, and each Party executing this document hereto, acknowledges that neither we nor any of our officers, directors, employees or agents have made, and Franchisee has not received or relied upon, any express or implied oral, written, or visual information, representations, assurances, warranties, guarantees, inducements, promises or agreements concerning the actual, average, projected or forecasted franchise sales, revenues, profits, earnings or likelihood of success that Franchisee might expect to achieve from operating the Business (defined as "Financial Performance Representations"). Furthermore, we do not authorize any agent, officer, director or employee of us to make any Financial Performance Representations.

## IV. RELATIONSHIP OF THE PARTIES

### A. Franchisee is an Independent Contractor

During the term of this Agreement, and any renewals or extensions hereof, the Franchisee shall hold itself out to the public as an independent contractor operating its business pursuant to a franchise from us. This Agreement is not intended to create, and shall not be interpreted as creating, a partnership, joint venture, agency, employment or personal services or similar relationship between us and Franchisee. Franchisee agrees to take such affirmative action as may be necessary, including, without limitation, exhibiting multiple public notices of that fact, the content and display of which we shall have the right to specify. For example, such notices shall be provided on letterhead, business cards, bank account names, bank checks, and signs at the place of business. Franchisee and its PC (if Franchisee is in a state that prohibits Franchisee from both managing and operating the Business) is responsible for collecting and remitting Social Security, Medicare, unemployment contributions and/or any other mandated county, state or federal obligations on behalf of its respective employees. Franchisee acknowledges that we have no responsibility to ensure that Franchisee's Business is developed and operated in compliance with all application of laws, ordinances and regulations and that we shall have no liability in the event the development or operation of the Business violates any law, ordinance or regulation.

B. Franchisor Is Not in A Fiduciary Relationship with Franchisee

It is understood and agreed by the Parties hereto that this Agreement does not establish a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either Party as an agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose whatsoever. In addition, we shall not have any fiduciary relationship to the Franchisee or its PC (if applicable) by virtue of the fact that we may operate a System Brand Fund (as defined in Section X.B of this Agreement).

It is understood and agreed that nothing in this Agreement authorizes the Franchisee its PC (if applicable), and the Franchisee or its PC shall have no authority, to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt, bond, indenture, promissory note or other obligation in our name; and that we shall in no event assume liability for, or be deemed liable hereunder or thereunder as a result of any such action; nor shall we be liable by reason of any act or omission of the Franchisee or its PC in its management and conduct of the Business or for any claim or judgment arising therefrom against the Franchisee, its PC or us.

The Franchisee represents, warrants and agrees as follows: the Franchisee is duly organized and is in good standing in all jurisdictions where legally required in order to carry on its business, has duly authorized the execution, delivery and performance of this Agreement and all other documents contemplated hereby, which are, or upon signing, will be binding on the Franchisee, do not and will not contravene any other instrument or agreement to which the Franchisee is party and there is no pending litigation, tax claim, lien, encumbrance or mortgage, proceeding or dispute that may adversely affect the Franchisee's financial condition or impair its ability to perform its obligation under the terms of this Agreement.

It is understood that Franchisee and its PC (if applicable) will have sole responsibility for its employees and all acts of its employees and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment (as described in Section XII.F). Franchisee and its PC must disclose to each of its respective employees in writing, in a form approved by us in advance, that we are not a "joint employer" of the Franchisee's or PC's employees. Franchisee acknowledges that we do not control the Franchisee's or PC's personnel policies, including establishing wage and hour requirements, hiring, firing, setting wages, disciplining, supervising and record keeping of employees.

## V. FRANCHISE GRANT

We hereby grant to Franchisee, upon the terms and conditions herein contained and subject to this Agreement, the right, license, and privilege, and Franchisee hereby accepts a franchise under the terms and conditions set forth herein for the right to manage and operate a The IV Hub™ Wellness Business that has been assigned a protected territory (referred to as the "Territory") for the entire term of this Agreement, with the right to use solely in connection therewith our Names and Marks, Services, Products, advertising, marketing and branding methods and our System, as they may be changed, improved and further developed from time to time only in the Territory as set forth in Section VI and provided the Franchisee shall adhere to the terms and conditions hereof.

It is understood and agreed that, except as expressly provided herein or any other agreement is executed, this franchise grant does not include the right of Franchisee to sub franchise.

Except as provided in this Agreement, Franchisee shall be free to use the materials provided by us in the manner that Franchisee, in Franchisee's sole and absolute discretion, deems most appropriate for the operation of a The IV Hub™ Wellness Franchise, provided that Franchisee shall not violate any applicable law, regulation, or provision of this Agreement in exercising such discretion.

## VI. TERRITORY

Franchisee is not granted an exclusive territory. The Territory is a protected marketing territory as defined in this Agreement. The location of the Franchise Business (referred to as the "Clinic") shall be: within the State of _____ in the county(ies) of ___________. If the actual Franchise Business address has not yet been chosen, Franchisee's Accepted Location shall be within an area referred to as the "Search Area".

**The Search Area is:**

___________________________________________________________________________

**The exact "Accepted Location" of the Clinic is:**

___________________________________________________________________________

**The protected Territory will be: _________** miles driven from any direction of the Clinic.

If the Parties do not select a territory (area in which franchise wants to conduct business) prior to the signing of this Agreement, then it shall be entered at a later date, under the terms of this Agreement. Failure of Franchisee to secure a lease for the Business within ninety (90) days of execution of this Agreement and/or failure to open its Business for operation within one hundred and eighty (180) days after the execution of this Agreement will permit us to terminate this Agreement, as provided in Section XXIII.C. The Territory, under the terms of this Agreement, will include up to three (3) miles driven in any direction from the Clinic as defined by Google Maps or a similar mapping program. We reserve the right to grant a Territory that is larger or smaller than the three (3) mile area described above, in order to account for more densely or sparsely populated areas. Franchisee and its PC (if applicable) may not conduct business at any other location or locations other than the Accepted Location identified above; however, Franchisee may conduct business at off-site events (such as: community events, consumer shows, festivals, health and wellness expos, etc.) to draw attention to the Business to promote its Services and sell Products so long as such off-site events are within Franchisee's Territory. Franchisee and its PC (if applicable) can perform Services and sell and ship Products to anyone from anywhere so long as such Services are performed from Franchisee's Accepted Location; and all Products are sold from the Accepted Location or off-site events within its Territory. However, Franchisee and its PC (if applicable) may be able to conduct business and perform Services at such off-site events (vitamin injectables so long as Franchisee and its PC (if applicable) comply with local laws) in unassigned geographic areas outside its Territory with written permission by us as described below.

The size of the Territory which normally will be up to three (3) miles driven in any direction from the Accepted Location (as described above), will be determined by population base, demographics of the surrounding area, competition, availability of appropriate sites, reasonable rent, business potential (such as the number of and type of intravenous and medical weight loss-related businesses and services that are in Franchisee's area) or other conditions important to the successful operation of a Franchised Business as we deem appropriate. The Territory is determined once a location is chosen and approved by us, and will not be altered even if there is a population increase or decrease during the term of this Agreement. The Territory is not dependent upon Franchisee's number of treatment rooms, the number of clients, achievement of certain revenues, sales volume, market penetration or any other contingency. The boundaries of the Territory shall be determined by major topographical features which clearly define contiguous areas such as: streets, highways, freeways or other roadways, rivers, streams, mountains and underdeveloped land.

Franchisee's Accepted Location must be within its Territory as identified above. We must consent to the site for the Business within the Territory in writing, especially prior to Franchisee and its PC (if applicable) becoming obligated to a lease or purchase agreement (if applicable). Franchisee and its PC (if applicable) may not operate the Business out of any other location other than its Accepted Location including operating any other business other than a The IV Hub™ Wellness Business at the Accepted Location unless otherwise set forth in this Agreement or made a part hereof by an addendum attached to this Agreement. Franchisee shall not relocate the Business within its Territory, without our express prior written consent (specified in Section XXII.A). During the term of this Agreement, we shall not establish or license another party or entity to establish, a The IV Hub™ Wellness business within the Territory outlined above. If Franchisee decides to buy the rights to additional Businesses, then those separate franchise agreement(s) will dictate the terms of the applicable territory (a separate Franchise Agreement is required for each additional Business as defined in Section IX.D of this Agreement). If a geographical area whether it is adjacent or not adjacent to the Territory and is unassigned, we have the right to sell or assign it, or part of it, at any time, without notice to Franchisee, and Franchisee will not have the right of first refusal or the option to buy the territory that was formally unassigned, unless there is a separate agreement to that affect.

Franchisee and its PC (if applicable) is encouraged to directly advertise and market to promote and offer Services and sell Products within its Territory. Franchisee and its PC may provide Services and can sell Products to anyone from anywhere so long as the Services Franchisee performs are performed from Franchisee's Accepted Location (currently the Services Franchisee is authorized to perform away from its Clinic are limited to vitamin injectables) and all Products Franchisee sells are sold from the Franchisee's Clinic at the Accepted Location or at off-site events within Franchisee's Territory. We, other franchisees and company-owned businesses reserve the same right to perform Services and sell Products to anyone who comes from anywhere without compensation to Franchisee. Franchisee and its PC (if applicable) is not restricted as to the geographic area into which Franchisee may attract clients; however, Franchisee cannot perform any Target Marketing into any other territory of another franchisee or company-owned business. The term "Target Marketing" means a concerted effort by Franchisee and/or its PC to solicit and obtain clients by any type of advertising or marketing directed at all or a portion of another franchisee's territory, territory of a company-owned business or any unassigned area. We shall use commercially reasonable efforts to address any Franchisee that violates this policy.

Franchisee and its PC (if applicable) is prohibited from promoting and offering Services and/or selling Products through any alternative channels of distribution (such as Websites as defined below) without our written approval. If Franchisee and its PC is granted permission to promote its Services and/or sell Products through an alternative channel of distribution, per our written approval, Franchisee may promote its Services and/or sell Products to anyone from anywhere without compensation to the other franchisees or company-owned businesses so long as all Services are performed from its Clinic and within its Territory and all Products are sold and shipped from the Accepted Location or at off-site events within its Territory. We, other franchisees and company-owned businesses are subject to the same restrictions and reserve the same right to promote Services and sell Products to anyone from anywhere through an alternative channel of distribution so long as such Services are performed from such company-owned or franchise locations and all Products are sold from such business locations without compensation to Franchisee. Our response to Franchisee's request to promote and offer Services and sell Products through an alternative channel of distribution will be made within thirty (30) days after we receive it by email or any other form of written communication within thirty (30) days after we receive it. Approval may be revoked in our sole discretion by a written communication to Franchisee.

If Franchisee is asked to conduct business at off-site events to promote its Services (for example any type of community event, consumer show, festival or health and wellness expos) and sell Products or perform Services (specifically vitamin injectables which are the only Services Franchisee and its PC (if applicable) is currently authorized to perform away from its Clinic) in geographical areas in which there is another franchisee, Franchisee must immediately refer that request to The IV Hub™ Wellness business in that geographical area or directly to us. Franchisee and its PC (if applicable) must not conduct business at off-site events or perform Services in that geographical area if another franchise or company-owned business is operating in that area. If the other franchise or company-owned business gives Franchisee permission to conduct business at such off-site event or perform Services (limited Services as described above), then Franchisee and its PC (if applicable) can immediately proceed. If there is not a The IV Hub™ Wellness business in that geographical area, then upon providing us with written notice and upon our consent, in our sole discretion, Franchisee and its PC can proceed. Our response to Franchisee's request will be made within three (3) business days after we receive it, and we will respond by email or any other form of written communication. Approval may be revoked in our sole discretion by a written communication to Franchisee. Franchisee and its PC must be prepared to immediately cease conducting such off-site events and/or performing Services in that other geographical area when that unassigned area is purchased or if a company-owned business is placed in such area. We and other franchisees and company-owned businesses must refer off-site events and Services within Franchisee's Territory to Franchisee.

If during the term of this Agreement, Franchisee is unable to accept new clients due to lack of space, excessive work or for any other cause Franchisee must refer that prospective client to another franchisee, company-owned business or to us. If Franchisee and/or its PC (if applicable) fails to: (i) refrain from Target Marketing, or (ii) refer off-site events or clients as described herein, we will have the right to terminate this Agreement as described in Section XXIII.C of this

Agreement. For any default of this Agreement which triggers our ability to terminate, as an alternative to termination, we will have the right, in our sole discretion, to modify or completely eliminate any rights Franchisee may have with respect to the protected status of the Territory, effective ten (10) days after delivery of written notice to Franchisee as provided in Section XXIII.F.

We encourage The IV Hub™ Wellness businesses, when owned by different individuals, to work out a referral relationship and an advertising strategy if they are within close proximity of each other. We must be notified in writing of all such arrangements and give our approval.

We may, from time to time, establish certain programs for the benefit of franchisees and the System whereby The IV Hub™ Wellness franchisees will be permitted to perform Services and provide Products in accordance with the specifications described in any particular program established by us. Currently in effect is our National Account program. The National Account program is defined as follows:

a) The term "National Account" means a special class of accounts which may include but are not limited to large businesses, national or regional organizations or non-profit organizations with outlets located in multiple territories and government agencies who on their own behalf or through agents, franchisees or other third parties owns, manages, controls or otherwise has responsibility for buildings or common-services in more than one location whose presence is not confined within any one particular franchisee's Territory regardless of the aggregate contract amount of Services and/or Products the Franchisee and its PC (if applicable) wishes to perform and/or provide. Any dispute as to whether a particular client or account is a National Account shall be determined by us in our sole and absolute discretion and our determination shall be final and binding;

b) We shall have the exclusive right, unless otherwise specifically delegated in writing, on behalf of ourselves, Franchisee and/or any other franchisees utilizing our Marks, to negotiate and enter into agreements or approve forms of agreement to offer Services and provide Products to National Account, including any affiliate, company owned or franchised locations within the Territory;

c) Following the execution of a contract with or the acceptance of a bid by a National Account which contemplates the provision of Services or Products to one or more National Account locations within the Territory, we will, if Franchisee is qualified and not in default under any terms of this Agreement and any Schedules, provide Franchisee the option to perform Services and/or offer such Products pursuant to the terms and conditions of the National Account contract or on such terms and conditions as we in our sole discretion determine;

d) If Franchisee or its PC (if applicable) elects not to perform Services or provide Products to a National Account in conformity with the terms and conditions of the National Account bid or contract, or fails to make an election within the time specified by us, of being offered the opportunity by us, we shall have the right, exercisable in our sole discretion, to:

i. Provide directly or through any other affiliate or franchisee utilizing our Marks, the Services and/or Products to a National Account location(s) within the Territory on the terms and conditions contained in the National Account bid or contract; and/or

ii. Contract with another party to provide such Services or Products to the National Account within the Territory on the terms and conditions contained in the National Account bid or contract between us and the National Account, utilizing our Marks or any trademarks, service marks or trade names.

e) Neither the direct provision by us (or a franchisee, affiliate or agent of ours) of Services or Products to National Accounts as authorized in (i) above, nor if we contract with another party to provide such Services and/or Products as authorized in (ii) above, shall constitute a violation of Section VI of this Agreement relating to the protected status of the Territory, even if such Services are performed or Products are offered or delivered within the Territory. Franchisee and Franchisee will ensure its PC (if applicable) disclaims any compensation for Services performed or Products sold by others in the Territory pursuant to this section.

Franchisee's rights in the Territory are exactly (and only) as expressly set forth in this Section VI. Except as expressly provided in this Agreement, Franchisee or its PC (if applicable) has no right to exclude, control or impose conditions on any specific locations, operation, or otherwise of present or future The IV Hub™ Wellness (or any other brand) units or distribution channels of any type, franchised or company-owned, regardless of their location or proximity to the Business and whether or not they provide Services or Products within the Territory. Franchisee or its PC does not have any rights with respect to other and/or related businesses, Services, Products and/or equipment (if we develop equipment in the future), in which we or any of our related persons or entities may be involved, now or in the future.

We rights not expressly granted to Franchisee are reserved to us. Such rights reserved to us include but are not limited to the following:

1) Own and/or operate ourselves, and/or authorize others to own and/or operate:

a) Any kind of business in the Territory, business which is not substantially similar to a The IV Hub™ Wellness business, whether or not using the Marks and System and on any terms and conditions we deem appropriate; and

b) Any kind of business outside of the Territory, including, without limitation, The IV Hub™ Wellness businesses, whether or not using the Marks and System and on any terms and conditions we deem appropriate;

2) Develop, manufacture, distribute and sell The IV Hub™ Wellness labeled and branded (or any other brand) products or equipment, (whether or not competitive) to anyone located anywhere (including within the Territory) using any channel of distribution (including, but not limited to, medical supply stores, retail stores,

discount clubs, medical offices or other similar venues and other channels of distribution such as television, mail, catalog sales or over the Internet) other than Franchisee's Business and on any terms and conditions we deem appropriate;

3) Develop or become associated with other concepts (including dual branding and/or other franchise systems), whether or not using The IV Hub$^{TM}$ Wellness System and/or the Marks, and award franchises under such other concepts for businesses located and/or operating anywhere.

4) Acquire, be acquired by, sell our assets, sell our stock, membership units, or partnership units to, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), located anywhere. Such transactions may include (but are not limited to) arrangements involving competing businesses and brand conversions (to or from The IV Hub$^{TM}$ Wellness Marks and System). Franchisee agrees to participate at Franchisee's expense in any such conversion as instructed by us. However, if we acquire or merge with a business within Franchisee's Territory that is similar to a The IV Hub$^{TM}$ Wellness business, we will make commercially reasonable efforts to maintain the protected status of Franchisee's Territory;

5) We may choose in our Business Judgment (as defined in Section XXI of this Agreement) to advertise, promote, offer and sell Services, Products or equipment (if we choose to sell equipment in the future) through the Internet and other similar venues to promote the System. The Internet is a channel of distribution we reserve to ourselves exclusively, and Franchisee nor its PC (if applicable) may not independently market on the Internet or conduct e-commerce without our prior written consent.

6) Acquire any Websites utilizing a domain name incorporating our Marks and one or more of the words: affordable, attentive, care, clinic, direct, discrimination, diverse, family, free, gay, health, judge, lesbian, maximum, medical, primary, quality, transexual, treatment, trusted or visit. The term "Website" includes: Internet as well as other electronic sites (such as business citations, Google and Bing business listings, social networking sites including, but not limited to, Facebook, X (formerly called Twitter), LinkedIn, Instagram, Pinterest, Yelp, and blogs). Currently, Franchisee is authorized to participate on Instagram, Facebook and Tik Tok. Other than Instagram, Facebook and Tik Tok Franchisee shall not establish a Website on the Internet using any domain name containing the words listed above or any variation thereof. Franchisee acknowledges that we have all right, title and interest in and to such domain names, as we shall designate in the Operations Manual. Franchisee must comply and ensure its PC complies with our requirements regarding discussing, advertising or disseminating any information, or otherwise having a presence on a Website, regarding the Business. If we approve a separate Website (which we are not obligated to do), then each of the following provisions will apply: (i) Franchisee may neither establish nor use any Website without our prior written approval; (ii) before establishing any Website, Franchisee must submit to us, for our prior written approval, a sample of the proposed Website, including

its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta-tags), in the form and manner we may require; and all such work must be performed by us, our affiliates or approved vendors; (iii) Franchisee must not use or modify a Website without our prior written approval; (iv) Franchisee must comply with the standards and specifications for Websites that we may periodically prescribe in the Operations Manual or otherwise in writing; and (v) if we require, Franchisee must establish hyperlinks to our website and other Websites; and (vi) neither Franchisee its PC nor any of its respective employees shall post any information regarding us, our members, managers, officers, or employees, or the System, on any Website or any internet site, without our prior written approval, nor any disparaging statement either during or after termination or expiration of the Agreement. Further, Franchisee shall monitor its employees and its PC to prevent them from making any such postings. We retain the right to pre-approve Franchisee's use of linking and framing between the Franchisee's web page and all other Websites. The Franchisee shall within five (5) days, dismantle any blogs, frames and links between the Franchisee's web pages and any other Websites and cause any advertisements to be removed, if and as requested by us.

We may provide Franchisee, subject to certain terms and conditions, with options, rights of first refusal or similar rights to acquire additional franchises in other areas or areas contiguous to the Territory. Franchisee's Territory may be altered during the initial term, but only by: (i) mutual consent in writing from both Franchisee and us; (ii) at the time of transfer or renewal as a condition to transfer or renewal; or (iii) for any default of this Agreement which triggers our ability to terminate as described above.

## VII. TERM AND RENEWAL OF AGREEMENT

### A. Term

The franchise herein granted for a The IV Hub™ Wellness Franchise, shall commence on the date of execution and acceptance of this Agreement by both Parties (the "Effective Date") and continues until the end of five (5) years from the date that the Clinic is physically opened for operation ("Opening Date"). The initial term and Opening Date shall be defined in Schedule 1 of the Franchise Agreement. The term is subject to earlier termination as herein provided.

### B. Renewal

Franchisee shall have the option to renew this Agreement for up one (1) additional term of five (5) years each, provided we are still offering franchises at that time, and further subject to the following conditions, all of which must be met prior to renewal:

1. Franchisee shall give us written notice of its election to renew not more than twelve (12) months and not less than six (6) months prior to the end of the then current term. We will respond to Franchisee's written notice to renew no later than thirty (30) days after receipt of such notice by email or any other form of written communication;

2. Franchisee must pay a renewal fee of $5,000;

3. Franchisee must not currently be in default under any provision of the Agreement, any amendment hereof or successor hereto, or any other agreement between us and Franchisee, and Franchisee shall have complied with all the terms and conditions of all such agreements during the terms thereof;

4. Franchisee's right to renew is contingent on satisfactory performance of and full compliance with this Agreement and any renewal agreement. We may refuse to renew or extend the Franchised Business if: (a) Franchisee has failed to use its best efforts to operate the Franchised Business to our satisfaction, as determined by us at our sole discretion; (b) the Franchise is terminable by law, regulation, or under this Agreement; (c) Franchisee fails to give timely written or email notice of its exercise of its renewal option; (d) we are withdrawing from franchising in the geographic market Franchisee serves; (e) Franchisee fails to satisfy our then-current standards for new franchisees; or (f) Franchisee has been in default of this Agreement more than three (3) times during the entire five (5) year term of this Agreement.

5. Franchisee shall have satisfied all monetary obligations owed by Franchisee to us and our affiliates, if any, and shall have timely met these obligations throughout the previous term;

6. Franchisee shall execute, before the renewal term, our then-current form of Agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement. We will not charge Franchisee any type of renewal fee, which renewal may include a higher royalty rate, a smaller Territory or for the for the same protected area as outlined in Section VI, or Territory, above;

7. Franchisee shall comply with our then-current qualification requirements;

8. Franchisee must execute a general release, in a form prescribed by us as described in Section XXII.B of this Agreement, of any and all claims against us and our affiliates, and their respective officers, directors, agents and employees, if such release is not in conflict with any local, state or federal laws; and

9. Franchisee shall, at its own expense, upgrade, remodel and/or refurbish the Clinic (both inside and outside) in order to meet our then-current standards. All signage, equipment, furnishings, fixtures and technology items (computers, printers, modems, routers, phone system, etc.) located at the Clinic must be updated to meet our then-current requirements. All remodeling, modernization, redecoration, or replacements will be completed at Franchisee's expense in accordance with our specific standards and specifications.

## VIII. FRANCHISEE'S INITIAL INVESTMENT

The Franchisee's initial investment will vary depending upon: if Franchisee needs to partner with a Qualified Healthcare Professional or PC to operate the Business; the size of the facility, if Franchisee operates this Business within a mixed-use property or office complex, if Franchisee secure a second-generation space, amount of leasehold improvements needed, time of year when Franchisee starts business, amount of equipment, products and supplies Franchisee purchases; number of employees Franchisee hires, implementation of a marketing plan, Franchisee's management skills, economic conditions, competition in the surrounding area and other factors.

Franchisee hereby certifies that he or she has reviewed the estimated initial investment and start-up costs as detailed in the Franchise Disclosure Document and has sufficient cash resources available to meet said expenses. These start-up costs include the Initial Franchise Fee.

## IX. FRANCHISEE'S INITIAL FRANCHISE FEE / TIMING FOR STARTING BUSINESS

A. Initial Franchise Fee

By executing this Franchise Agreement, the applicant agrees to become a Franchisee and pay an Initial Franchise Fee in the amount of fifty thousand dollars ($50,000) for a The IV Hub™ Wellness. This Initial Franchise Fee includes the right to manage and operate a single The IV Hub™ Wellness Business in a Territory that is up to three (3) miles driven in any direction from the Business determined by boundaries as described in Section VI of this Agreement. The Initial Franchise Fee includes an affiliate web page housed within our national website that will include online appointment scheduling functionality and may include access to our intranet system, access to a self-study program (and related materials) to be completed prior to attending our initial training program, a six (6) day initial training program held at corporate headquarters, our proprietary operations manuals and up to three (3) days of onsite assistance and guidance at Franchisee's location for either pre-opening or grand opening assistance.

The Initial Franchise Fee per this Agreement is due upon execution of this Franchise Agreement. Except as indicated in this Agreement, the Initial Franchise Fee is uniform as to all persons currently acquiring a Franchise and is non-refundable. The Initial Franchise Fee shall be paid in a lump sum in United States funds and shall be deemed fully earned upon the opening of the Business for the deliverables as described above in Section IX.A.

B. Time Limit for Starting Business

The Franchisee shall maintain the Clinic in accordance with the provisions and requirements of Section XII hereof must secure a lease that has been approved by us (as described in Section XII.S) within ninety (90) days of the execution of this Franchise Agreement and/or open the Business for operation (the "Opening") within one hundred and eighty (180) days of the date of execution of this Agreement. This includes securing a lease that has been approved by us (as described in Section XII.S). Prior to the opening, it is Franchisee's responsibility to obtain and ensure its PC obtain (if applicable) all necessary business licenses, permits and certifications needed to perform the Services as described in Section XII.C of this Agreement. We may, in our discretion, grant Franchisee one sixty-day (60) extension past the allotted time within which to secure a lease and/or open the Business for operation.

Upon Franchisee's failure to (i) agree on a Territory and/or acquire a lease within ninety (90) days from the Effective Date; and/or (ii) timely satisfy the Opening requirement within one hundred eighty (180) days from the Effective Date; then we may, at our sole discretion, terminate the Franchise and this Agreement and retain all fees paid by Franchisee, without breach of this Agreement by us as specified in Section XXIII.C.

During the term of this Agreement, the Accepted Location shall be used exclusively for the purpose of operating a franchised The IV Hub™ Wellness business. In the event the Clinic shall be damaged or destroyed by fire or other casualty, or be required to be repaired, Franchisee shall commence the required repair of the Clinic within thirty (30) days from the date of such casualty or notice of such governmental requirement (or such lesser period as shall be designated by such governmental requirement), and shall complete all required repairs as soon as possible thereafter, in continuity, but in no event later than ninety (90) days from the date of such casualty or requirement of such governmental notice. The minimum acceptable appearance for the restored Clinic will be that which existed just prior to the casualty; however, every effort should be made to have the restored Clinic include the then-current image, design and specifications of a The IV Hub™ Wellness business.

As between us and the Franchisee, the Franchisee shall bear the entire risk of any damage, loss, theft or destruction to the Clinic from any cause whatsoever or requisition of the Clinic by any governmental entity or the taking of title to the Clinic by eminent domain or otherwise (collectively, "Loss"). The Franchisee shall advise us in writing within ten (10) days of any such Loss. No such Loss shall relieve the Franchisee of the obligation to pay Royalty Fees and all other amounts owed hereunder. In the event of any such Loss, we, at our option, may: (a) if the Loss has not materially impaired the Clinic (in our reasonable Business Judgment), require that the Franchisee, upon our demand, place the Clinic in good condition and repair reasonably satisfactory to us as mentioned above; or (b) if the Loss has materially impaired the Clinic and is substantially destroyed (in our sole judgment), we may require the Franchisee to repair the existing Clinic or find an alternative location within the Territory within thirty (30) days. We may extend this period an additional thirty (30) days at our discretion and failure of Franchisee to comply may result in termination of this Agreement. We may choose at our option if the Loss materially impairs the Franchised Clinic, to relieve the Franchisee of all obligations under this Agreement, and the Franchisee must return to us the System (including all materials) and we have the first right of refusal to purchase all Assets (as described in Section XXIV.G), but any such purchase price will be reduced to account for the Loss the Franchisee incurred.

It is understood and agreed that, except as expressly provided herein or any other agreement that is executed, this Agreement includes no right of Franchisee to sub-franchise.

C. Cooperation Required

Franchisee shall cooperate reasonably with us to ensure that the various actions occur, which is necessary to obtain acceptance by us of the Business location. In particular, Franchisee shall furnish any pertinent information as may be reasonably requested by us regarding Franchisee's Business and finances.

D. Establishing Additional Franchise Businesses

If Franchisee desires to establish and operate additional The IV Hub™ Wellness businesses, we may in our sole discretion, grant Franchisee the right to manage and operate a second (2nd) Business (and any additional Businesses thereafter) for a reduced Franchise Fee of thirty-five thousand dollars ($35,000) each subject to the payment of an option fee discussed elsewhere in this Agreement. Franchisee must meet minimum conditions: (a) Franchisee must satisfy our then-current qualifications and training requirements; (b) Franchisee must execute our then-current franchise agreement; and (c) the Franchisee must not be in default of any of the terms of this Agreement plus any other requirements to purchase an additional franchise.

## X. OTHER FEES

A. Royalty Fees

In addition to the Initial Franchise Fee described in Section IX above, the following recurring or isolated payments are required to be made by the Franchisee. The Franchisee pays to us a "Royalty Fee" of six percent (6%) of total Gross Revenue for each calendar month (for the previous month) and is to be received as we specify in writing. The Royalty Fee is due on the fifth (5th) day of each month (for the prior month) and begins immediately once the Business is open for operation, then continues for the term of this Agreement. The Business is deemed open for operation once Franchisee or its PC either start collecting package fees, any fees for Services, selling Products or when the facility is physically open for operation (whichever comes first). The Royalty Fee is uniform as to all persons currently acquiring a The IV Hub™ Wellness Franchise and is nonrefundable. If the Franchise Agreement is terminated, Franchisee may be required to continue such royalty payments as described in Section XXIV.H.

As used in this Agreement, "Gross Revenue" shall include all revenue accrued from the performance of Services and sale of Products in, at, upon, about, through or from the Business, whether for cash or credit and regardless of collection in the case of credit, and income of every kind and nature related to the Business. This includes any type of package and/or any type of pre-payment fees that Franchisee collects for services to be performed in the future. Gross Revenue also includes the fair market value for any service or product Franchisee and its PC (if applicable) receives in barter or exchange for its Services or Products it receives; and the retail value of any donated and/or complementary (free) Services (including any type of package or fees collected for future services) or Products given or provided to clients and all insurance proceeds that Franchisee or its PC receive for the loss of the Business due to a casualty to or similar event at the Business. The performance of Services and sale of Products away from the Accepted Location (such as at off-site events) is also included in computing Gross Revenue. If Franchisee is in a state that requires a PC (Franchisee's state prohibits Franchisee from both managing and operating the Business) and in the event Franchisee's PC fails to pay Franchisee any revenues that it is obligated to pay Franchisee under a management agreement, such amount (whether paid or not to Franchisee) is included in the calculation of Gross Revenues. However, Gross Revenue shall not include: (i) revenues from any sales taxes or other add on taxes collected by Franchisee and its PC for transmittal to the appropriate taxing authority; (ii) gratuities paid by clients to employees of the Business; (iii) the amount of refunds Franchisee and its PC in good faith gives to clients and refunds of previous payments Franchisee made; (iv) the retail value of any donated and complimentary (free) Services and/or Products offered to clients or employees up to a maximum of half percent ($^1/_2$ %) of Gross Revenues for the Business; and (v) gift card sales that is made from the Business (to the extent such revenue is recognized at the time of redemption). For clarity, in no event may Franchisee exclude or deduct from Franchisee's or its PC's Gross Revenues, whichever is the higher, more than the half percent ($^1/_2$ %) under circumstances as described above. We have the right to change, modify or discontinue Franchisee's ability to exclude donated and complimentary Services and/or Products, from Franchisee's Gross Revenue calculation for any reason whatsoever upon ninety (90) days' written notice to Franchisee.

Any payment or report not actually received by us on or before the specified date shall be deemed overdue. If any payment is overdue, in addition to the right to exercise all rights and remedies available to us under this Agreement, Franchisee shall pay us a fee of twenty-five dollars ($25), in addition to the overdue amount, interest on such amount from the date it was due until paid at the rate of one and one half percent (1.5%) per month or the maximum rate allowed by the laws of the State in which Franchisee's Business is located or any successor or substitute law (referred to as the "Default Rate"), until paid in full.

B. System Brand Fee

Franchisee will pay a System Brand Fee equal to one percent (1%) of Gross Revenues per calendar month to be paid in the same manner as the royalty obligation that begins immediately once the Business is deemed open for operation (as defined in Section X.A) and continues for the term of the Agreement. The System Brand Fee can be increased by us and such increase will not exceed three percent (3%) of Franchisee's Gross Revenues per month in any calendar year. For clarity, we will not increase the System Brand Fee more than one percent (1%) of Franchisee's Gross Revenue per calendar year. If we increase the System Brand Fee, Franchisee will be given ninety (90) days' notice prior to such increase.

The System Brand Fee is to be received by us on or before the fifth (5th) day of each month for the prior month. This fee will be deposited into our System Brand Account (the "Fund" or "System Brand Fund") for ongoing technology, new equipment and product development, and such national advertising or public relations programs (including media production costs) as we, in our sole discretion, may deem appropriate to promote the mark The IV Hub™ Wellness. The Fund may also be used for local franchisee group advertising or marketing and Franchisee advisory council expenses; local, regional, national or international advertising or marketing; administration of advertising and marketing (including salaries, accounting, collection, legal and other costs), related expenses and any media or agency costs. We will direct all such programs, and will have sole discretion over the creative concepts, materials, endorsements and media used in such programs, and the placement or allocation of such programs. We reserve the right to determine in our sole discretion the composition of all geographic territories and market areas for the implementation and development of such programs. The IV Hub™ Wellness businesses owned or operated by us will contribute on the same basis to the Fund.

We may disclose the identity of vendors who pay promotional allowances to us upon request and only after Franchisee's and its PC's (if applicable) signing an appropriate non-disclosure agreement. If we require Franchisee and its PC (if applicable) to buy items from a vendor who pays these allowances, we may do one of the following: (i) place all or some of the allowances in the Fund or (ii) spend them directly on related advertising. This does not apply to fees we receive from purchases that are not required to be made by Franchisee or its PC from a specified source unless prohibited by law. We are not obligated to spend more on advertising and marketing than the amount of the Fund. Any unspent balance in the Fund at the end of the year may be carried over to later years and used for the purposes described in this Agreement. Neither we nor any of our owners, managers, officers or employees has any fiduciary duty to Franchisee regarding any System Brand Account.

Franchisee's failure to pay required advertising contributions is a material breach of this Agreement, subjecting Franchisee to all remedies at law and as set forth in this Agreement. We may delete Franchisee from advertising or marketing materials without notice if Franchisee fails to timely remit its System Brand Fee.

C. Local Advertising Fee

Franchisee must spend a minimum of one thousand eight hundred dollars ($1,800) per calendar quarter on local advertising and promotion, in addition to payment of the System Brand Fee required above. This local advertising requirement starts immediately once the Franchisee's Business is deemed open for operation (as defined in Section X.A). We shall have the right to approve or disapprove any advertising proposed for use by Franchisee. Franchisee will spend at least five thousand dollars ($5,000) on "grand opening" marketing and promotion within two (2) months (one month prior to the Business being open for operation and the first month the Business is open for operation); therefore, the Local Advertising Requirement for Franchisee's first quarter will be credited with the amount spent for grand opening during the first quarter Franchisee's Business was open for operation. Franchisee may choose to advertise the Business any way it chooses so long as such advertisements and marketing materials are approved by us (as described in Section XII.L) and are in the format as specified in our operations manual.

D. Electronic Funds Transfer

We reserve the right to require Franchisee to remit fees and other amounts due to us hereunder via electronic funds transfer or other similar means utilizing our approved computer system or otherwise. If we notify Franchisee to use such payment method, Franchisee agrees to comply with procedures specified by us and/or perform such acts and deliver and execute such documents including authorization, the attached Schedule 2 "Electronic Funds Transfer Authorization Agreement" for direct debits from Franchisee's business bank operating account, as may be necessary to assist in or accomplish payment by such method. Under this procedure Franchisee shall authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us and any interest and related processing fees charged due thereon. Franchisee shall make funds available to us for withdrawal by electronic transfer no later than the due date for these payments. If Franchisee has not timely paid its Royalties and System Brand Fee obligations, then we shall be authorized to, at our option, debit Franchisee's account for Royalties and System Brand Fees due in an amount equal to (a) the fees transferred from Franchisee's account for the last reporting period for which a report of the Business's Gross Revenue was provided to us as required hereunder; or (b) the amount due based on information retrieved from our approved computer system (whichever is greater).

E. Software Fees and Ongoing Support

Franchisee is required to use and must ensure its PC uses (if applicable) approved third-party electronic health record and practice management software for the operation of the Business. This software is HIPAA compliant and meets minimum state requirements, manages all client care records (including notes), sends forms to clients, sends appointment reminders, incorporates telehealth functionality and generates reports. The electronic health records and practice management software provides a comprehensive business management platform. The fee for the ongoing usage and support of the electronic health record and practice management software is currently seventy-five dollars to one hundred and twenty-five dollars ($75-$125) per month regardless of number of Qualified Healthcare Professionals and is payable to us or our approved vendors.

Franchisee is also required to use and/or ensure its PC uses (if applicable) an approved virtual nurse practitioner software for the operation of the Business. This software is HIPAA compliant and specific to the healthcare industry that provides virtual nurse practitioner good faith exams prior to any Services being performed. The fee for the usage and ongoing support for this nurse practitioner software is currently twenty-seven dollars ($27) per client per year for IV treatments and thirty-seven dollars ($37) per client per year for weight loss treatments and is payable to us, our affiliates or approved vendors.

It is Franchisee's responsibility to install, maintain and upgrade any hardware and networking functionality necessary to operate the software at its own expense. The use of the electronic health record and practice management software and scheduling software, as described above, may require Franchisee to sign a third-party license agreement. Franchisee and its PC (if applicable) will have sole authority and control over the use of such software, day-to-day operations of the Business and its respective employees. At no time will Franchisee's or its PC's employees be deemed to be employees of ours and Franchisee shall comply with any directives issued by Franchisor to avoid any such joint employer designation. Franchisee acknowledges that software fees may be changed in response to any increase in the United States Consumer Price Index; if we or our vendors make more functionality and/or features available; or if we or our vendors believe that conditions in the overall economy or in the market for such software functionality warrant any change in fees. We, at our sole discretion, may change such software requirements (including fees, programs, codes and/or vendors) at any time and will provide Franchisee with ninety (90) days' written notice to implement such changes. Franchisee acknowledges that Franchisee must comply with such changes in software requirements at its own expense. If Franchisee fails to use or fails to ensure its PC uses (if applicable) the electronic health record and practice management software and nurse practitioner software and/or fails to comply with the software fee requirements as stated above, such failure will be deemed a material breach of this Agreement as described in Section XXIII.C of this Agreement.

F. Music Subscription Fee

Franchisee is required to purchase a commercial free music subscription from our approved vendors for the operation of its Business. Such music subscription allows Franchisee the ability to have streaming commercial and royalty free music in the Clinic. Music subscription fees range from ten dollars to twenty dollars ($10-$20) per month and is payable to our approved vendors. Music subscription fees are non-refundable. It is Franchisee's responsibility to install and upgrade any equipment and software required for such music subscriptions for its Business. We, at our sole discretion, may change such music subscription requirements at any time and will provide Franchisee with ninety (90) days' written notice to implement such changes, however Franchisee recognizes that we have no control if our approved vendors increase the monthly and annual subscription fees as outlined above. Franchisee acknowledges that Franchisee must comply with such changes in music subscription requirements at its own expense. If Franchisee fails to comply with our music subscription requirements within the timeframe stated above, such failure may be deemed a material breach of this Agreement subjecting Franchisee to all remedies at law and as set forth in this Agreement .

G. Web Page Edits, Updates, Changes, Maintenance and Promotion Fee

We, our affiliates and/or approved vendors will perform all web page edits, changes, updates, content revision and perform all website promotions over the Internet for Franchisee. Franchisee will pay a rate of sixty-five to one hundred twenty-five dollars ($65-$125) per hour (or current fair market rates) to us, our affiliates or approved vendors for such services. Any requests for changes, edits or updates to Franchisee's web page or any type of website promotion over the Internet must be approved by us in writing and the work is to be performed by either us, our affiliates or approved vendors. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request by email or any other form of written communication. We may change such web page maintenance, update and promotion requirements, at our sole discretion, and Franchisee shall have ninety (90) days after receipt of our written notice within which to adhere to the new web page maintenance, update and promotion requirements at Franchisee's expense, without any liability to us. If Franchisee fails to comply with our new web page edit, update, changes, maintenance and promotion requirements within the timeframe mentioned above, such failure may be deemed a material breach of this Agreement subjecting Franchisee to all remedies at law and as set forth in this Agreement.

H. Product, Vendor and Equipment Assessment Fee

Franchisee will pay a fee for our evaluation of any product, vendor and/or supplier or equipment (to the extent not then on our list of approved equipment, products, vendors and suppliers), that Franchisee wishes to use or sell in the operation of the Business which may also require third party testing. The assessment fee is one hundred dollars ($100) for a single product and/or vendor or supplier that Franchisee or its PC (if applicable) wishes to offer, use and/or substitute in its Business. The fee for any type of equipment testing is a minimum of three hundred dollars ($300) per piece or the actual cost incurred by us. We may waive these fees if the products, vendors, suppliers and/or pieces of equipment that the Franchisee selects meet our requirements and make it on our approved list of products, vendors or suppliers and equipment for all franchise locations.

Franchisee and its PC (if applicable) must obtain our written approval for such products, vendors or suppliers and any type of equipment Franchisee wishes to offer or use in its Business (as described in Section XII.I of this Agreement). We will have thirty (30) days following the receipt of Franchisee's written request to approve or disapprove proposed products, vendors, suppliers, and equipment. Such approval or disapproval shall be made by email or any other form of written communication. Franchisee also acknowledges that the cost for third party testing is Franchisee's responsibility.

## XI. FINANCING ARRANGEMENTS

Franchisee hereby acknowledges that financing is the responsibility of the Franchisee. We do not finance or guarantee the obligations of the Franchisee for a The IV Hub™ Wellness Business. The Initial Franchise Fee is due and payable upon execution of this Agreement and as set forth in Section IX.A of this Agreement.

## XII. GENERAL OBLIGATIONS OF FRANCHISEE

### A. Follow Operations Manual and Directives of Franchisor

Franchisee agrees that use of our System, Operations Manual (the "Operations Manual" or "Manual"), adherence to our administrative and level of service standards, comply with our standardized design and specifications for décor, signage and Clinic appearance specifications all of which are essential to our image and goodwill thereof. The Manual contains mandatory and suggested specifications for the Business, standards and operating procedures and further define Franchisee's obligations under this Agreement. We may change or add to the Manual to reflect changes in our image, specifications and administrative standards and will lend Franchisee copies of any changes or additions. Franchisee shall cooperate and assist us (and ensure its PC does the same) with any consumer or marketing research program that we may institute from time to time. Franchisee's and its PC's (if applicable) cooperation and assistance shall include, but not be limited to, test marketing new Services, Products and equipment, purchasing a reasonable quantity of products or equipment to be tested, providing communication with us regarding such testing programs, the distribution, display and collection of client surveys, comment cards, questionnaires, evaluations and similar items. Nothing in the Operations Manual or our System shall be construed to interfere with Franchisee's, its Qualified Healthcare Professional's and/or its PC's (if applicable) independent medical judgment.

### B. Develop and Manage Franchised Business Only

It is expected that Franchisee develop and manage the Business and if Franchisee is in a state that prohibits Franchisee from both managing and operating the Business then to do so in conjunction with its PC. Franchisee shall use the System and the Names and Marks provided to Franchisee by us only for the management of the Clinic and shall not use them in connection with any other line of business or any other activity. Neither Franchisee, or its PC, nor any of its respective employees, may conduct any business at the Clinic other than that authorized pursuant to this Agreement, without our prior written approval. Neither Franchisee, or its PC, nor any of its respective employees, may conduct any activity at the Clinic or in connection therewith which is illegal or which could result in damage to our Names and/or Marks or our reputation and goodwill.

Franchisee will not allow the Franchised Business to be used for any immoral, unethical, unauthorized or illegal purpose.

C. Comply with Laws

Franchisee warrants and represents that the Business will be operated by one or more licensed Qualified Healthcare Professionals who will provide medical care services in the state in which the Franchise Business is located. Franchisee must either be a licensed Qualified Healthcare Professional or must partner with (or hire) someone who is a Qualified Healthcare Professional to perform Services and supervise all healthcare professionals. If Franchisee is in a state that prohibits Franchisee from both managing and operating the Business, we expect that such Qualified Healthcare Professional(s) will form a PC to own and operate the Franchise Business (as described in Section I of this Agreement). If permitted by state and local law, the PC may be the same entity as Franchisee's entity or have the same owners and effective ownership percentages as the Business. Franchisee must also ensure that its relationship with its PC for which Franchisee manages the Business complies with all laws and regulations; and that Franchisee's PC complies with all laws and regulations and secures and maintains in force all required licenses, permits and certifications relating to the operation of the Business. Each state has its own laws and regulations governing the management and operation of a medical care service business and Franchisee is responsible for ensuring it complies with such laws and regulation. Some states may classify IV hydration therapies, vitamin injectables and medical weight loss treatments under corporate practice of medicine ("CPOM") laws which means Franchisee's state may restrict a non-licensed individual or company from employing a licensed healthcare professional which would impact how Franchisee structures, manages and operates its Business (such as the PC requirement described above). The laws and regulations generally include requirements for Qualified Healthcare Professionals to hold required state licenses and registrations to work as physicians, physician assistants, nurse practitioners, registered nurses, aestheticians or medical assistants in the state where the Business is located and hold required certifications by or registrations in any applicable professional association or registry. Failure to adhere to Franchisee's state's CPOM laws will result in immediate termination of this Agreement as set forth in Section XXIII.C.

Franchisee must not employ any person in a position that requires a license or certification unless that person is currently licensed or certified by Franchisee's state and all applicable authorities and a copy of such license or certification is in Franchisee's business files. Franchisee must also not engage in the practice of medicine or any type of profession that requires specialized training or certification unless such training or certification has been obtained and is authorized by us. Failure of Franchisee and its PC (if Franchisee forms a PC because Franchisee is in a state that prohibits Franchisee from both managing and operating the Business) to maintain, including any lapse, alteration, cancellation or termination of any type of license, permit or certification related to Franchisee, its PC or its management or operation of the Business; if any type of license, permit or certification is revoked, suspended or restricted; and/or if any action is instituted by any governmental board or agency regarding Franchisee, its PC or its Business all of which require immediate notice to us and shall, in our sole discretion, be deemed an immediate material breach of this Agreement as set forth in Section XXIII.C.

Due to various federal and state laws regarding the practice of medicine, and the ownership and operation of medical practices and health care businesses that provide medical care services, if Franchisee is not a Qualified Healthcare Professional it is critical that Franchisee does not engage in practices that are, or appear to be, the practice of medicine. If Franchisee is not a Qualified Healthcare Professional, Franchisee is prohibited from offering, performing or selling any type of service or product that requires medical assistance. Franchisee shall not make any claim or representation that services or products associated with The IV Hub™ Wellness, the Business or the System are intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease and/or that any such products or services are intended to affect the structure or any function of the human body. Further, Franchisee is not authorized to make any performance claims or guarantees to its clients regarding specific results. Franchisee's Business must offer only intravenous hydration therapy and medical weight loss services and products in accordance with our System. Other than what is stated above, currently there are no regulations specific to the operation of an The IV Hub™ Wellness Business. However, in Franchisee's state, province or county, there may be local codes, ordinances, statutes or laws which license or regulate intravenous hydration therapy and medical weight loss facilities such as the one being offered in this Agreement and such regulations could affect the operations of the Business. Besides CPOM laws other regulations and laws may include (i) laws pertaining to the practice of medicine and/or nursing; (ii) privacy and safety laws such as Health Insurance portability and Accountability Act ("HIPAA") and Occupational Safety and Health Administration ("OSHA"); (iii) telemedicine laws and regulations; (iv) state individual and facility licensing requirements; and (v) patient inducement laws. These laws vary from place to place and can change over time. In addition Franchisee must be or become familiar with state and federal fraud and abuse statutes, as well as limitations established by the federal physician self-referral law (the "Stark Law") and any other laws regarding "self-referrals," patient brokering and anti-kickback prohibitions, among others, in its state. Franchisee must know and comply with all such laws, regulations and registration requirements in its state and locality and must ensure that its PC, Qualified Healthcare Professionals and all its employees who work in the Business comply with any such laws and regulations.

Franchisee must also comply with all consumer protection laws and regulations, including compliance with federal and/or state solicitation, telemarketing (for example, the "do not call" registry), email solicitation, privacy and consumer credit and collection laws are generally applicable to all businesses that sell directly to the end-user. Such laws include but are not limited to: wage and hour laws, child labor laws, Workers' Compensation and unemployment laws, laws relating to non-discrimination in hiring and accessibility and the Americans with Disabilities Act ("ADA"), zoning laws, transportation laws, fire codes and building construction, health and safety ordinances, Equal Employment Opportunity Commission ("EEOC"), Federal Trade Commission ("FTC"), pricing laws, employment laws and other laws and regulations that may be required for full and proper operation of the Business franchised under this Agreement in Franchisee's state of operation. In addition, with respect to credit card transactions, client and/or account information obtained through credit card usage, Franchisee agrees to diligently comply with all laws and rules regarding such usage and Franchisee will protect the privacy of credit card users and must be at all times compliant with the payment card industry data security standards ("PCI Compliant"). Copies of all subsequent inspection reports, with regards to the conduct of the Business which indicates the Franchisee's failure to meet or maintain governmental standards, or less than substantial compliance by the Franchisee with any applicable law, rule or regulation, shall be forwarded to us within five (5) days of the Franchisee's receipt thereof. Franchisee agrees to indemnify us under Section XVIII of this Agreement which includes any claims arising out of Franchisee's failure to perform Franchisee's obligations as described above.

It is Franchisee's sole responsibility and absolute obligation to research all applicable federal, state and local laws and regulations governing the operation of a The IV Hub™ Wellness Business. Our standards may exceed any and all of the requirements of any laws and regulations. We are not responsible for the practice of medicine in Franchisee's Business, which is solely the Franchisee's responsibility. To clarify, by us awarding Franchisee a Franchise Business, we are not engaging in the practice of medicine, nursing or any other profession that requires specialized training or certification, and Franchisee must not engage in any type of profession that required specialized training or certification unless such training or certification has been obtained and is authorized by us. The Franchise Agreement and management agreement with its PC (if applicable) will not interfere, affect or limit the independent exercise of professional judgment by Franchisee, its Qualified Healthcare Professional or its PC (if applicable) and its staff. We may provide assistance and guidance to Franchisee when obtaining permits, certifications and authorizations however it is Franchisee's sole responsibility to identify all licensing or registration requirements and obtain all permits, certifications and authorizations necessary for the management of the Business. Franchisee must know all such laws and regulations in its locality and must make sure that Franchisee and all of its employees comply with any such laws and regulations as well as obtain any licenses, certifications or permits required. Franchisee agrees to maintain and will ensure its PC maintains high standards of honesty, integrity, fair dealing and ethical conduct in all Business activities.

Franchisee shall agree to comply and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to antiterrorist activities, including without limitation the U.S. Patriot Act, Executive Order 13224 and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, Franchisee agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to the Franchised Business as may be required by law. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such laws, orders and/or regulations, and specifically acknowledge and agree that Franchisee's indemnification responsibilities as provided in Section XVIII pertain to Franchisee's obligations hereunder. Franchisee agrees to sign and deliver to us, along with a signed copy of this Agreement, the attached Schedule 3 "Executive Order 13224 and Related Certifications."

A The IV Hub™ Wellness business is designed, constructed and is to be operated in compliance with all local, state and federal laws, including (without limitation) the American with Disabilities Act ("ADA"). Even though we may have designed the Business space, Franchisee is responsible for compliance with all applicable federal, state and local laws and regulations concerning access by clients with disabilities. Any required modifications to the Business must first be approved by us and are Franchisee's sole responsibility and expense. Franchisee agrees to execute and deliver to us an ADA Certification in the form attached to this Agreement as Schedule 4 before Franchisee opens the Business and to confirm and certify that the Business and any proposed renovations comply with the ADA requirements.

D. Maintain Confidentiality of Proprietary Information

Neither Franchisee nor any of its Owners, Qualified Healthcare Professionals and Employees and/or its PC (if applicable) nor any of its owners, managers, partners, shareholders, officers, directors, agents, or employees, except as required in the performance of the duties contemplated by this Agreement, may disclose or use at any time, whether during the terms of this Agreement or thereafter, any confidential and proprietary information disclosed to or known by Franchisee or any such person as a result of this Agreement. Such information, includes, but shall not be limited to, confidential matters, trade secrets, our: Services, Products (including our privately labeled products which are products developed by a third-party vendor and carry our brand such as our weight loss spray) and proprietary bundles and packages; administrative strategies, methods, techniques and procedures; specifications for all equipment, products and supplies; purchasing strategies, inventory management systems, vendor and supplier relationships, cost and pricing strategies; procedures for cleanliness, service standards, safety, sanitation and quality control; strategies for site acquisition, build-out and design specifications with unique décor, color scheme and signage; guidelines for hiring, training and retaining Employees; guidelines for managing the relationship with its PC (if applicable); our website, intranet system, third- party software, Operations Manual, photographs, video presentations, forms, contracts, record keeping and reporting methods; proprietary client acquisition, onboarding, education and pre-screening programs; social media, advertising, marketing and promotional strategies and materials in addition to proprietary information conceived, originated, discovered, or developed by Franchisee, its Qualified Healthcare Professionals, its PC (if applicable) or by any employee of Franchisee or its PC which is not generally known in the trade or medical or healthcare industry including information relating to our Services, Products, discoveries, ideas, purchasing, operations, accounting, website development and design, promoting and marketing of our Services and Products (collectively referred to as "Confidential Information" and further defined in Section XVI.A of this Agreement).

Franchisee further acknowledges that the Confidential Information was unknown to Franchisee prior to negotiation for and execution of this Agreement and that the unique and novel combination of "know how" and methods developed by us and licensed to Franchisee for the operation of a The IV Hub™ Wellness Business are particular to the healthcare industry conducted by a The IV Hub™ Wellness Business. Franchisee agrees to take all steps necessary, at Franchisees expense, to protect against the disclosure and dissemination of the Confidential Information to any other person both during the term of this Agreement and subsequent to the termination or expiration of this Agreement without our prior written consent.

Franchisee further agrees that it will not contest in any litigation, arbitration, mediation or in any other matter our ownership rights to any or all of the above Confidential Information.

E. Maintain and Renovate the Clinic

Franchisee shall and ensure its PC (if applicable) at all times maintain the Clinic in a clean, orderly condition and in first class repair in accordance with all maintenance and operating standards set forth in the Manual. Franchisee shall make, at Franchisee's expense, all additions, repairs, replacements, improvements and alterations that may be determined by us to be necessary so that the facilities which are viewed by the public will conform to the uniform corporate image, as may be prescribed by us from time to time. Franchisee shall undertake and complete such additions, repairs, replacements, improvements and alterations within the time and under the terms and conditions that may be reasonably specified by us.

If at any time, in our sole and absolute discretion, the general state of repair, appearance or cleanliness of the Clinic or its equipment, furnishings or signage does not meet our standards, we have the right to notify Franchisee, specifying the action Franchisee must take to correct the deficiency. If Franchisee does not initiate action to correct such deficiencies within ten (10) days after Franchisee receives our notice, and then does not continue in good faith and with due diligence, a bona fide program to complete any required maintenance and refurbishing, we have the right, in addition to all other remedies, to enter the premises of the Business and do any required maintenance or refurbishing on Franchisee's behalf, and Franchisee agrees to reimburse us on demand for any expenses we incur.

Franchisee shall and ensure its PC (if applicable) maintain and refurbish the Clinic at its expense, to conform to our design, trade dress, color schemes and presentation of Marks consistent with our designated image, including, without limitation, remodeling, redecoration and modifications to existing improvements.

F. Maintain Competent Staff

We will make available to Franchisee and its Owners our Operations Manual and selected operational materials as we deem appropriate. Franchisee must either be a Qualified Healthcare Professional or must partner with (or hire) someone who is a lead Qualified Healthcare Professional to perform Services and supervise all healthcare professionals (as described in Section XII.C). If Franchisee is within a state that allows Franchisee to both manage and operate the Business, Franchisee can choose to have a lead Qualified Healthcare Professional to supervise all healthcare professionals. Franchisee's lead Qualified Healthcare Professional can be Franchisee or one of its Owners (if such person is a Qualified Healthcare Professional) or Franchisee can partner with or hire a Qualified Healthcare Professional so long as such person has experience in primary care medicine. If Franchisee is within a state that prohibits Franchisee from both managing and operating the Business then Franchisee will need to form a PC (as described in Section XXII.C) and such PC shall assign a lead Qualified Healthcare Professional to supervise all healthcare professionals.

Franchisee's Business must also staff a manager to have day-to-day supervision for the management of the Business (referred to as "Office Manager"). Franchisee's Business managed by an Office Manager who has successfully completed our mandatory training and meets our then-current standards. The lead Qualified Healthcare Professional and the Office Manager may, but need not, be the Franchisee or one of the Owners of the Business however, this does not relieve Franchisee of its responsibility. Franchisee's Office Manager must meet all of our standards and criteria for such positions as set forth in the Operations Manual. Franchisee's lead Qualified Healthcare Professional and its Office Manager must be readily and continuously available to us. Franchisee will keep us advised, in writing, of its lead Qualified Healthcare Professional and all management personnel involved in the Business. Upon termination of Franchisee's Office Manager, Franchisee must replace its Office Manager within sixty (60) days and train such replacements (who we may disapprove in our sole and absolute discretion) at its expense.

Replacement Office Managers may attend our training program for a fee and subject to space availability. Currently the fee is two hundred and fifty dollars ($250) per person per day as described in Section XX.A of this Agreement. Franchisee is responsible for all our travel expenses (travel, room, board and food expenses) if we train its Office Manager at Franchisee's location; and Franchisee is responsible for all travel expenses for its Office Manager if training is at our corporate headquarters. We have the right to require that Franchisee's lead Qualified Healthcare Professional and Office Manager be at the Business for any inspection we, our affiliates or third parties conduct.

Franchisee acknowledges that it is Franchisee's sole and absolute responsibility to hire and train all administrative employees ("Employees") according to our standards as outlined in the Operations Manual and Section XX.E of this Agreement. Franchisee acknowledges that it's lead Qualified Healthcare Professional and/or PC is responsible for training and supervising all healthcare professionals and ensuring that all such healthcare professionals keep in good standing at all times valid licenses and certifications as required by its state. If Franchisee is not a Qualified Healthcare Professional then Franchisee along with its Office Manager and Employees are prohibited from practicing medicine and providing any type of services that require certain certifications or licenses that have not been approved by us in writing. It is Franchisee's responsibility to ensure its lead Qualified Healthcare Professional and its PC (if applicable) obtain and maintain valid licenses and certifications as required by its state at all times (or any other certification or license as may be required by its state) and failure of Franchisee to ensure its lead Qualified Healthcare Professional and its PC (if applicable) to do so may be deemed an immediate material breach of this Agreement as set forth in Section XXIII.C. As Franchisee hires its Employees, Franchisee can negotiate any rate for such services that is consistent with applicable federal and state laws and regulations. Franchisee is solely responsible for its terms of employment, compensation and the proper training of its Employees in the operation of the Business. Franchisee, its lead Qualified Healthcare Professional and/or its PC (if applicable) is solely responsible for all employment decisions and functions, including hiring, firing, establishing wage and hour requirements, disciplining, supervising, promotions, demotions, and record keeping. Franchisee acknowledges that at no time will Franchisee or any of its Employees, any Qualified Healthcare Professional, its PC or any of its employees be deemed to be employed by us.

Franchisee must not use unethical tactics to recruit Employees. Franchisee shall properly hire Employees (subject to applicable employee protection laws) which will include carefully screening Employees by the use of background checks before employing them, to ascertain fitness for employment. Specifically, Franchisee must use its best efforts, including taking every action required by applicable laws related to criminal background checks of persons working in the Business, to ensure that no person is employed who has a record of theft, child molestation or abuse, immoral conduct, drug, alcohol or substance abuse; criminal behavior or any other pattern of conduct which might jeopardize the welfare of clients or reflect adversely on our reputation or the System. Franchisee will and ensure its PC (if applicable) indemnify us (as described in Section XVIII) for all claims arising out of or relating to Franchisee's Employees, PC's employees and Franchisee's and PC's hiring, firing and discipline decisions regarding its respective employees including payment of wages, overtime and any applicable benefits, as well as failure of Franchisee to utilize background checks on any potential employee.

Franchisee will keep us advised, in writing, of its Qualified Healthcare Professionals, and/or PC (if applicable) and all management personnel involved in the operation of the Business.

G. Open Business within Time Limit

Time is of the essence. Franchisee must secure a lease within ninety (90) days of the execution of this Franchise Agreement and open the Business for operation within one hundred eighty (180) days of the date of execution of this Franchise Agreement which includes having obtained our approval prior to opening, subject to Section IX.B of this Agreement. Prior to opening its Business for operation, Franchisee shall complete, to our satisfaction, all preparations of the Business, in accordance with specifications set forth in the Operations Manual and other written materials, and as required by local governmental agencies. This includes the acquisition of all equipment, furnishings, fixtures, signage, technology items and inventory of products and supplies; completion of our self-study program and our franchisee initial training program and provision to us of all required local information, artwork and photos for the completion of the Franchisee's web page.

H. Operate Business in Strict Conformity to Requirements

Franchisee shall develop and manage the Business in strict conformity with our administrative standards as we may from time to time prescribe in the Operations Manual, or otherwise in writing, and shall not deviate without our prior written consent. Franchisee agrees to purchase and ensures its PC purchases (if applicable) equipment (as defined in Section XII.I) along with technology items (such as computers, printers, modems, routers, phone system, etc.) and agrees to and ensures its PC operate, service, repair, maintain and clean all such items according to our recommended guidelines as outlined in the Operations Manual. Franchisee must keep and ensures its PC keeps all equipment and technology items in clean and good working order at all times and purchase only approved parts to repair its equipment and technology items from a qualified vendor or can choose to use our approved vendors and suppliers. All maintenance to the equipment and technology items that cannot be completed by Franchisee or its PC is encouraged to be performed by such qualified vendor or our approved vendors. Unless otherwise agreed by us in writing, in no event shall Franchisee use and it shall ensure its PC (if applicable) does not use any piece of equipment that is more than ten (10) years old; and any technology item that is more than ten (10) years old. Franchisee agrees to and ensure its PC agrees to (if applicable) replace all equipment and technology items at Franchisee's expense as such items (i) become obsolete or inoperable; or (ii) if, in our sole discretion, replacement is necessary because of new functionality, change in software, change in levels of service or because of health or safety considerations. Franchisee and its PC (if applicable) has ninety (90) days after Franchisee receives written notice from us or if the state or federal recall agency (for example the FDA) requires a shorter period then the Franchisee must either remove or replace such items. Failure of Franchisee to and/or ensure its PC (if applicable) remove, replace and/or maintain its equipment and technology items as described above may result in termination as described in Section XXIII.C of this Agreement.

Franchisee and its PC (if applicable) are required to offer, perform and sell only approved Services and Products while adhering to our administrative standards, which may, from time to time, be amended or modified in writing, designated and approved by us, provided all such Services and Product sales are compliant with Federal and state law pertaining to the limitations on non-medical licensed personnel. All Services must be performed at the Clinic and off-site events within the Franchisee's Territory (specifically vitamin injectables which are the only Services Franchisee and its PC (if applicable) is currently authorized to perform away from its Clinic); and all Products can be sold and shipped to anyone from the Clinic or at off-site events within the Franchisee's Territory. Franchisee can perform off-site events to promote its Business and sell Products as described in Section VI of this Agreement. Franchisee is also required to offer the programs we specify that we may establish in the future and abide by the policies for such programs as developed by us.

Franchisee and its PC (if applicable) will be required to offer all Services and Products and abide by the policies for such programs as developed by us. We will provide Franchisee with a written list of all Services and Products Franchisee and its PC (if applicable) is required to offer, perform and sell during the initial training program. Nothing in this Agreement shall be construed to interfere with or impair Franchisee's, its Qualified Healthcare Professional's or its PC's (if applicable) independent medical judgment. Further, nothing in this Agreement shall be construed to be a promise or guarantee by us as to the continued existence of a particular Service and Product; nor shall any provision herein imply or establish an obligation on the part of us to reinstate any Service or Product discontinued by us or for any liability to Franchisee or its PC for any loss of revenue incurred by Franchisee or its PC as a result of our decision to discontinue a particular Service or Product. Franchisee agrees and must ensure that its PC understands that we have the right, in our sole discretion, to change, modify, add or discontinue any approved Service or Product at any time. Franchisee promises and must ensure that its PC (if applicable) understands to promptly accept and implement, in the management and operation of the Business, all such additions, modifications and changes at Franchisee's and its PC's expense within ninety (90) days of receiving such notice. Additional Services and Products Franchisee or its PC desires to offer and sell in its Business must be authorized in writing by us (as described in Section XII.I). Failure of Franchisee or its PC (if applicable) to: adhere to our approved Services and Products that Franchisee and its PC is authorized to offer, perform and/or sell; adhere to our administrative standards as outlined in our Operations Manual; and/or to adhere to any additions, modifications or changes to such Services and Products after receiving written notice from us (as described above) will be considered to be in breach of this Agreement and we, in our sole discretion, may terminate this Agreement as described in Section XXIII.C.

Franchisee agrees and must ensure its PC (if applicable) agrees to fully adhere with our administrative and level of service standards which may change from time to time; comply with our procedures for offering and selling all Services Products and programs, usage of third-party software, usage of music service providers and maintain the cleanliness and appearance of the Clinic which includes all its equipment, technology items, furniture, fixtures, décor and signage. Franchisee and its PC (if applicable) is prohibited from promoting and offering Services and selling Products through alternative channels of distribution (such as on Websites); however, if given permission to do so, as described in Section VI, Franchisee and its PC must adhere to our Website standards as outlined in the Operations Manual. If Franchisee and its PC is given permission, which we are not obligated to grant, all Products sold over the Internet must be sold directly from the Clinic. Except for Internet and Website sales (if Franchisee and its PC is authorized to do so) and conduct off-site events within its Territory (also described in Section VI), Franchisee or its PC is not permitted to perform Services (other than vitamin injectables) from anywhere other than its Clinic or sell Products from any other location other than from its Clinic or at off-site events within its Territory. If Franchisee or its PC attempts to perform Services outside its Clinic (other than vitamin injectables); offer Services and/or sell Products through any alternative channel of distribution (as described above) without our prior written permission, such actions will be considered a breach of this Agreement and may result in termination of this Agreement as described in Section XXIII.C.

Franchisee or its PC (if applicable) cannot implement, offer or perform any other service, program or sell any products unless approved by us in writing. We will respond to Franchisee's request to implement, offer, perform or sell a new service, program or product by email or any other form of written communication within thirty (30) days from the date the request is received. Such approval or disapproval shall be made by e-mail or any other form of written communication. We shall have the right to require, as a condition of our approval and review, that Franchisee submit to us all materials and supporting documentation describing the service, type of program or product Franchisee and its PC (if applicable) wishes to implement, offer, perform and/or sell in its Business. The cost of such investigation for approval shall be paid by the Franchisee (if applicable), and we shall not be liable for denying Franchisee's request. Failure of Franchisee or its PC (if applicable) to adhere to these guidelines will result in termination of this Agreement as specified in Section XXIII.C.

Franchisee must accept credit and debit cards and may choose to use other payment systems and check verification services as specified by us, and which we may change from time to time. Franchisee shall also offer for sale and will honor any incentive, coupon or loyalty programs, gift card or gift certificate program which we may institute from time to time, and Franchisee shall do so in compliance with our standards and procedures for such programs to the extent permitted by the laws of Franchisee's state. These programs may include, without limitation, membership programs, repetitive use for service and/or product programs, co-op programs and other local and national activities. Franchisee's and its PC's full and complete participation in such programs are required. Except as otherwise provided herein, compliance and participation shall be at Franchisee's expense.

Franchisee and its PC (if applicable) can perform Services and sell Products to anyone from anywhere so long as such Services are performed from the Clinic and within its Territory (limited Services can be performed away from its Clinic as described above) and all Products are sold and shipped either from the Clinic or at off-site events within its Territory. Franchisee is encouraged to accept the referral of any client from another franchisee, company-owned business or us who desires Services or Products from Franchisee and its PC (if applicable). If Franchisee or its PC (if applicable) chooses not to accept the referral, then we may provide Services and/or Products directly or through another franchisee or third-party without compensation to Franchisee or its PC (if applicable). In addition, Franchisee agrees and must ensure its PC agrees to comply with the client transfer policy that we have established as outlined in the Operations Manual and such policy may change from time to time. We encourage all The IV Hub™ Wellness businesses, when owned by different individuals, to work out a referral or transfer arrangement.

Franchisee shall and must ensure its PC (if applicable) responds promptly to all inquiries and complaints in order to achieve client satisfaction. If Franchisee or its PC (if applicable) does not provide its clients with satisfactory service and/or fails to resolve complaints at the time the complaint is registered; or if Franchisee or its PC (if applicable) does not adhere to our level of service standards or this Agreement, we may, in addition to other remedies, complete the services and bill the Franchisee or its client for such Services. Franchisee shall reimburse us for any expense incurred. In addition, there may be other System oriented programs designed to promote to the public the quality care and service provided by a The IV Hub™ Wellness business that we may wish to implement on a system-wide basis and advertise and market. Franchisee shall be required and must ensure its PC understands it will be required to participate in the then-current specials or promotions as may be developed by and as may be modified periodically by us, in our sole discretion.

We may institute various programs designed to verify client satisfaction and/or Franchisee's and its PC's (if applicable) compliance with our administrative and level of service standards and other aspects of the System, including (but not limited to) a toll-free number, online surveys, comment cards, secret shoppers or otherwise. We will share results of such programs with Franchisee as they pertain to Franchisee's Territory and Franchisee will reimburse us for all costs associated with any and all such programs provided that Franchisee is not in compliance with our level of service standards, this Agreement and/or the System.

Franchisee recognizes that our primary methods of communication with Franchisees are through emails, text messages, announcements and/or memos we may periodically publish and distribute through our intranet system we may provide to Franchisees on our website. Franchisee is responsible for knowing all the information contained in the emails, text messages, announcements, memos and the intranet system and complying with any standards and specifications provided within them and sharing such information with its PC (if applicable). We may establish and change the standards and specifications for the operation of Franchisee's Business through such emails, text messages, announcements, memos and intranet system. If we establish an intranet system, we will have no obligation for the hosting of the intranet system (for example, if hosting company goes down or shuts down the intranet system for maintenance or security reasons) or to maintain the intranet system indefinitely and we may dismantle it at any time without notice and liability to Franchisee and the following will apply:

(1) We will establish policies and procedures for use of the intranet system. These policies, procedures and other terms of use may address the issues such as (i) restrictions on the use of abusive, slanderous or otherwise offensive language in electronic communications; (ii) restrictions on communications between or among franchisees that endorse or encourage breach of any agreement with us; (iii) confidentiality of materials that we transmit; (iv) password protocols and other security procedures; (v) grounds for suspending, or revoking Franchisee's and its PC's access to the intranet system; (vi) restrictions on copyright and other intellectual property infringement matters; and (vii) a privacy policy governing our access to and use of electronic communications that franchisees submit on the intranet system. Franchisee acknowledges and must ensure its PC acknowledges (if applicable) that as administrator of the intranet system, we can access and view any communication that anyone posts on the intranet system. Franchisee further acknowledges and must ensure its PC acknowledges (if applicable) that the intranet system and all communications that are posted to it will become our property, free of any claims of privacy or privilege that Franchisee, its PC or any other person may assert.

(2) Franchisee agrees to purchase and install all necessary additions to its technology items and to establish and to continuously maintain an electronic connection with our intranet system to allow us to send messages to and receive messages from Franchisee. Franchisee's obligation to maintain connectivity with the intranet system will continue until expiration or termination of this Agreement.

(3) We may use part of the System Brand Fund that we collect under this Agreement to develop, maintain and further develop the intranet system.

We may require Franchisee to join and participate in industry specific, local or national associations. Such associations include, but are not limited to Franchisee's local Chamber of Commerce and Better Business Bureau. These associations are deemed invaluable and necessary for the continued growth of the Business. Franchisee is responsible for all membership fees and any related costs. We reserve the right to require Franchisee to join and participate in other professional organizations as we deem appropriate in our sole discretion. Franchisee's full and complete participation in such programs and associations are required. Except as otherwise provided herein, compliance and participation shall be at Franchisee's expense.

In the marketing and operation of Franchisee's Business, Franchisee and its PC (if applicable) will use each of, and only, the contracts, waivers and/or other forms and/or materials as are designated by us periodically. However, Franchisee may stay subject to the landlord's lease, as long as the lease contains all of the terms and conditions required by this Agreement; the lease is adjusted to accommodate this Agreement (ideally the lease is coterminous with this Agreement but not required); and Franchisee may execute its lender's standard promissory note, personal guaranty and security agreement provided that the terms and conditions of any promissory note, personal guaranty and security agreement do not affect or impair this Agreement, or any of our rights or remedies under this Agreement. If Franchisee has two or more Owners or it is an Entity, then Franchisee must submit a copy of its Operating Agreement, Partnership Agreement, or Shareholders Agreement and bylaws, as applicable for our review prior to execution as specified in Section XII.R of this Agreement.

All advertising and promotions by Franchisee and its PC (if applicable) in any medium shall be conducted in a dignified manner and shall conform to the standards and requirements of us as set forth in the Operations Manual. Franchisee and its PC (if applicable) shall have the right to offer Services and/or sell Products at any rates or prices Franchisee or its PC (if applicable) may determine, except that we reserve the right to establish minimum and maximum rates and prices for any given Service or Product nationwide to the extent allowed by federal and state laws. To clarify, Franchisee agrees and must ensure its PC agrees (if applicable) we have the right, in our sole discretion, to establish minimum and maximum rates and/or prices for any Service or Product so long as such decisions are made with the honest belief that the measure we are adopting will help everyone in the System meet competition and succeed in the marketplace. Franchisee and its PC (if applicable) is prohibited from heavily discounting Services and Products offered for sale and must adhere to our minimum and maximum pricing guidelines, except as otherwise provided by applicable federal or state laws. If Franchisee or its PC (if applicable) elects to offer or sell any Service and/or product at any rate or price recommended by us, Franchisee acknowledges and must ensure its PC acknowledges (if applicable) that we have made no guarantee, statement, or warranty that offering such Services and/or Products at the recommended rate or price will enhance

Franchisee's or its PC's sales or profits. Franchisee shall participate and ensure its PC participates in (if applicable) and comply with all sales and promotional programs and/or product promotions promulgated by us periodically. All such requirements or limitation dealing with prices are subject to state and Federal laws pertaining to the improper influencing of medical care and operations.

I. Use of Approved Equipment, Products, Supplies and Vendors

Franchisee acknowledges and must ensure its PC acknowledges (if applicable) that we have spent considerable time in determining what products, supplies, processes, methods, services and vendors to use in the operation of a The IV Hub™ Wellness business. Accordingly, Franchisee acknowledges that Franchisee is required to use and ensure its PC uses only approved equipment, products and supplies that meet our specifications that include but are not limited to: equipment (IV mixing hood, blood pressure equipment, towel heater, refrigerator units etc.), furniture and fixtures, technology items (such as computers, printers, modems, routers, phone system, etc.), products (such as: injectable solutions weight loss compounds and lozenges, pillows, blankets, towels, retail items for sale, etc.), privately labeled products (which are products developed by a third-party vendor and carry our brand such as our weight loss spray), supplies (such as: syringes, catheters, gauze, band aids, tape, pads, swabs, disposables, office supplies, cleaning supplies, etc.), software, signage, miscellaneous forms, printed advertising materials and promotional items, merchant account providers, third-party software providers, shows and event marketing opportunities and vendor, co-branding, affinity programs. We will provide Franchisee with a written list of approved vendors and/or suppliers for all equipment, products, supplies and services that Franchisee and its PC (if applicable) is authorized to use in its Business. We may derive income through license fees, promotional fees, advertising allowances, rebates or other monies paid by approved vendors and/or suppliers. We do not know the precise basis of these payments because we have never previously collected them. If we require Franchisee or its PC to buy from us, we will exercise commercially reasonable efforts to ensure that the equipment or product's price and quality will be comparable to similar equipment and products from other sources. We may take a portion of that income to spend on advertising or place it in the System Brand Fund as described in Section X.B of this Agreement. If we require Franchisee or its PC to buy equipment, products, supplies or services from a vendor that pays such allowances, we may spend all such fees on related advertising or we may place them in the System Brand Fund. If we don't require the purchase, we need not place such fees in a separate account or use them on advertising. Franchisee agrees and must ensure its PC agrees that we may periodically and upon written notice, add to, modify or change such our specifications for equipment, products and supplies and our approved vendors and suppliers. Franchisee promises to promptly accept and implement and ensure its PC promptly accepts and implements, in the operation of the Business, all such additions, modifications and changes at Franchisee's and its PC's expense. In addition, Franchisee acknowledges and must ensure its PC acknowledges (if applicable) that:

1. We have spent considerable time designing the decoration and outfitting of a The IV Hub™ Wellness business with equipment, furnishings, fixtures, décor and signage. This is part of our trade dress. Franchisee and its PC (if applicable) must purchase such items from us and/or our affiliates or approved vendors as specified in the Operations Manual and Section XII.T of this Agreement;

2. To ensure the consistent uniformity and level of service standards for all Services performed and Products offered by The IV Hub™ Wellness franchised businesses, Franchisee and its PC (if applicable) must purchase equipment, products, supplies and services (as described above) from us, our affiliates or those approved vendors (including manufacturers, distributors and other sources) who demonstrate to our continuing satisfaction an ability to meet our standards and specifications. We are not liable to Franchisee or its PC for any loss or damage, or deemed to be in breach of this Agreement, if we, our affiliates or approved vendors and/or suppliers cannot deliver, or cause to be delivered, Franchisee's or its PC's order of the items mentioned above where such items are out-of-stock or discontinued. Franchisee and its PC (if applicable) is prohibited from purchasing equipment, products, supplies and services from unapproved vendors and/or suppliers who are not on our approved list without our written approval. All vendors and suppliers that Franchisee and its PC (if applicable) purchases from must be approved in writing by us and may be disapproved by us anytime thereafter. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Such approval or disapproval shall be made by email or any other form of written communication. If Franchisee or its PC (if applicable) purchases any equipment, products, supplies or services from any unapproved vendor or supplier without our permission, as described above, it may result in termination of this Agreement as specified in <u>Section XXIII.C</u>.

3. In approving any vendor or supplier, we may consider factors such as: price, quality, composition, performance, accuracy of product claims, durability, safety, frequency of delivery, service determination of quality control, value, prompt attention to complaints, litigation against the supplier, reputation of supplier, any product recalls instituted by the United States Consumer Product Safety Commission, the supplier's financial strength and capacity to supply all of our franchisee needs promptly, reliably, and cost effectively. All vendors and suppliers must be approved in writing by us and may be disapproved by us anytime thereafter. If Franchisee or its PC (if applicable) desires to purchase unapproved equipment, products or supplies from unapproved vendors or if Franchisee and its PC (if applicable) wants to offer unique products that blend in with Franchisee's community, Franchisee must submit to us a written request for such approval. We will respond to Franchisee request within thirty (30) days from the date the request is received by email or any other form of written communication. We shall have the right to require, as a condition of our approval and review, that our representatives be permitted to inspect the facilities of the proposed vendor or supplier and that the proposed item is delivered to us or our designee for testing. The cost of such inspection and testing shall be paid by Franchisee, vendor or supplier and we shall not be liable for damage to or for the return of any sample. We reserve the right to re-inspect the facilities and to re-test any piece of equipment or product of any approved vendor or supplier and to revoke any approval if the vendor fails to continue to meet our high standards.

4. Franchisee will not and ensure its PC will not make any claims against us with respect to any vendor and/or related supplier (including our affiliates) for any

equipment, products, supplies or services (as described above) that Franchisee chooses to purchase from for the operation of the Business (and/or our designation of, or our relationship with, any vendor or supplier). WE MAKE NO WARRANTIES REGARDING ANY VENDOR, EQUIPMENT, PRODUCTS OR SUPPLIES AND HEREBY DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF QUALITY OF COMPUTER PROGRAMS, THE IMPLIED WARRANTY OF SYSTEM INTEGRATION, AND THE IMPLIED WARRANTY OF INFORMATION CONTENT. WE MAKE NO WARRANTY THAT ANY VENDOR PROVIDED SOFTWARE WILL BE BUG FREE, VIRUS FREE, OR FREE OF TROJAN HORSES OR WORMS. FRANCHISEE HEREBY AGREES THAT SUCH DISCLAIMER IS AN ESSENTIAL PART OF THE BARGAIN, AND THAT WE WOULD NOT HAVE ENTERED INTO THIS TRANSACTION ABSENT SUCH DISCLAIMER. Any claim with respect to any vendor-related and/or similar matters shall be made only against the vendor in question. Franchisee will provide us with written notice prior to taking any action in connection with such a claim. We will use diligent efforts to assist franchisees in resolving any disputes with vendors approved and/or designated by us.

5. Franchisee and its PC (if applicable) will be required to use and/or offer for sell all branded merchandise or Proprietary Products developed by us, which will be listed in the Operations Manual. The term “Proprietary Products” is defined as all equipment, products, supplies, marketing materials and branded products or equipment all of which must be purchased by the Franchisee directly either from us, our affiliates or approved vendors, unless the Franchisee has submitted and received written approval from us to use an alternate supplier. Failure of Franchisee to use and/or offer our Proprietary Products will result in termination of this Agreement as specified in Section XXIII.C of this Agreement.

6. Franchisee acknowledges and must ensure that its PC acknowledges (if applicable) that we do not now but may require Franchisee and its PC (if applicable) to maintain in inventory a minimum representation of equipment, products and Proprietary Products in its Clinic (however we retain the right to do so in the future). “Minimum Representation” shall be defined as the continuous maintenance of an amount of equipment, products and/or Proprietary Products meeting requirements as defined in the Operations Manual. Franchisee and its PC (if applicable) shall at all times comply with our Minimum Representation requirements and the terms of any auto-ship requirements (currently we do not have any auto-ship requirements, however we do require that Franchisee purchase updates for all advertising, promotional and marketing materials when designated as mandatory by us and as specified in the Operations Manual). If we require Franchisee and its PC (if applicable) to carry a Minimum Representation of equipment, products and/or Proprietary Products in the future, we will provide Franchisee with written notice and Franchisee will have ninety (90) days to comply with such requirement. If a particular product or piece of equipment does not sell well in the Franchisee’s Business (if we authorize Franchisee to sell equipment in the future), Franchisee may request that that specific

item be removed from the Business and the required Minimum Representation list (if applicable). We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Such approval or disapproval shall be made by email or any other form of written communication.

7. Franchisee shall not make and ensure its PC does not make (if applicable) changes to any piece of equipment, Product, Proprietary Products, any third-party products including changing the containers, packaging, labeling, promotional materials, advertising, cartons or the like without our or the manufacturer's prior written approval, which may be withheld in our sole discretion or manufacturer's sole discretion. Failure to adhere to these guidelines will result in termination of this Agreement as specified in Section XXIII.C.

8. Franchisee or its PC (if applicable) may not independently act as an exclusive distributor for any third-party vendor or secure any exclusive rights to distribute any products, Proprietary Products and/or any type of equipment inside or outside of Franchisee's Territory without our written consent. We shall approve or deny Franchisee's request for itself or its PC (if applicable) to act as an exclusive distributor, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Failure to adhere to these guidelines will result in termination of this agreement as specified in Section XXIII.C of this Agreement.

9. Franchisee shall not and ensure its PC does not manufacture or produce any product, supply or equipment that is similar to, or competes with any of our Services, Products, Proprietary Products, third-party product or any piece of equipment used or offered in a The IV Hub™ Wellness business without the advanced written consent of us or manufacturer, which may be granted or denied in ours or the manufacturer's sole discretion. Violation of this shall be grounds for immediate termination as specified in Section XXIII.C of this Agreement.

10. Franchisee is encouraged and ensure its PC (if applicable) to inspect all equipment and products promptly upon receipt and may reject any equipment or product that fails in any material respect to conform to manufacturer's description. Rejected equipment or products must be returned to the manufacturer within three (3) business days of the date on which manufacturer authorizes the return or as manufacturer specifies;

11. Notwithstanding anything to the contrary contained in this Agreement, Franchisee acknowledges and agrees and must ensure that its PC acknowledges and agrees (if applicable) that, at our sole option, we may establish one or more strategic alliances or preferred vendor programs with one or more nationally or regionally-known suppliers who are willing to supply all or some The IV Hub™ Wellness businesses with some or all of the equipment, products and supplies or services (as defined above) that we require for use and/or sale in the development and/or operation of the Business. In this event, we may limit the number of approved vendors with

whom Franchisee may deal, designate sources that Franchisee and its PC (if applicable) must use for some or all equipment, products, supplies and services, and/or refuse any of Franchisee's requests if we believe that this action is in the best interests of the System. We shall have unlimited discretion to approve or disapprove the vendors or suppliers who may be permitted to sell equipment, products and supplies to franchisees;

12. Franchisee agrees and must ensure its PC agrees (if applicable) to maintain and update at Franchisee's expense all technology items (as described above) and software that meet our specifications, as we may modify them. Franchisee and its PC agrees (if applicable) will be required to purchase such items from us, our affiliates or approved vendors. We reserve the right to have independent access to all information (including client information that does not violate HIPAA compliance regulations) that Franchisee stores in any computer, laptop or tablet used for the Business and there are no contractual limits imposed upon our access to Franchisee's data and information. Franchisee agrees and must ensure its PC agrees (if applicable) to comply with our then-current terms of use and privacy policies and any other upgrade requirements regarding all such items and software, including Internet usage. Supplier and/or licensor charges for use, maintenance, support and/or updates of such required items are Franchisee's responsibility.

13. Franchisee and its PC (if applicable) may be required to use our proprietary software for the operation of the Clinic (currently not in effect). If we develop proprietary software and require Franchisee and its PC (if applicable) to use such proprietary software, we will provide Franchisee with a ninety (90) day written notice to purchase (if applicable) and use such proprietary software for the operation of the Business. If developed, we will provide update and upgrade requirements as necessary. The installation, maintenance, repairs and upgrade costs for the proprietary software will be the responsibility of the Franchisee. Usage of any propriety software ("Software"), if developed, will be subject to the following terms:

    a. Franchisee and its PC (if applicable) will use our Software on a computer, laptop or tablet that: (i) meets our hardware specifications; and (ii) is located at the Clinic or on a backup system if the original computer or tablet is inoperable. Franchisee and its PC (if applicable) will be licensed to use our Software only for Franchisee's internal, in-house data processing and data communications purposes and only in connection with the Business and not for re-marketing or redistribution under any circumstances;

    b. Franchisee acknowledges and agrees and must ensure its PC acknowledges and agrees (if applicable) that we will be the sole and exclusive owner of all right, title and interest in and to our Software, including all trade secrets and copyrights related to the Software, subject only to the rights we expressly license to Franchisee in this Agreement. This license will not provide Franchisee or its PC (if applicable) with title or ownership of the Software, but only a limited right of use. Franchisee agrees and must ensure its PC agrees (if applicable) that Franchisee or is PC will not contest or otherwise seek to share, diminish or invalidate our ownership rights in our Software;

c. Franchisee and Franchisee must ensure its PC (if applicable) will not modify the Software in any way without our prior written consent. Franchisee and Franchisee must ensure its PC will promptly disclose to us all ideas and suggestions for modifications or enhancements to the Software that Franchisee or its PC conceives or develops and we will have the right to use such ideas and suggestions. All modifications or enhancements made to the Software will be our property and belong exclusively to us, without regard to the source or creator of the modification or enhancement, however we may provide incentive programs for such contributions;

d. We will have the right at all times to access Software and to retrieve, analyze and use all the data in Franchisee's and its PC's files stored on Franchisee's or its PC's computers and tablets. Additionally, Franchisee and Franchisee must ensure its PC will electronically transfer all files and reports to us on our request. All information (including client information that does not violate HIPAA compliance regulations) that Franchisee and its PC stores in any computer, laptop or tablet shall become our confidential and proprietary information, and subject to the terms and conditions of this Agreement regarding our confidential information.

e. Franchisee, its PC (if applicable) and its respective employees will not make available the Software, or portions thereof, to any person other than Franchisee's or its PC's respective employees without our prior written consent. Franchisee agrees and must ensure that its PC agrees that Franchisee or its PC will not: (i) copy the Software except as necessary for use in the Business; (ii) translate, reverse engineer, reverse compile, disassemble or create derivative works based on the Software; (iii) sublicense, rent, lease, sell or otherwise transfer the Software or any portion thereof, or any rights therein, to any person or entity. Failure to adhere to these guidelines or allowing unauthorized usage of the Software will result in termination of this agreement as specified in Section XXIII.C of this Agreement;

f. Franchisee acknowledges and agrees and must ensure that its PC acknowledges and agrees (if applicable) that the Software, if developed, will be our valuable, proprietary product, the design and development of which took the investment of considerable time, money and the effort of skilled computer programmers. Franchisee will keep and ensure its PC keeps the Software and any data generated by the use of the Software confidential during and after the term of this Agreement and will maintain security precautions to maintain the secrecy of the Software and to prevent unauthorized access or use of the Software. Franchisee agrees and must ensure its PC agrees that we will treat the Software as confidential and that the Software will contain substantial trade secrets of ours that we have entrusted to Franchisee and its PC (if applicable) in confidence to use only as we authorize under this Agreement. We will claim and reserve all rights and benefits afforded under copyright law, patent law, intellectual property law and other laws relating to confidential and proprietary material. Franchisee agrees and must ensure its PC agrees (if applicable) not to improperly use, disseminate, or disclose the Software, and to ensure that Franchisee's and PC's respective employees who gain access to the Software will protect them against improper use, dissemination or disclosure;

g. THE SOFTWARE SHALL BE PROVIDED ON AN "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES AGAINST INFRINGEMENT ARE HEREBY DISCLAIMED EXCEPT WE REPRESENT THAT WE HAVE SUFFICIENT AUTHORIZATION TO LICENSE THE SOFTWARE TO FRANCHISEE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE MEET FRANCHISEE'S REQUIREMENTS OR THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. WE MAKE NO WARRANTIES THAT THE SOFTWARE IS FREE FROM BUGS, VIRUSES, TROJAN HORSES, OR WORMS. WE MAKE NO WARRANTY REGARDING ANY OPEN-SOURCE SOFTWARE CONTAINED IN THE SOFTWARE. In no event will we be liable to Franchisee or its PC for damages, including any lost profits, lost savings, or other incidental or consequential damages, relating to the use of or inability to use the Software, even if we have been advised of the possibility of such damages, or for any claim by any other party. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or proven ineffective;

h. Franchisee acknowledges and agrees and must ensure that its PC acknowledges and agrees (if applicable) that Franchisee's and its PC's license to the Software will terminate immediately should Franchisee or its PC fails to adhere to any of its obligations under this license or if this Agreement expires or is terminated for any reason;

i. Franchisee acknowledges and agrees and must ensure that its PC acknowledges and agrees (if applicable) that any violation by Franchisee or its PC of the provisions of the Software license would cause us irreparable harm for which we would not have an adequate remedy at law; and that, in addition to other remedies available to us, we will be entitled to seek injunctive relief against any such violation;

j. In the event Franchisee fails to adhere to any of Franchisee's obligations under this Agreement, or is no longer a franchisee of ours, or this Agreement expires or terminates for any reason, Franchisee and its PC will immediately (within five (5) days) terminate the use of the Software and destroy any and all material or information related to the Software or any data generated by use of the Software unless we specifically instruct otherwise; and

k. Franchisee must update and ensure its PC updates all technology items upon our request to optimize performance of the Software.

14. Franchisee acknowledges and must ensure that its PC acknowledges that neither we nor our affiliates, will have any liability and/or obligation (and neither Franchisee or any managing partners, managing members, members or shareholders will make any claims) about any loss of data, loss of information, inability to use, failures, errors or any other occurrences relating to any computer, laptop, tablet or system hardware and/or software without an express written warranty from us, even if recommended or specified by us. Franchisee acknowledges and agrees and must ensure that its PC acknowledges and agrees (if applicable) that Franchisee and its PC is solely responsible for protecting themselves from these problems. Franchisee and its PC must also take reasonable steps to verify that information about Franchisee's and PC's vendors, suppliers, lenders, landlords, clients and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking reasonable steps to secure Franchisee's and its PC's systems, including, but not limited to, firewalls, access code protection, anti-virus systems and use of backup systems.

15. We may set standards or specifications for leases, real estate, standards and specifications for the construction and build out of the Clinic; and all furnishings, fixtures, décor items and signage used, at our discretion, including our subjective determinations relating to quality, value and appearance.

Nothing in this Agreement shall be construed to be a promise or guarantee by us as to the continued existence of a particular piece of equipment, product or supply nor shall any provision herein imply or establish an obligation on our part or our affiliates to sell equipment, products or supplies to Franchisee or its PC (if applicable) if Franchisee or its PC is in default of any payment to us, our affiliates, or any other designated vendor or approved supplier, or otherwise is in default under this Agreement. If Franchisee or its PC (if applicable) fails to pay in advance in full for each shipment of items purchased (if applicable), we or our affiliates shall not be obligated to sell such items to Franchisee or its PC (if applicable).

J. Use Approved Design and Signage for the Business

In operating The IV Hub™ Wellness business, Franchisee must adhere and ensure its PC (if applicable) adheres to our design requirements and signage standards, and utilize such signage designs (including on any vehicle if Franchisee or its PC chooses to use a vehicle to advertise the Business) in accordance with our standards and specifications or required by us. Franchisee may use an approved supplier for signage, or submit an alternate supplier to us for our approval. Franchisee shall purchase or lease, subject to local building codes and regulations, such signs that provide maximum displays of our Names and Marks. Franchisee shall be totally responsible for obtaining and equipping the Clinic with the signage that is approved for use by us from time to time. The color, size, design and location of said signage shall be as specified and/or approved by us. Franchisee shall not and Franchisee must ensure its PC does not place additional signs, posters, newspaper racks, video games, juke boxes, gaming machines, gum machines, games, rides, vending machines or other similar devices and décor items in the Clinic without our prior written consent.

K. Participation in the Operation of the Business

Franchisee acknowledges that a The IV Hub™ Wellness business involves hard work and sometimes long hours, similar to most small businesses that are owner operated. Franchisee acknowledges that we have not represented that this Business is going to be easy for Franchisee (or any of its Owners). Franchisee agrees to participate in the day-to-day administration of the Business and acknowledges Franchisee must also either be a Qualified Healthcare Professional, partner with or hire someone who is a lead Qualified Healthcare Professional who will take on the role of supervising all healthcare professionals; or form a PC (as described in Sections I.A, XII.C and XII.F) to perform Services and directly supervise and manage all healthcare professionals. Franchisee acknowledges that the Business must also be managed by an Office Manager and such Office Manager who must be known to us will supervise all its Employees. The Office Manager will also be responsible for providing continuing guidance, oversight, day-to-day management of all administrative activities and support Franchisee's Qualified Healthcare Professional and/or PC (if applicable).

L. Advertising the Business

Franchisee agrees that if Franchisee or its PC (if applicable) creates a local advertising and marketing materials by which Franchisee or its PC (if applicable) desires to use for local advertising in any media it desires, provided that such advertising conforms to our standards and requirements as set forth in our Operations Manual or otherwise designated by us. Such advertising may include but is not limited to: Any telephone, email, Internet, domain name, electronic network, directory and listings (including business citations) of the Business per our written approval. All items mentioned are our property and on termination will revert to us. Franchisee agrees to execute any and all documents needed to perfect such reversions. Franchisee or its PC (if applicable) shall not advertise the Business in connection with any other business, except with our prior written approval. Franchisee shall obtain our prior approval of all unapproved advertising and promotional plans and materials (including photographs and video presentations) that Franchisee or its PC (if applicable) desires to use thirty (30) days before the start of any such plans. Franchisee shall submit such unapproved plans and materials to us (by personal delivery, electronic mail or any method we prescribe). Franchisee shall not use and ensure its PC does not use (if applicable) such plans or materials until they have been approved by us and shall promptly discontinue use of any advertising or promotional plans and material upon the request of us. Any plans or materials submitted by Franchisee to us, that have not been approved or disapproved in writing, within thirty (30) days of receipt by us, shall be deemed not approved.

Franchisee will not and will ensure its PC does not (if applicable) independently advertise or promote the Business in any media (including on any Websites as defined in Section VI) without our prior written approval, except when using materials previously approved by us. We, our affiliates and/or approved vendors will perform all web page content revision and Franchisee is responsible for any costs related to such revisions. Any requests for changes, edits or updates to Franchisee's web page or any type of website promotion over the Internet must be approved by us in writing. We shall approve or deny Franchisee's request by e-mail or any other form of written communication, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Franchisee will participate in at its own expense and cooperate with all advertising and promotional programs that we or any advertising group of franchisees selects, including any franchisee marketing council that we may implement. Franchisee may be required to follow or maintain sales pricing for Services and Products. We will set minimum and maximum rates and/or prices and suggest rates and pricing to the extent allowed by law.

Franchisee shall at all times use its best efforts to promote and increase recognition of the Services and Products offered by the Business pursuant to the System and Operations Manual, to affect the widest and best possible distribution of Services and Products from the Business and to devote its best efforts to growing the Business.

M. Maintain Regular Business Hours

Franchisee's Business must be open for operation at a minimum of five (5) days a week five (5) hours a day Monday thru Saturday, except holidays (as specified in the Operations Manual). The only exception to the above is if Franchisee is given written permission by us to operate at a lesser period; or if the hours of operation for the Business are required by the lease of the premises on which the Business is operated. Sundays are optional. It is required that Franchisee maintains a telephone answering system to take messages and monitor an e-mail address for the Business.

N. Maintain Uniform Operating Standards

Franchisee understands and acknowledges and must ensure its PC understands and acknowledges (if applicable) that every detail of the operation of the Business is important to the Franchisee, us and other franchisees in order to develop and maintain uniform administrative standards, to increase the demand for the Services offered and Products sold by the Business under our System and to protect our reputation, quality standards, and goodwill.

Franchisee acknowledges and agrees that the System must continue to evolve in order to reflect changing market conditions and meet new and changing consumer demands. As a consequence, changes, modifications and variations to the System's administrative standards, Services, programs and Products offered may be required from time to time to preserve and enhance the operational efficiency of all franchises.

Franchisee therefore agrees that we may periodically and upon written notice, add to, modify or change the System, including without limitation making changes to approved: Services and Products Franchisee is authorized to offer; vendors and supplier relationships, equipment and products used in the management and operation of the Business; the adoption and use of new or modified trademarks, décor, signage and Clinic appearance specifications, Software, third-party software, advertising, promotion and marketing materials. Franchisee and Franchisee must ensure its PC (if applicable) promises to promptly accept, implement, and use in the operation of the Business, all such additions, modifications and changes at Franchisee's and its PC's expense.

Franchisee agrees and must ensure its PC agrees (if applicable) to maintain high standards of honesty, integrity, fair dealing and ethical conduct in all business activities. Franchisee will not and ensure its PC does not (if applicable) engage in any services or sell any product, trade practices, abusive, excessive or illegal collection techniques or other activity that we determine to be harmful to the goodwill, quality standards, or to reflect unfavorably on the reputation of Franchisee or us, the Franchised Business, or the Services and Products offered thereof; or which constitutes deceptive or unfair competition, results in unfounded litigation against Franchisee or otherwise is in violation of any applicable laws. The above limitations are closely related to our business image, purpose and marketing strategy of the System, and therefore any change therefrom would fundamentally change the nature of the Business.

We will not require Franchisee to make any changes, modifications and variations to the System that are not required of all franchisees (unless such change, modification or variation relates only to certain franchisees due to one or more unique factors such as geographic location, local laws, regulations or customs); furthermore, we may periodically meet with representative groups of franchisees and solicit their input prior to the implementation of any material change or modification. Franchisee's failure to comply which includes its PC's failure to comply (if applicable) with modifications to the System within ninety (90) days of such written notice is an incurable default as described in Section XXIII.C of this Agreement.

O. Telephone Number of Business and Web Page

Franchisee understands and agrees that the telephone number(s), URL address, web page and if permitted, Website for the Business (and any mobile phone numbers) constitute a part of the System and are subject to the restrictions of this Agreement. Accordingly, Franchisee shall not and ensure its PC does not (if applicable) change the telephone number(s), URL address, web page or Website for the Business without our prior notice and written approval. Franchisee and its PC (if applicable) shall advertise and publicize the telephone number(s), URL address, web page and Website for the Business in the manner prescribed by us. As stated above, all telephone numbers, URL addresses, web page, Websites, Internet or similar connections, directory and listings for the Franchised Business are our property and upon termination will revert to us.

P. Disclose Discoveries and Ideas to Franchisor

Franchisee shall promptly disclose to us all services, products, equipment, discoveries, methods, techniques, formulas, processes, programs, video presentations, photographs, concepts, promotions, operational procedures, inventions or ideas, whether patentable or not, relating to our business, which are conceived or made by Franchisee, its Qualified Healthcare Professionals, PC (if applicable) or any Owner, agent, or Employee of Franchisee or its PC solely or jointly with others, during the term of this Agreement, whether or not our facilities, materials, or personnel are utilized in the conception or making of such discoveries or ideas. Franchisee hereby acknowledges and agrees a must ensure its PC acknowledges and agrees (if applicable) that all such services, products, equipment, discoveries, methods, techniques, formulas, processes, programs, video presentations, photographs, concepts, operational procedures, inventions or ideas are our exclusive property and that we shall have no obligation to compensate the Franchisee or its PC (if applicable) for any such discovery or idea. However, as a matter of corporate policy, we may, in our sole discretion, create an incentive program to reward Franchisee, its Qualified Healthcare Professionals, its PC (if applicable), its owners, employees or agents for any such new service, product, equipment, method, technique, formula, process, program, video presentation, photograph, concept, invention or improvement that we implement throughout the System. Franchisee, its PC (if applicable), and its officers, directors, managers, members, partners and shareholders agree to execute all documents deemed reasonably necessary by us to assign all such patent, trade secret, trademark, copyright and intellectual property rights in any Franchisee discovery or idea to us. The term "all copyright and intellectual property rights" shall mean all means, methods, and process, by all media whether now known or hereinafter invested, including complete and entire interactive rights and rights to derivative works. The purpose of this clause is to ensure that ideas for improvements to the System that may be generated by franchisees within the System will be distributed to the other franchisees as a benefit of belonging to the System. Franchisee agrees and must ensure its PC agrees (if applicable) to execute all documents that we deem are reasonably necessary to carry out such transfer of intellectual property rights to us.

Q. Permit Franchisor to Enter the Business

Franchisee shall permit us and our agents or representatives to enter the Business at any time without notice during normal business hours for the purpose of conducting inspections to review business administrative operations (which includes photographing and taking video or digital recordings of the administrative aspects of the Business for observation purposes) and to remove equipment or samples of products, without payment, for our review to determine if administrative operations meet our then-current level of service standards. Franchisee shall and ensure its PC (if applicable) cooperate fully with our representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from us or our agents, and without limiting our other rights under this Agreement, shall take such steps as may be deemed necessary to immediately correct any deficiencies detected during such inspections. In the event Franchisee fails or refuses to promptly correct immediately any deficiency detected during such inspection, we shall have the right to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. The foregoing shall be in addition to any other remedies we may have pursuant to this Agreement.

R. Additional Requirements for Corporate Franchisee

If Franchisee is or becomes a corporation, limited liability company, general partnership or other organization or entity, the following requirements shall apply:

1. Franchisee shall confine its activities to the establishment, management and operation of the Business;

2. Franchisee's Certificate, Articles of Incorporation or Articles of Organization, Certificate of Formation, Shareholders Agreement, Operating Agreement, Partnership Agreement Business Trust Agreement, and/or Bylaws (or comparable governing documents) shall at all times provide that its activities are confined exclusively to the operation of the Business and that the issuance, redemption,

purchase for cancellation and transfer of voting stock, or other ownership interest therein, is restricted by the terms of this Agreement. Franchisee shall furnish us promptly upon request copies of Franchisee's Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, Business Trust Agreement, Shareholders Agreement, and other governing documents, and any other documents we may reasonably request, and any amendments thereto, from time to time;

3. Franchisee shall maintain a current list of all owners of record and beneficial owners of any class of voting stock or other ownership interest in Franchisee and shall furnish such list to us upon request;

4. Franchisee shall maintain stop transfer instructions against the transfer on its record of any equity securities (voting or otherwise) or the certificate of any other entity evidencing ownership except in accordance with the provisions of Section XV of this Agreement. All securities or other ownership interests issued by Franchisee shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest:

> THE TRANSFER OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS FRANCHISE AGREEMENT WITH WELLNESS ENTERPRISE SOLUTIONS, LLC AS OF THE SIGNING DATE. REFERENCE IS MADE TO SAID AGREEMENT AND TO THE RESTRICTIVE PROVISIONS OF THE ARTICLES AND BYLAWS OF THIS CORPORATION (IF THE FRANCHISEE IS A LIMITED LIABILITY COMPANY, REFERENCE WILL BE MADE TO THE TRANSFER OF OWNERSHIP RESTRICTIONS SET FORTH IN THIS FRANCHISE AGREEMENT, IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT, IF THE FRANCHISEE IS A PARTNERSHIP, REFERENCE WILL BE MADE TO THE TRANSFER OF OWNERSHIP RESTRICTIONS SET FORTH IN THIS FRANCHISE AGREEMENT, IN THE PARTNERSHIP AGREEMENT. IF THE FRANCHISEE IS A BUSINESS TRUST, REFERENCE WILL BE MADE TO THE TRANSFER OF OWNERSHIP RESTRICTIONS SET FORTH IN THIS FRANCHISE AGREEMENT, IN THE TRUST AGREEMENT);

5. Any individual or Entity who owns ten percent (10%) or more ownership in the Franchise Business shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of this Agreement; provided, however, that the requirements of this Section XII.R. shall not apply to any corporation registered under the Securities Exchange Act of 1934 (hereinafter known as a "Publicly-Held Corporation");

6. If Franchisee is or becomes a partnership, corporation or limited liability company, Franchisee shall furnish us a copy of its partnership agreement or comparable agreement, and any other documents we may reasonably request, and any amendments thereto, from time to time. If Franchisee is or becomes a limited liability company, Franchisee shall furnish us with a copy of its operating agreement and any other documents we may reasonably request, and any amendments thereto, from time to time. If Franchisee is or becomes a corporation, Franchisee shall furnish us a copy of its shareholders agreement bylaws, and any other documents we may reasonably request, and any amendments thereto, from time to time; If Franchisee is or becomes a business trust, Franchisee shall furnish us a copy of its trust agreement, and any other documents we may reasonably request, and any amendments thereto, from time to time. If such change to a Franchisee to an entity is proposed (or has occurred), we shall have the right to do any of the following: (i) require the new entity to sign the Franchise Agreement and all Owners sign guarantees; (ii) require the new entity to sign the Franchise Agreement and treat it plus all Owners as franchisees; or (iii) take no action.

7. Each individual or Entity holding a ten percent (10%) or greater ownership or beneficial ownership interest in the Franchisee's Business, directly or indirectly, (including each individual holding a fifty percent (50%) or greater interest in any limited liability company, partnership or corporation which has a ten percent (10%) or greater interest in the Franchisee's Business) shall enter into a continuing guaranty agreement, in the form attached hereto as Schedule 5 as such form may be amended or modified by us, from time to time (if such guaranty agreement is to be executed subsequent to the date hereof in accordance with the terms of this Agreement); and

8. From and after the date of this Agreement, Franchisee and its Owners shall not sell, transfer, assign, pledge, mortgage, hypothecate or encumber all or any direct or indirect ownership interest in Franchisee without first obtaining our written consent which consent shall be given or withheld within thirty (30) days of Franchisee's request.

S. <u>Site Selection</u>

Franchisee assumes all costs, liability, expense, and responsibility for locating, obtaining, and developing a space for the Business to be established under the Franchise Agreement and for the build out and equipping the business at such premises. A typical The IV Hub™ Wellness business has approximately one hundred and fifty to eight hundred (150-800) square feet of space. The space for the Business must be enclosed and separate from other businesses with its own locking door. Franchisee may buy or lease the required real property and improvements from any source and on terms approved by us in writing. Franchisee or its PC (if applicable) may not sign a lease (or a contract to purchase the premises, if applicable) for the Business until Franchisee has obtained our written approval. Franchisee or its PC (if applicable) must not invest any monies for a site which Franchisee wishes to open a Business until Franchisee has obtained our written approval for the site which will be made by email or any other form of written communication. On the execution of any lease for the Business, Franchisee will deliver to us a copy of the executed lease and an option to assume the lease executed by the lessor in favor of us in a form acceptable to us. All improvements to the Clinic must be approved by us.

**FRANCHISEE ACKNOWLEDGES THAT OUR ACCEPTANCE OF A PROSPECTIVE SITE AND THE RENDERING OF ASSISTANCE IN THE SELECTION OF A SITE DOES NOT CONSTITUTE A REPRESENTATION, PROMISE, WARRANTY, OR GUARANTEE BY US THAT A THE IV HUB™ WELLNESS FRANCHISE OPERATED FROM THE SITE WILL BE PROFITABLE OR OTHERWISE SUCCESSFUL.**

Franchisee acknowledges and must ensure its PC acknowledges (if applicable) that the Clinic and every component of the equipment, furnishings, fixtures and technology items in good order and repair at all times as specified in the Operations Manual. Franchisee and its PC (if applicable) may be required to upgrade such items as technology advances or in our sole discretion because of new functionality, so as to always use and be in compliant with our then-current specifications:

1. Franchisee will and ensure its PC will (if applicable) maintain the Clinic and every component of the equipment, furnishings, fixtures and technology items in good order and repair at all times as specified in the Operations Manual and may be required to upgrade such items as technology advances or in our sole discretion because of new functionality, so as to always use and be in compliance with our then-current specifications;

2. Franchisee will and ensure its PC will (if applicable) keep the Business fully insured as specified in this Agreement and in the Operations Manual;

3. Franchisee will and ensure its PC will (if applicable) keep the Clinic at all times in a clean and tidy condition and free of any advertising and promotional material other than that required by law or the Operations Manual, and will exhibit such signage, colors and logos in the Clinic and upgrade or review the same as specified in the Operations Manual;

4. Franchisee will and ensure its PC will (if applicable) not alter or in any way amend the décor or appearance of the Clinic or any equipment, furnishings, fixtures and technology items contained within the Clinic as specified in the Operations Manual;

5. Franchisee shall and ensure its PC (if applicable) maintain the cleanliness of the Clinic (as described in the Operations Manual). Franchisee and its PC (if applicable) shall also meet and maintain the highest level of health standards and ratings applicable to the operation of the Clinic. Franchisee shall furnish to us, within five (5) days after receipt thereof, a copy of all inspection reports, warnings, citations, certificates and/or ratings resulting from inspections conducted by any federal, state or local governmental authority with jurisdiction over the Business; and

6. Franchisee may be required to use and ensure its PC uses (if applicable) only approved vendors for repairs and maintenance of any furnishing, fixtures, equipment, technology items and signage in the Clinic.

Franchisee or its PC (if applicable) shall not execute a lease or sublease for the Business, or make any modifications or amendments to the lease or sublease, without our prior written consent, which we may grant, condition or withhold in our Business Judgment. Franchisee will deliver to us a copy of any lease or sublease for our review at least ten (10) days before execution. Franchisee must deliver a copy of the signed lease or sublease to us within five (5) business days after it is signed. We do not offer legal services to Franchisee or its PC and Franchisee as well as its PC (if applicable) is encouraged to consult with independent legal counsel for a legal review of the lease. Franchisee shall ensure that the lease or sublease for the Business contains, in an addendum or otherwise, the following provisions which:

1) Permit Franchisee and its PC (if applicable) to manage and operate a The IV Hub™ Wellness business in accordance with this Agreement;

2) Provide that the site will be used only for the operation of a The IV Hub™ Wellness business, and prohibit Franchisee or its PC (if applicable) from assigning or modifying any lease rights, or extending the term without our prior written consent;

3) Require the lessor to concurrently provide us with a copy of any written notices (whether of default or otherwise) to Franchisee under the lease and give us the right to cure any default if we so choose; within fifteen (15) days following the expiration of the Franchisee's cure period under the lease;

4) Provide us with a right to take assignment and possession of the Business, without the lessor's consent or any additional consideration. If we exercise this right and Franchisee is in good standing, we'll sign a sublease with Franchisee for the same rent Franchisee is paying. In any case, we won't have any liability for any obligations incurred prior to our occupancy. Franchisee and its PC (if applicable) agrees to take whatever actions are necessary to accomplish such assignment and will when signing this Franchise Agreement, also sign the Collateral Assignment of Lease attached as Schedule 7. If Franchisee loses lease rights to the site in connection with any bankruptcy, the lessor will, on our request, enter into a new lease with us on essentially the same terms as the terminated lease;

5) Provide that the lessor consents to the use of the Marks, trade dress and other aspects of the System, as modified from time-to-time, and give us the right to enter the premises during normal business hours for purposes of inspection, to take steps to protect the Marks and trade dress and/or prevent/cure any default.

6) Not contain any clause providing that if the Franchisee sells the assets of its Business, or the stock/membership units/partnership units of the Business, Franchisee must pay the landlord a certain percentage or a flat amount of the sale. Provided, that nothing in this sentence shall impair the Franchisee from entering into a lease that allows its landlord to impose a reasonable administrative fee for processing the assignment or sublease.

T. Development and Construction of the Clinic

Franchisee must select and employ licensed contractors reasonably acceptable to us for the complete build out and/or any leasehold improvements of the Clinic. Franchisee is solely responsible for the selection and work of any contractor selected and/or employed by Franchisee, even if referred by us, and for the preparation of working drawings necessary to complete construction and/or build out at the Approved Location. Franchisee will be provided with mandatory requirements and specifications (interior and exterior) for the build out of the Clinic which includes specifications for Clinic layout, storage, furnishings, fixtures, décor and signage. We may if needed, review Franchisee's final set of drawings and plans prior to implementation. Such drawings, plans and specifications are subject to alteration as may be necessary in our sole discretion and Franchisee must be in full and strict compliance with plans and specifications approved by us. Franchisee is responsible for the cost and installation of all build out specifications. We reserve the right to receive rebates, commissions or other forms of consideration from designated or approved vendors and suppliers involved in the construction or fixturing of the Clinic and to use such rebates, commissions or other consideration in any way we deem appropriate in our sole discretion, without obligation to share or remit any portion of such rebates, commissions or other consideration to Franchisee.

We would expect that Franchisee's site will need minimal construction improvements, if any. Costs may vary widely depending on such factors as property location, climate, the condition of the property and the extent of alterations required for the property. Franchisee shall be responsible for obtaining all zoning classifications, clearances, permits and certifications which may be required by state or local laws, ordinances or regulations or which may be necessary or advisable owing to any restrictive covenants relating to Franchisee's location. After having obtained such approvals and clearances, Franchisee shall submit to us, for our approval, final plans for construction based upon the preliminary plans and specifications. Once approved by us, such final plans shall not thereafter be changed or modified without the prior written permission of us. Any such change made without our prior written permission may be considered a material default under this Agreement and we may withhold our authorization to open the Business until the unauthorized change is rectified (or reversed) to our reasonable satisfaction.

Franchisee shall comply with all federal, state and local laws, codes and regulations, including without limitation, the applicable provisions of the ADA regarding the construction, design and operation of the Clinic. If Franchisee receives any complaint, claim or other notice alleging a failure to comply with the ADA or other law or regulation related to health or safety, Franchisee agrees that it shall provide us with a copy of such notice within five (5) days after receipt thereof.

Except as provided in Section IX.B of this Agreement, Franchisee shall construct, furnish and open the Business according to the requirements contained herein, and Franchisee shall open its Business no later than one hundred eighty (180) days from the Effective Date. Time is of the essence. Prior to opening for operation, Franchisee shall provide us with evidence of lien-free completion of all work (including, without limitation, any and all mechanic liens) and to comply with all pre-opening requirements set forth in this Agreement (including without limitation those with respect to the grand opening advertising program), the Operations Manual, and/or elsewhere in writing by us.

Franchisee and its PC (if applicable) shall not open the Business for operation until we have determined that all construction has been substantially completed, and that such construction conforms to our standards including, but not limited to: materials, quality of work, equipment, furnishings, fixtures, signage, decor, paint and we have given Franchisee written approval to open, which approval shall not be unreasonably withheld. Our approval to open the Clinic does not constitute a waiver of our right to require Franchisee to conform the Clinic to our standards.

U. Training

Prior to Franchisee's opening of the Business for operation, Franchisee, its Owners and/or Office Manager shall complete to our satisfaction our self-study program and our six (6) day initial training program as required by this Agreement no earlier than sixty (60) days prior to the date Franchisee either starts: collecting any package fees, any type of fees for Services; selling Products or anticipates opening the Clinic for operation (whichever comes first). We may, at any time, discontinue the training program and decline to certify Franchisee, any Owner or Office Manager who fail to demonstrate an understanding that is acceptable to us. If Franchisee or its Owner or Office Manager's training is discontinued by us, Franchisee shall have thirty (30) days to present an alternative acceptable candidate for management training to us. If Franchisee's new candidate does not adequately complete the initial training program, then we shall have the option of terminating this Agreement. We shall provide instructors, training materials for all required training programs; and Franchisee shall be responsible for all other expenses incurred in connection with the any training program, including, without limitation, the cost of transportation, lodging, meals, and wages.

V. Ongoing Training and Support.

Franchisee will have access to our personnel for questions, ongoing training and support by phone and e-mail during regular business hours (Eastern Time Zone). We will continue to consult with and advise Franchisee on administrative and management matters and provide a dedicated phone line to all our franchisees, free of charge, to answer any questions from Franchisee or its staff (Section XX.A of this Agreement); provide the Manual in addition to vendor, supplier, product, equipment, marketing and operational updates as they become available; review advertising, equipment, product, vendor and/or supplier approval requests; and administer the System Brand Fund.

## XIII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO INSURANCE

A. Overall Coverage Required

Before Franchisee opens its Business, Franchisee must purchase insurance coverage from a responsible carrier with a performance rating of A or higher as rated in the most recent edition of Best Insurance Reports (or comparable criteria as we may specify Franchisee must maintain such insurance throughout the duration of the initial term of the Franchise Agreement and any renewal terms. Franchisee will procure and maintain general liability, product liability (covers Franchisee for damages that result in injury from products that Franchisee distributes) with minimum policy limits of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate in addition to property and casualty insurance with a minimum policy limit of one million dollars ($1,000,000) or in amounts specified by us. In addition, Franchisee must also procure and maintain professional liability insurance (malpractice insurance) with minimum policy limits of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate or ensure its PC procure and maintain such insurance (if applicable). Franchisee must also procure and maintain "All Risks" or "Special Form" insurance (coverage for the full cost of replacement of the premises and all other property); employer's liability insurance and business interruption insurance to fully insure loss of earnings for a period of one-hundred and eighty (180) days or longer as we may specify. Franchisee must also to procure and maintain statutory workers' compensation insurance with limits of greater than one hundred thousand dollars ($100,000) or the minimum limits required by law. Each insurance policy that we require under this Agreement must contain a provision that the policy cannot be canceled without thirty (30) days' written notice to us.

For any construction, renovation, refurbishment or remodeling of the Clinic, Franchisee may be required to ensure that the general contractor maintain, with an approved insurer, commercial general liability insurance (with comprehensive automobile liability coverage for both owned and non-owned vehicles, builders' risk and independent contractor's coverage) with limits of no less than one million dollars ($1,000,000) per claim, naming Franchisee, us and our affiliates as additional insureds, as their interests may appear, together with workers' compensation and employer's liability insurance as required by law. It is Franchisee's responsibility to obtain certificates of insurance from the contractor prior to the initiation of any construction.

To the extent available, we may require Franchisee to obtain sexual abuse and molestation insurance, employment practices liability insurance, employee dishonesty insurance, cyber liability insurance, automobile liability insurance with coverage of owned and hired vehicles with minimum coverage in amounts not less than one hundred thousand dollars ($100,000) combined single limit for bodily and property damage (or what is in accordance with Franchisee's state guidelines) as well as other disability benefits type of insurance as may be required by the statute or rule of each state, with policy limits of one million dollars ($1,000,000) or in the amount we specify.

All insurance policies will name Franchisee and its PC (when applicable) as certificate holder and us and our affiliates as an additional named insured with waiver of subrogation by Franchisee and its PC (if applicable) for our benefit. We may establish minimum standards for coverage to be met by underwriters for insurance. Before beginning operations, Franchisee will obtain and ensure its PC obtain (if applicable) any other liability insurance required by law, provide us with certificates of insurance and a complete copy of all insurance policies within ten (10) days of issuance, and maintain all required insurance during the term of this Agreement. Franchisee shall also furnish us with certificates and endorsements evidencing insurance coverage within ten (10) days after each of the following events (i) at all policy renewal periods, no less often than annually and (ii) at all instances of any change to, addition to or replacement of any insurance. Lapses, alterations, or cancellations require immediate notice to us and shall, in our sole discretion, be deemed an immediate material breach of this Agreement as set forth in Section XXIII.C. We may change these insurance requirements on reasonable notice to Franchisee.

Franchisee's and its PC's (if applicable) insurance will cover all claims for injury, damage and death or otherwise, arising directly or indirectly out of the Franchised Business.

Franchisee shall notify us immediately in writing of the occurrence of any material event that does or could give rise to an insurable claim by Franchisee, its PC (if applicable) or the Franchised Business, and no later than the date on which Franchisee notifies its insurance carrier.

We reserve the right to change or modify (including increasing) the required minimum coverage limits. We make no representation or warranty to Franchisee that the amount of insurance to be carried by Franchisee under the terms of this Agreement is adequate to fully protect Franchisee's or its PC's (if applicable) interest. If Franchisee or its PC (if applicable) believes that the amount of any such insurance is insufficient, Franchisee and its PC (if applicable) is encouraged to obtain, at its sole cost and expense, such additional insurance as it may deem desirable or adequate. Franchisee agrees and must ensure its PC agrees (if applicable) to seek the advice of its insurance advisor regarding the appropriate types of coverage and coverage limits Franchisee and its PC (if applicable) may need to sufficiently protect its Business. Franchisee acknowledges and must ensure its PC acknowledges (if applicable) that we shall not, by the fact of approving, disapproving, waiving, accepting, or obtaining any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of such insurance, the solvency of any insurance companies or the payment or defense of any lawsuit in connection with such insurance coverage, and Franchisee hereby expressly assumes and must ensure its PC expressly assumes (if applicable) full responsibility therefore and all liability, if any, with respect thereto.

Franchisee's and its PC's (if applicable) compliance with insurance requirements shall not relieve Franchisee or its PC (if applicable) of its liability under the indemnity provisions of this Agreement, Section XVIII. Obligations to maintain insurance coverage will not be affected by reason of any separate insurance maintained by us, nor will the maintenance of such insurance relieve Franchisee of any obligations under this Agreement.

Franchisee shall also acquire tenant's liability insurance (if applicable); any other insurance required by the state or locality in which the Business is located and operated, in such amounts as required by statute; and other insurance coverage, as we or the landlord may reasonably require.

Franchisee shall furnish us with certified copies of each of the insurance policies described above prior to when its Business is deemed open for operation as described in Section X.A of this Agreement.

## XIV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO ACCOUNTING AND RECORDS

### A. Bookkeeping, Accounting and Records

Franchisee acknowledges that the maintenance of accurate financial records and the preparation of financial statements on a timely basis is essential to the efficient operation of the Business. If Franchisee is not qualified to maintain accurate financial records, in our reasonable determination, Franchisee agrees to hire a qualified bookkeeper who will maintain the financial records of the Business and who will attend to the bookkeeping for the Business not less once every two (2) weeks for that purpose.

Franchisee shall maintain during the term of this Agreement, and shall preserve for a minimum of seven (7) years, full, complete accurate records of sales, payroll, accounts payable and accounts receivable in accordance with the standard accounting system described by us in the Operations Manual or otherwise specified in writing. Franchisee will keep its books and records related to the Business separate from any other business owned by Franchisee, its PC (if applicable) or its principals. Any such separate business will be conducted by a separate entity.

Franchisee will provide us with all hard copy and digital copies of reports we prescribe on or before the fifth ($5^{th}$) day of each month or daily or as we require. Franchisee will deliver or provide electronic access to business records (we will have independent access to all information that is compliant with HIPAA guidelines that Franchisee and its PC (if applicable) stores in any computer, laptop, tablet or software), including an itemized report of gross revenue for the prior period on a form we prescribe, which will include payment for that periods' or months' fees due, and may include, to the extent that we require:

1. Franchisee's and its PC's (if applicable) profit and loss statements, payroll records, certification or records of Gross Revenue (as defined in Section X.A) vendor summary reports and report of account receivables for the month, week, day or period reported; and/or

2. Copies of any invoices with updated client information in any format we specify (all client information provided will not violate HIPAA compliance regulations);

3. Copies of all invoices for purchases of equipment, products and supplies;

4. Copies of Franchisee's and its PC's (if applicable) most recent sales tax report and/or sales tax return;

5. Copies of all inspections for the Business form governmental agencies;

6. Copies of all merchant account printouts received from Franchisee's and its PC's (if applicable) merchant account banking provider (i.e. records of credit and debit card transactions);

7. Copies of all bank deposits, and bank deposit records made by the Franchisee and its PC (if applicable); and

8. A complete list of all clients, their email addresses, physical addresses and telephone numbers, who: have canceled or terminated Service, filed a complaint (internally or with governmental or with third parties such as the Better Business Bureau or medical board) or sought any type of refund during the preceding month, by the fifth ($5^{th}$) day of each month.

Franchisee acknowledges and agrees and must ensure its PC acknowledges and agrees (if applicable) that we, at all times during and after termination, expiration or cancellation of this Agreement, have the right to access (electronically or otherwise) all Business Records of the Business. We may use, transfer, copy or analyze such Business Records as we determine in our sole discretion to be in the best interest of the System. For purposes of this Agreement, "Business

Records" means all records, documents, insurance policies, databases and the like (whether in print, electronic or other form), including all names, addresses, phone numbers, email addresses of clients (access to client records that will not violate HIPAA compliance regulations), contracts, purchase agreements, vendor and/or supplier records and all other records contained in databases created and maintained by Franchisee and its PC (if applicable) pertaining to the management and operation of a The IV Hub™ Wellness business, including but not limited to employees, vendors and other professionals related to the Business.

Franchisee and its PC (if applicable) will be required by us to obtain and use specific software, including, without limitation, a license to use our Software (if developed by us) or third-party software from any of our vendors in accordance with Section XII.I of this Agreement and the Operations Manual. Franchisee agrees and must ensure its PC agrees (if applicable) to pay all costs in connection with obtaining, maintaining, upgrading, etc. all technology items, software and other systems (upgrades, maintenance and support for our Software (if developed) will be provided by us as described in Section XX.I). We have the right to charge a reasonable fee for any additional licenses, modification, maintenance and/or support of Software (if developed) that we may license to Franchisee and other products and services that we may furnish to Franchisee and its PC (if applicable) related to its technology items and other systems.

Franchisee will and ensure its PC will (if applicable) adopt a fiscal year as designated by us and prepare all financial reports in accordance with U.S. generally accepted accounting principles, consistently applied. Franchisee must periodically deliver to us accounting, tax and other information or copies of documents, as we request.

B. Franchisor's Right to Audit

We or our agents may enter the Franchisee's location to examine or audit Franchisee's business at any time without notice. We will examine, inspect or audit Franchisee's database and Business Records, which records will include, but will not be limited to: payroll records, ledgers, sales reports, timecards, check stubs, bank deposits, bank statements, merchant account printouts, receipts, sales tax records and returns, payroll tax records, insurance policies and other documents. We will bear the cost of the audit, provided however, if Franchisee fails to report as required or understates Gross Revenue by two percent (2%) or more for any reported time period, then Franchisee will pay the audit costs in addition to amounts owned to us plus interest at eighteen percent (18%) per annum (1.5% per month) for all understated Gross Revenues or the maximum rate allowed by the laws of the state in which Franchisee's business is located as specified in the Operations Manual. Franchisee will immediately pay us all sums owed. The foregoing remedies shall be in addition to any other remedies we may have pursuant to this Agreement and as provided at law and in equity.

In addition to the cost of the audit described above, Franchisee shall reimburse us for any and all costs and expenses relating to the inspection (including, without limitation, travel, lodging and wage expenses and reasonable accounting and legal costs), and, at our discretion, submit audited financial statements prepared, at Franchisee's expense, by an independent certified public accountant satisfactory to us. If an inspection discloses an understatement in any payment to us of two percent (2%) or more, twice within any two (2) year period, such act or omission shall constitute grounds for immediate termination of this Agreement, as set forth in Section XXIII.C.

The foregoing remedies shall be in addition to any other remedies we may have pursuant to this Agreement and as provided at law and in equity.

C. Method of Payment

All payments Franchisee makes to us will be by any method we specify, including cash, check, certified check, money order, credit card, automatic pre-authorized payment plan, Internet, or electronic funds transfer (as described in Section X.D of this Agreement). All payments to us and dollar amounts stated in this Agreement are in United States dollars unless otherwise expressed. Notwithstanding any other provision in this Agreement to the contrary, in the event the United States currency is redeemed, renominated or another currency is issued in its place the new currency will be required. If a conversion of royalties or other payments from another currency is made, the conversion shall be made as of the date the payment is due, or the date the payment is actually made, whichever is more beneficial to us. Franchisee is responsible for any fees associated with payment methods other than cash, check or electronic transfer.

D. Submission of Financial Statements

Franchisee will provide us with a copy of annual financial statements for the Business including a profit and loss statement and a balance sheet and containing complete notes and disclosures. Such statements will be prepared in accordance with U.S. Generally Accepted Accounting Principles ("GAAP"), by an independent accountant, and will be delivered to us within ninety (90) days after Franchisee's fiscal year end.

E. Disclosure of Financial Statements

Franchisee hereby grants us permission to release to Franchisee's lenders or prospective lenders and to our purchasers or prospective resell purchasers, any financial and operational information relating to Franchisee and/or the Business; however, we have no obligation to do so. Should we have acquired Franchisee's business and intend to sell it to a prospective franchisee, we may show such buyer Franchisee's financial statements and related information.

Franchisee also authorizes us to make reasonable inquiries of Franchisee's bank, suppliers and creditors concerning the Business and hereby directs such persons and companies to provide to us such information and copies of documents pertaining to the Business as we may request.

## XV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO USES OF NAMES AND MARKS

A. Names and Marks are Licensed by Franchisor

We warrant with respect to the proprietary Names and Marks that:

1. Pursuant to a License Agreement between us and Pro Health Concierge Nursing and Patient Advocates, LLC, we have been granted the exclusive right to use the Names and Marks to establish The IV Hub™ Wellness franchises in the United States.

2. We are taking and will take such steps as are reasonably necessary to preserve and protect the ownership and validity of such Names and Marks; and

3. Franchisee acknowledges that there may be third party pre-existing users or applicants/registrants of trademarks, trade names, or business names similar to the Marks. We and Franchisee shall investigate such use, applications, or registrations, if any, and we shall in our sole discretion decide on the appropriate action to be taken. Any unsuccessful challenge made by us shall not constitute a ground for the termination of this Agreement. In the event we determine in our sole judgment that challenging any such third party's use of the Marks will not likely be successful, or would not be economically feasible to achieve, or if Franchisee and its PC (if applicable) shall be required to cease using the Marks (or any of them) by court order, or as a result of any settlement of any such trademark claim by a prior registrant or any pre-existing user, or any other such trademark claim, or if we shall deem it necessary or appropriate to change the name of the Franchise in order to mitigate any potential exposure or damages arising under any trademark claim, Franchisee and its PC (if applicable) shall will promptly change the name of its Business, and thereafter utilize an alternative name established by us. We shall not otherwise be liable for any losses or any consequential damages, incidental damage, exemplary damages, special damages, including lost future profits, resulting from or arising out of any trademark, service mark, and/or unfair competition claim(s). We shall have no obligation to reimburse the Franchisee or its PC (if applicable) for any costs, causes of action, damages, demands, expenses, fines, liabilities, or penalties, arising out of such a trademark, service mark, logo or trade name change.

4. We will use and permit Franchisee, its PC (if applicable) and other franchisees to use the Marks in compliance with the System and standards attendant thereto and contained in the Operations Manual as well as our policy statements, which underlie the goodwill associated with and symbolized by the Marks.

B. Franchisee is Licensed to Use Names and Marks

With respect to Franchisee's franchised use of the Names and Marks pursuant to this Agreement, Franchisee agrees that:

1. Franchisee shall and ensure its PC (if applicable): (i) use only the Names and Marks as are approved in writing by us for Franchisee's and its PC's use, (ii) use them only in the manner authorized and permitted by us, and (iii) acknowledge that in any use whatsoever of the Names and Marks that the Names and Marks are identified as being registered to or owned by Pro Health Concierge Nursing and Patient Advocates, LLC with exclusive rights given to us;

2. Franchisee shall and ensure its PC (if applicable) use the Names and Marks only in connection with the operation of the Business and in advertising for the Business conducted at or from the Franchisee's web page and Accepted Location;

3. Franchisee shall use and display and subsequently ensure its PC uses and displays (if applicable), as we may require in the operation of the Business, a notice in the form approved by us indicating that the Business is a "Franchise" of The IV Hub™ Wellness and that the Names and Marks are used by Franchisee under such Franchise. Franchisee must indicate to third parties that it is "independently owned and operated" Franchisee uses them under a license;

4. Unless otherwise authorized or required by us, Franchisee and its PC (if applicable) shall operate and advertise the Business under the Name and Mark "The IV Hub™ Wellness";

5. Franchisee's right to use the Names and Marks is limited to such usages as are authorized under this Agreement, and any unauthorized use shall constitute an infringement of our rights and material breach of this Agreement;

6. Franchisee must obtain our approval for any use of any item of printed or digital material of any kind bearing any of the Names and Marks, unless we supplied the item. We shall approve or deny Franchisee's request, which approval is at our sole discretion, within thirty (30) days of receipt of Franchisee's written request. If we fail to respond to Franchisee's request within said thirty (30) day period, Franchisee's request shall be deemed denied and therefore Franchisee and its PC (if applicable) cannot use such item or material. Franchisee shall use and ensure its PC uses (if applicable) such notices of trademark registrations and copyrights as we specify;

7. Franchisee shall not use and ensure its PC does not use (if applicable) the Names and Marks to incur any obligations or indebtedness on our behalf;

8. Franchisee shall not use and ensure its PC does not use (if applicable) the Names and Marks or any part thereof as part of its corporate or other legal name;

9. Franchisee shall not use and ensure its PC does not use (if applicable) the Names and Marks or any part thereof in any form on the Internet or any Website including but not limited to, addresses, domain names, URLs, links, metatags, locators and search techniques;

10. Franchisee shall comply and ensure its PC complies (if applicable) with our instructions in filing and maintaining the requisite trade name or fictitious name registration, and shall execute any documents deemed necessary by us or our counsel to obtain protection for our Names and Marks or to maintain their continued validity and enforceability; and

11. In the event any litigation involving the Names and Marks is instituted or threatened against Franchisee or its PC (if applicable), Franchisee shall promptly notify us and shall cooperate fully with us in defending such litigation. Franchisee agrees and must ensure its PC agrees (if applicable) to execute any and all instruments and documents, render such assistance, and do such acts or things as may be, in our sole opinion, reasonably necessary or advisable to protect and maintain the interests of

us or any other interested party in the Names and Marks. Other than what is stated in this Agreement, we are not obligated to protect Franchisee's or its PC's (if applicable) right to use the Marks or protect Franchisee or its PC (if applicable) against claims of infringement or unfair competition with respect to them and may direct Franchisee and subsequently its PC (if applicable) not to use the Marks or to change the Marks at Franchisee's and its PC's expense. We will control any and all such litigation, arbitration and mediation involving our Marks. Franchisee and its PC (if applicable) has no authority to institute any litigation, file an arbitration, or institute any request for mediation regarding our Marks, nor does the Franchisee or its PC (if applicable) have any authority to enter into any settlement negotiations. Although we are not contractually obligated to protect the Names and Marks or Franchise's and subsequently its PC's right to use them, as a matter of corporate policy, we intend to defend the Marks vigorously;

12. During the term of this Agreement and any renewal, Franchisee and its PC (if applicable) shall identify itself as the owner of the Business in conjunction with any use of the Names and Marks, including, but not limited to, on invoices, order forms, receipts and contracts, as well as at such conspicuous locations on the premises as we may designate in writing. The form and content of such identification shall comply with standards set forth in the Operations Manual; and

13. Franchisee further agrees and must ensure its PC (if applicable) to follow all of our level of service and quality standards that are inherent in our Names and Marks. Such level of service standards and quality standards are contained in the Operations Manual, as well as various policy statements issued by us, and may be changed from time to time at our sole discretion.

C. <u>Franchisee Will Not Challenge Our Rights in Its Use of the Names and Marks</u>

Franchisee agrees and acknowledges that:

1. As between the Parties hereto, Pro Health Concierge Nursing and Patient Advocates, LLC is the owner of all right, title, and interest in and to the Names and Marks and the goodwill associated with and symbolized by them;

2. The Names and Marks are valid and serve to identify the System and those who are franchised under the System;

3. Franchisee shall not and must ensure its PC does not (if applicable) directly or indirectly contest the validity or the ownership of the Names and Marks;

4. Franchisee's and its PC's (if applicable) use of the Names and Marks pursuant to this Agreement does not give Franchisee or its PC any ownership interest or other interest in or to the Names and Marks, except the non-exclusive Franchise granted herein;

5. Any goodwill arising from Franchisee's or its PC's (if applicable) use of the Names and Marks in its Business under the System shall inure solely and exclusively to

our benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's or its PC's use of the System or the Names and Marks;

6. We reserve the right to substitute different Names and Marks for use in identifying the System, the Business and other franchised businesses operating there under;

7. Franchisee hereby agrees to comply and ensure its PC complies (if applicable), at Franchisee's or its PC's expense, with any directions from us to discontinue, modify, substitute or add Names and Marks. We cannot and do not make any guaranty that a modification, discontinuance or otherwise will not be required for any reason. In such event, we have no liability to Franchisee or its PC (if applicable). Franchisee agrees and must ensure its PC agrees (if applicable) to make no claim in connection with any modification, discontinuance or other action, and/or with any dispute regarding the Names and Marks. There is always a possibility that there might be one or more businesses using a name and/or marks similar to us with superior rights. We will aggressively oppose any challenges to the Marks;

8. Franchisee hereby agrees and must ensure its PC agrees (if applicable) not to register or attempt to register the Names and Marks in Franchisee's or PC's name or that of any other firm, person, business, or corporation.

9. The right and license of the Names and Marks granted to Franchisee is nonexclusive, and we thus have and retain the rights, among others:

    a. To use the Names and Marks in connection with offering Services and selling Products (including equipment if we choose to do so in the future);

    b. To use the Names and Marks to market on the Internet, including all use of Websites, domain names, URL's, linking, advertising and co-branding arrangements. Franchisee or its PC (if applicable) may not establish a presence on the Internet except as we may specify and only with our prior written consent. We retain the right to approve any linking to or other use of our website or any other Website specific to our Services and Products;

    c. To grant other licenses for the Names and Marks, in addition to those licenses already granted to existing franchisees; and

    d. To develop and establish other systems using similar Names and Marks, or any other proprietary marks, and to grant licenses or franchises thereto at any location(s) whatsoever without providing any rights therein to Franchisee.

10. Franchisee understands and acknowledges that we have the unrestricted right to engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, in the production,

distribution and sale of Products (including equipment if we choose to sell equipment in the future) and/or Software bearing the Names and Marks licensed or other names or marks, including without limitation, products and equipment included as part of the System. Franchisee shall not under any circumstances engage in any wholesale trade or sale of System equipment, Products and/or Software for resale and/or independently act as an exclusive distributor for any third-party vendor or secure any exclusive rights for any System Products, equipment (if we choose to sell equipment in the future) and/or Software or non-System products, equipment or software without our written consent.

D. Ownership of Intellectual Property

Franchisee acknowledges that we are the exclusive owner of the intellectual property which includes the following: the Names and Marks (some by our license agreement from Pro Health Concierge Nursing and Patient Advocates, LLC), all Confidential Information, all intellectual property associated with the Names, Marks and the System, all vendor and supplier relationships, Employee and client lists and all relevant phone listings/addresses/URLs held by Franchisee and its PC (if applicable). Franchisee agrees and must ensure its PC agrees (if applicable) that Franchisee and its PC will not use these lists for any purpose other than in relation to the Franchised Business. Subject to applicable law, Franchisee will, on demand, promptly deliver to us a complete list of Franchisee's and its PC's (if applicable) clients, accounts, Employees including information we may request related to such clients (without violating HIPAA compliance regulations), accounts and Employees. The use of any or all such intellectual property shall not create in Franchisee, its PC (if applicable) its managing partners, members or shareholders title or interest in or to any of it except as expressly provided in this Agreement. Neither Franchisee, its PC (if applicable) nor any of its Owners shall directly or indirectly assert any right, title or interest in or to any of the Marks or any other part of the intellectual property other than as provided for in this Agreement. Franchisee acknowledges that we shall own all intellectual property rights to any materials provided to the Franchisee by us, or developed by the Franchisee or its PC (if applicable) pursuant to this Agreement. Such ownership rights shall be in all media, whether now known or hereinafter invented, by all means, methods and processes, including complete and entire interactive rights and rights to derivative works.

## XVI. SPECIFIC OBLIGATIONS OF THE FRANCHISEE RELATING TO CONFIDENTIALITY OF PROPRIETARY INFORMATION

A. Franchisee Shall Learn Proprietary Matters

Franchisee acknowledges that it will obtain knowledge of proprietary matters, techniques and business procedures of ours that are necessary and essential to the operation of the Franchise, without which Franchisee or its PC (if applicable) could not effectively and efficiently operate the Business, including, without limitation, knowledge regarding our: System, Services, Products specifications for equipment, products and supplies used; vendor and supplier relationships, build-out and design specifications, Software, advertising, promotional and marketing materials and strategies; administrative procedures of the Business and the Operations Manual. Franchisee further acknowledges that such proprietary information was not known to Franchisee prior to execution of this Agreement and that our methods are unique and novel to the System. Franchisee acknowledges that Confidential Information shall also include:

1. Persons, corporations or other entities, which are, have been or become franchisees of the System and any investors therein;

2. Any person or entity which is, has been or become clients of Business (without violating HIPAA compliance regulations);

3. The terms of and negotiations relating to past or current Franchise Agreements with respect to the System;

4. The administrative procedures and best practices of the System, which include but not limited to: how to secure and retain clients, how to educate and prescreen clients, how to implement our advertising, promotional and marketing strategies and materials; how to use third party software, our intranet system, website and social media; recommendations for managing Franchisee's Qualified Healthcare Professional and/or its PC; recommendations hiring and training Employees and best practices for billing, record keeping and efficiencies with all administrative tasks;

5. The economic and financial characteristics of the System and franchisees, including without limitation: pricing policies, profitability, earnings and losses and capital and debt structures;

6. The Services and Products offered to clients of a The IV Hub™ Wellness business, including, without limitation, the scope of services performed and services refused, as well as all future service and product development plans, marketing strategies; and

7. All documentation of the information listed in Sections XVI.A.1 through XVI.A.7 including, without limitation, our training program and Operations Manual. During the term of this Agreement and for a period of five (5) years, following the expiration or termination of this Agreement, Franchisee (including anyone related to Franchisee) agrees (and must also ensure its PC agrees) not to use, divulge, directly or indirectly, any Confidential Information, without our prior written consent. Nothing contained herein shall be construed so as to require Franchisee to divulge any secret processes, formulas, or the like.

B. Franchisee's Employees Will Not Disclose Confidential Information

Franchisee must keep our administrative, management and operational methods and strategies (confidential information found in the Manuals and other documents) and Manuals confidential and not disclose them except to Franchisee's Office Manager, Employees, agents and representatives, as those who must have access to it in order to operate a The IV Hub™ Wellness business. Franchisee is encouraged to follow all our security procedures, which include the execution and delivery to us of approved nondisclosure or non-competition agreement from its Office Manager and lead Qualified Healthcare Professional (if such lead Qualified Healthcare

Professional is someone other than the Franchisee, one of its Owners or its PC) within one week after they are hired. These agreements state that such person shall not during the course of his/her employment, representation, or agency with Franchisee, plus for a period of three (3) years thereafter, use, divulge, disclose or communicate, directly or indirectly, in any form or manner, to any person, firm or corporation, any of our Confidential Information.

The Operations Manual (and all other manuals, workbooks and materials) are and remain our exclusive property. We will loan Franchisee one copy (hard or electronic) for the term of this Agreement. Franchisee must return the Operations Manual (and/or destroy any electronic version of the Manual) to us at the termination or expiration of this Agreement for any reason, or at any other time at our request. The Operations Manual contains mandatory administrative and level of service standards in addition to recommended management and operating procedures that we prescribe for franchised businesses and contain information about Franchisee's other obligations under this Agreement. We may change or add to the Operations Manual to reflect changes in our image, specifications, and procedures and methods of operation, and will lend Franchisee copies of any changes or additions. However, we will not make any change that will change Franchisee's fundamental status and rights under this Agreement. Franchisee cannot and must ensure its PC does not (if applicable) copy any part of the Operations Manual (except for designated training sections), either physically or electronically. If Franchisee's copy of the Operations Manual is lost, destroyed or significantly damaged, Franchisee must replace the Operations Manual at its own expense as set forth in Section XX.G.

C. Relationship with Former Franchisees

Franchisee acknowledges that former franchisees (those whose franchise agreements have expired or have been terminated) are in a position to compete unfairly with Franchisee and/or other members of the System and to cause great injury to the reputation of the System and the Names and Marks. Franchisee therefore agrees as follows:

1. Franchisee will not and ensure its PC does not (if applicable) sell, loan, give or otherwise transfer or deliver to any former franchisee, or allow any former franchisees to copy or otherwise obtain, any Confidential Information; any advertising or promotional materials produced by us or which bear any of our Names and Marks; any other materials or publications of us, including, without limitation, the Operations Manual; any directory or roster of franchisees or approved vendors and suppliers, any other client lists or mailing lists pertaining in any way to the System; or any other information about the System, business or Confidential Information which is not available to the public.

2. Franchisee will not and ensure its PC does not (if applicable) refer prospective clients to any former franchisee.

3. Franchisee will not and ensure its PC does not (if applicable) notify or advise any former franchisee of, or in any other way assist any former franchisee in learning about, the date, time and place of any meetings of franchisees.

4. If Franchisee observes any former franchisee using any of our Names and Marks in any way, or utilizing a business facility (including on any vehicles) for which our Names and Marks and/or distinctive color scheme have not been completely obliterated, Franchisee shall immediately report such observations to us along with all details available to Franchisee.

5. Franchisee shall in general have no dealings with former franchisees and ensures that its PC understands not to have any dealing with former franchisees (if applicable).

6. The provisions of this Section XVI.C shall apply to Franchisee and subsequently responsible for communicating to its PC (if applicable) as soon as Franchisee is on notice of the expiration or termination of another franchise agreement. Franchisee shall be deemed to be on such notice when:

   i. Franchisee receives a new franchisee directory in which such franchisee does not appear; or

   ii. Franchise receives written notice from us that one or more particular franchise agreements have expired or a franchisee has been terminated.

D. Injunctive Relief is Available to Franchisor

Franchisee acknowledges that any failure to comply with the requirements of this Section XVI will cause us irreparable injury, and we shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements; Franchisee waives any requirements for the posting of any bond(s) relating thereto. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by us in obtaining specific performance of, or an injunction against, violation of requirements of this Section XVI. The foregoing remedies shall be in addition to any other legal or equitable remedies, which we may have.

E. Franchisor's Patent Rights and Copyrights

We do not own rights in or to any patents that are material to the Franchise at this time. However, we claim copyright protection for the Operations Manual and all related materials, Software (if developed), intranet, website and all training, promotional and marketing materials (including all photographs and videos), sales, advertising and operations materials. Such copyright protection and ownership shall extend to all media, whether now known or hereinafter invented, by all means, methods, and processes, whether now known or hereinafter invented, including rights to interactive works, and derivative works. Furthermore, we claim rights to certain trade secrets and Confidential Information as discussed above.

F. Franchisee Shall Not Contest the Franchisor's Ownership Right to Any Confidential Information, Trade Secrets, Patents or Copyrights

Franchisee expressly understands and acknowledges that:

1. We are the owner of all Confidential Information, trade secrets, copyrights and patent rights;

2. Franchisee shall not and ensure its PC does not (if applicable) directly or indirectly contest the validity or the ownership of our Confidential Information, trade secrets, copyrights, and patents;

3. Franchisee's use of our Confidential Information, trade secrets, copyrights, and patents does not give Franchisee or its PC (if appliable) any ownership interest or other interest in or to the Confidential Information, trade secrets, copyrights, and patents, except the nonexclusive Franchise granted herein;

4. Any goodwill arising from Franchisee's or its PC's (if applicable) use of our Confidential Information, trade secrets, copyrights and patents in its Business under the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount shall be assigned as attributable to any licensed Confidential Information, trade secrets, copyrights, and patents;

5. We reserve the right to substitute different Confidential Information, trade secrets, copyrights, and patents for use in operating and maintaining the System.

6. Franchisee hereby agrees to comply and must ensure its PC complies (if applicable), at Franchisee's and PC's expense, with any directions from us to discontinue, modify, substitute or add any new Confidential Information, trade secrets, copyrights and patents. We cannot and do not make any guaranty that a modification, discontinuance or otherwise will not be required for any reason. In such event, we have no liability to Franchisee or its PC (if applicable). Franchisee agrees and must ensure its PC agrees (if applicable) to make no claim in connection with any modification, discontinuance or other action, and/or with any dispute regarding any licensed Confidential Information, trade secrets, copyrights, and patents.

7. Franchisee hereby agrees and must ensure its PC agrees (if applicable) not to register or attempt to register any Confidential Information, trade secrets, copyrights, and patents in Franchisee's name or that of any other firm, person or corporation.

8. The right and license of the Confidential Information, trade secrets, copyrights and patents granted to Franchisee is nonexclusive, and we have and retain the rights, among others:

    a. To use the trade secrets, Confidential Information, patents and copyrights and itself in connection with offering Services and Products;

    b. To use the trade secrets, Confidential Information, copyrights, and patents to market on the Internet, including all use of Websites, domain names, URL's, linking, advertising and co-branding arrangements.

c. To grant other licenses for the trade secrets, Confidential Information, copyrights and patents, in addition to those licenses already granted to existing franchisees; and

d. To develop and establish other systems using similar trade secrets, Confidential Information, patents, and copyrights, and to grant licenses or franchises thereto at any location(s) whatsoever without providing any rights therein to Franchisee.

9. Franchisee understands and acknowledges that we have the unrestricted right to engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, in the production, distribution and sale of Products and equipment (if we choose to sell equipment in the future) bearing our trade secrets, Confidential Information, patents, and copyrights licensed, including without limitation, products and/or equipment included as part of the System.

## XVII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO TAXES, PERMITS AND LAWSUITS

A. Franchisee Must Notify Franchisor of Lawsuits

Franchisee shall notify us in writing within five (5) days of notice of the commencement of any action, suit, or proceeding against Franchisee (including if Franchisee, any of its Qualified Healthcare Professionals, PC (if applicable), any of its Owners are charged with or found guilty of a felony as defined in its state), and of the issuance of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which arises out of, concerns, or may affect the operation or financial condition of the Business, including, without limitation, any criminal action or proceedings brought by Franchisee against any of its Qualified Healthcare Professionals, PC (if applicable), Employees, clients, or other persons. The Franchisee shall give us advance written notice of Franchisee's intent to institute legal action against us, specifying the basis for such proposed action, and shall grant us thirty (30) days from receipt of said notice to cure the alleged act upon which such legal action is to be based.

B. Franchisee Must Pay Taxes Promptly

Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of any kind incurred by Franchisee in the conduct of the Business. Franchisee shall pay us an amount equal to any sales tax, gross receipts tax or similar tax imposed on us with respect to any payments to us required under this Agreement, unless tax is credited against income tax otherwise payable by us.

C. Franchisee May Contest Tax Assessments

In the event of any bona fide dispute as to any liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law. However, in no event shall

Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor to occur against the site of the Business, or any improvements thereon.

## XVIII. SPECIFIC OBLIGATION OF FRANCHISEE RELATING TO INDEMNIFICATION

Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee or its PC (if applicable) to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name or the name of any of our officers, owners, members, agents, directors, shareholders or employees. Franchisee further understands and agrees that we, and our officers, owners, members, agents, directors, shareholders and employees, shall in no event have or assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Franchisee or its PC's (if applicable) in its conduct of the Business or any claim or judgment arising there from against Franchisee or its PC (if applicable). Franchisee will be liable for any violation of this provision by the PC.

For the purposes of this indemnification, the terms "claim, loss or obligation" will include compensatory, exemplary or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts, judgments, compensation for damages to our reputation and goodwill; and all other costs associated with any of the foregoing claims, losses or obligations.

Franchisee shall and ensure its PC will (if applicable) defend, indemnify and hold us and our officers, directors, shareholders and employees harmless against all fines, suits, proceedings, claims (including but not limited to, any safety and security claims, claims of injury, claims of theft, claims arising as a result of the operation and/or maintenance of any equipment and/or vehicles, claims of neglect, abuse, death, vicarious or other liability), demands, actions, losses, damages, costs, expenses, fees (including legal fees, disbursements and related expenses), penalties and/or any other liability of any kind or nature, however arising, growing out of or otherwise connected with and/or related to any act, error and/or omission of Franchisee or its PC (including Franchisee's or its PC's ownership, operation, training of employees, management and/or operation of the Franchised Business) and/or any referral, service provider, supplier or other agent/independent contractor, employee of Franchisee's including acts, errors or omissions committed or incurred, negligent or intentional acts in connection with Franchisee's and its PC's (if applicable) management and operation of the Business and infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Confidential Information. This provision includes any liability arising from labor or employment law violations as well as any liability related to joint employer and harassment claims. This provision includes all claims as indicated above, of us, directly against Franchisee (without a third-party involvement) due to acts or omissions of Franchisee or its PC (if applicable) in which we suffer damages including but not limited to, harm to our goodwill and reputation. This provision includes any liability arising from any claims associated with federal, state or local privacy laws.

We will have the right to control all litigation, including selection and management of counsel, and defend and/or settle any claim, against and/or including us and/or our-related persons/entities, or affecting our and/or their interests with no obligation to Franchisee or its PC (if applicable) and without affecting our rights under this indemnity or otherwise. Franchisee and its PC (if applicable) may appoint separate independent counsel to represent Franchisee's and PC's (if applicable) interest in such suits, proceedings, claims, etc., all at Franchisee's and its PC's expense. Franchisee's indemnification obligations survive the termination or expiration of this Agreement.

## XIX. MISCELLANEOUS COVENANTS OF FRANCHISEE

### A. Covenants are Independent

The Parties agree that each covenant herein shall be construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Agreement is held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which we are a party, Franchisee 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 resultant covenant were separately stated in and made a part of this Agreement.

### B. Franchisee's Principals

The term "Franchisee's Principals" shall include, collectively and individually, Franchisee's spouse, if Franchisee is an entity, all managing partners, general partners, members, managers, shareholders officers, directors, and other operational personnel whom we designate as Franchisee's Principals and all holders of an ownership interest in any entity directly or indirectly controlling Franchisee, and any other person or entity controlling, controlled by or under common control with Franchisee. The initial Franchisee's Principals shall be listed on Schedule 6 of this Agreement.

### C. Franchisee Will Not Compete Against Franchisor

Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training, our Confidential Information and our System.

Franchisee agrees that, except as otherwise approved in writing by us, Franchisee shall not, during the term of this Agreement and for a period of two (2) years from the date of (i) a transfer permitted under this Agreement; (ii) the expiration or termination of this Agreement (regardless of the cause for termination); or (iii) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section XIX.C, either directly or indirectly for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity, own, maintain, operate, engage in, be employed by, consult with or have any interest in any type of business using any aspect of the System, The IV Hub™ Wellness Business concept, with similar Services and/or Products (Franchisee is not prohibited from practicing medicine or working in the healthcare or medical industry however cannot be associated with any type of business that uses or offers any similar aspect of our System or that which characterizes a The IV Hub™ Wellness business) within a ten (10) mile radius of the Accepted Location designated hereunder, or within a ten (10) mile radius of any other System franchise or company-owned business in existence or planned as of the time of termination or expiration of this Agreement, as identified in the Franchise Disclosure Document in effect as of the date of expiration or termination of this

Agreement. For purpose of clarification, Franchisee may not, during the term of this Agreement, operate a competing business anywhere.

The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in other jurisdictions, or the enforceability of the remainder of this Agreement. This covenant not to compete is given in part in specific consideration for access to trade secrets provided as a part of our training or ongoing support programs. In any jurisdiction in which the covenant contained in this Section XIX or any part of it is deemed not enforceable in whole or in part, Franchisee hereby grants us an option to purchase Franchisee's Business on expiration or termination of this Agreement. Upon the purchase of Franchisee's Business, Franchisee will deliver to us a list of these Assets (as described in Section XXIV.G). All of Franchisee's post termination obligations under this Agreement and by law remain in effect on termination or expiration of this Agreement.

D. Exception to Covenant Not to Compete

Section XIX.C hereof shall not apply to ownership by Franchisee or any of its Owners of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation. As used in this Agreement the term "publicly-held corporation" shall be deemed to refer to a corporation which has securities that have been registered under the Federal Securities Exchange Act of 1934.

E. Franchisee Will Not Divert Business

During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, Franchisee agrees that it will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

1. Solicit, service, sell or attempt to divert business directly or indirectly to any competitor by direct or indirect inducement or otherwise, or of any of the clients of its Business subject to applicable law or any other franchisees including company-owned businesses under The IV Hub™ Wellness business with which or with whom Franchisee has had contact during the term of this Agreement to any competitor by direct or indirect inducement or otherwise; or

2. Do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Names and Marks or the System or both.

F. Franchisor Is Entitled to Injunctive Relief

In addition to any and all other remedies and damages to which it is entitled, in order to protect our Names and Marks, Services, Products, Confidential Information, proprietary materials and rights, and goodwill, we may seek a permanent injunction and the preliminary or temporary equitable relief we deem necessary, to restrain the violation of this Agreement by Franchisee, its PC or any persons, parties, and entities acting for Franchisee. Franchisee agrees that we may obtain the injunctive relief and enter it in any court or arbitration forum that we deem appropriate.

In recognition of the difficulty in determining on an expedited basis the value of, and the necessity of us to avoid irreparable harm and to protect, our Names and Marks, Services, Products, Confidential Information, proprietary materials and rights, and goodwill, Franchisee waives, to the extent permitted by law, the right to interpose the defense that we have an adequate remedy at law. Franchisee further waives any requirement that we post a bond or other security, to the extent permitted by law.

G. Covenants Are Enforceable Independent of Claims

Franchisee expressly agrees that the existence of any claim it may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants of this Section XIX.

Franchisee agrees to pay all damages, costs and expenses (including reasonable attorney's fees) incurred by us in connection with the enforcement of this Section XIX. Franchisee further agrees that we shall be entitled to set off any amounts owed by us to Franchisee against any loss or damage to us resulting from Franchisee's breach of this Section XIX.

H. Disclosure of Contact Information in FDD

Franchisee acknowledges that its contact information will be included in our Franchise Disclosure Document in the future, as required by Massachusetts and other state agencies and the Federal Trade Commission, and that such inclusion may result in prospective franchisees contacting Franchisee.

## XX. OBLIGATIONS OF THE FRANCHISOR: SUPERVISION, ASSISTANCE AND SERVICES

We will provide the Franchisee with the following assistance and services:

A. Training Programs

We will provide access to a self-study program (and related materials) that must be completed prior to attending our initial training program. We will provide Franchisee with our initial training program at our headquarters or another location of our choice. The initial training program will take place after Franchisee pays the Initial Franchisee Fee and after completing our self-study program and only after has obtained, partnered with or hired a Qualified Healthcare Professional and that person has all licenses and certifications as required by us and its state; or Franchisee has partnered with PC (if Franchisee is in a state that prohibits Franchisee from both managing and operating the Business as described in Sections I.A, XII.C, XII.F and XII.K). Such training must occur no earlier than sixty (60) days before Franchisee either starts collecting any type of package fee, any fees for Services, sells Products or opens the Clinic for operation, whichever comes first. We will provide a six (6) day initial training program without charge to Franchisee and for up to two additional individuals (total of three people), being Franchisee, any Owner and/or Office Manager or any combination thereof as designated by Franchisee. Franchisee will, however, be responsible for travel, accommodation and other costs for all its attendees. If Franchisee, its Owners or Office Manager fails to timely complete the initial training program to our satisfaction, Franchisee has the right to appoint another Office Manager to be trained by us at

Franchisee's expense and if the other Office Manager does not satisfactorily complete the training to our satisfaction, then we may terminate this Agreement as described in Section XXIII.C. Any Owner and/or Office Manager designated by Franchisee as a replacement must be trained within sixty (60) days of first employment according to our standards as outlined in the Operations Manual at Franchisee's cost as provided below. For a second or subsequent franchise, we will not be obligated to provide additional training to Franchisee. For Franchisee's second and subsequent Businesses, we can provide a ten (10) day training; however, Franchisee will be required to pay a fee for such training (which fee is up to two hundred fifty dollars ($250) per person per day) and Franchisee will be responsible for any travel, food and accommodation expenses for attending such training or the actual wages and travel expenses incurred by us if we go to Franchisee.

We may reasonably require Franchisee, its Owners and/or Office Manager to receive or attend and complete to our satisfaction additional or advanced training from time to time. Franchisee may be required to pay a fee for such training at our actual cost of up to two hundred and fifty dollars ($250) per person per day. Franchisee must also pay travel, food, and accommodations and all other related expenses. We will attempt to use distance learning techniques where possible, to minimize these costs.

Depending on availability, we may provide additional training to Franchisee or its Owners and/or Office Manager at Franchisee's request. Franchisee may be required to pay us any additional costs over and above the additional training fees such as travel expenses we reasonably incur should training be held at Franchisee's Clinic. If additional training is held at our corporate headquarters, Franchisee will be responsible for our travel, accommodation and other related costs.

We offer training resources, such as our Operations Manual, to assist franchisees at their Business location. Franchisee acknowledges that its compliance with the Operations Manual is vitally important to us and other System franchisees and is necessary to protect our representation and the guidance of the Names and Mark and to maintain administrative and level of service standards throughout the System. However, while the Operations Manual is designed to protect our reputation and the good will of the Names and Marks the Operations Manual is not designed to control the day-to-day operation of the Business. Further, nothing in our initial training, training resources, Operations Manual or subsequent training shall be construed to interfere with Franchisee's Qualified Healthcare Professional or PC's (if applicable) independent medical judgment when treating clients. Franchisee shall give us not less than a thirty (30) day notice of when Franchisee is available for training program. Training dates must be mutually agreed upon by Franchisee and us.

i. We shall also offer additional training resources to the Franchisee to be determined by us, for the management, operation, advertising and promotion of the Business including refresher training programs, seminars, workshops, annual conference and/or information available through the intranet system for the benefit of the Franchisee and the Franchisee's employees. We may charge a reasonable fee for additional training if deemed appropriate (distinct from continuing education as described below) but not to exceed the additional training fee. Any and all traveling, living and other expenses incurred by the Franchisee or Franchisee's representatives attending our training shall be paid by Franchisee.

ii. We may conduct an annual conference at such place as shall be designated by us for all Franchisees but initially will most likely be at our headquarters. A registration fee for each participant may be required not to exceed one thousand dollars ($1,000) per person and Franchisee will be responsible for costs associated with attending the conference such as travel, food, accommodations and other expenses. We reserve the right to increase the fee a reasonable amount based on reasonable criteria.

iii. We may provide refresher or continuing education sessions "Continuing Education" through the phone, web based (webinars), video or at locations designated by us but most likely at our headquarters. Continuing Education sessions have a registration charge of up to two hundred and fifty dollars ($250) per person per day. Franchisee is responsible for costs associated with attending the meetings such as travel, room and board or our expenses (such as travel, room and board) if we provide such training at Franchisee's location. The training programs will normally not exceed one (1) day and we expect to have programs subject to special need. The content will cover particular aspects of the franchise including but not limited to: new services (including updates to all packages and bundles), products, programs, how to maintain our level of service standards, trends in the industry; administrative and operational guidelines, best practices for training employees, vendor and supplier updates, website and software developments, sales strategies, marketing, administration and so forth. We reserve the right to increase the per person per day fee a reasonable amount based on reasonable criteria.

We may, but are not obligated to, offer additional training resources to the Franchisee to be determined by us, for the management, operation, advertising and promotion of the Business which may include certification programs, seminars, workshops, annual convention and information available through our intranet system for the benefit of the Franchisee and its employees. After the completion of the initial training program, any additional training may be subject to a fee of up to two hundred and fifty dollars ($250) per person per day. Any and all traveling, living and other expenses incurred by the Franchisee or Franchisee's representatives or employees attending any training shall be paid by the Franchisee.

As part of the initial training program, we will provide Franchisee with: a written list of approved Services and Products Franchisee and its PC (if applicable) is required to offer; a written list of approved equipment, products, supplies and services (as described in Section XII.I) Franchisee and its PC (if applicable) is authorized to purchase and use; a written list of approved vendors and suppliers to purchase equipment, products, supplies and services from; specifications, strategies for purchasing equipment, products and supplies; specifications, maintenance and operation guidelines for all equipment and technology items (as described in Section XII.I); a written list of cleaning and level of service standards; recommended procedures for hiring and training Employees; access to our intranet system, specific management strategies, administrative standards and safety procedures; suggesting rates for Services and pricing for Products in addition to strategies for securing clients, advertising, marketing and promotional materials that have been developed by us (or our affiliates) and are necessary in the operation of each Business. We reserve the right, in our sole discretion, to add, modify, change or discontinue any Service or Product from time to time as specified in Sections XII.H and XII.I of this Agreement. Franchisee and its PC (if applicable) will be responsible for all costs associated with the administration of such changes.

We will provide Franchisee with any Software if developed. Basic training for the Software and other software programs necessary to manage and operate the Business will be provided as part of the initial franchise training program. In addition, we may provide technical support, ongoing assistance, consultation and upgrade requirements for Franchisee's technology items and third-party software programs. We will update and make changes to our Software, if developed, as we deem necessary. We will provide recommendations for other software programs necessary for the operation of the Business. All costs associated with installation, upgrading, protecting and maintaining the computers, laptops, tablets and all other software programs necessary for the operation of the Business are the sole responsibility of Franchisee and its PC (if applicable).

We will provide up to three (3) days of either pre-opening or grand opening assistance onsite at Franchisee's Clinic. Franchisee shall give us not less than thirty (30) days' notice of when Franchisee wants us to provide either the pre-opening or grand opening assistance. The dates for our visit for such assistance and guidance must be mutually agreed upon by us and Franchisee. Such onsite assistance and guidance shall be completed no earlier sixty (60) days prior to the opening date of the Clinic for operation and must be completed no later than ninety (90) days once the Clinic is open for operation. Any costs incurred by us in connection with either the pre-opening or grand opening assistance onsite at Franchisee's Business within the timeframe as described above will be paid by us. If Franchisee does not take advantage of this onsite assistance and guidance within the timeframe described above, then we are not obligated to provide such assistance to Franchisee without charging Franchisee for the actual wages and travel expenses incurred by us. For Franchisee's second and subsequent Businesses, we may provide the same pre-opening or grand opening supervision and assistance as described above; however, Franchisee will be responsible for actual wages and travel expenses incurred by us. In such circumstances where Franchisee is responsible for actual wages and travel expenses, we will provide Franchisee with invoices for amounts owed and we may require Franchisee to pre-pay all or a portion of the actual amounts incurred by us. Additional support requested by Franchisee will be subject to the training charges as described in Section XX.A.

We will provide additional guidance in the management and operation of The IV Hub™ Wellness Business and provide assistance to resolve administrative challenges Franchisee may encounter outside the scope of the Operations Manual. This guidance can be furnished in whatever manner we consider appropriate in our Business Judgment, including electronically via an intranet system, free of charge, to answer questions from Franchisee and its staff (during regular business hours Eastern Time Zone). Guidance may also be furnished in writing, telephonically, through training programs and/or onsite consultations, virtual training, among other methods. Onsite consultations are subject to additional training fees as mentioned above in addition to any and all travel, food, accommodations and other expenses incurred by us and shall be paid by Franchisee.

We may provide guidance to Franchisee in its efforts to obtain all licenses, permits, inspections and approvals required by governmental agencies to construct and operate the Business. Ultimately, however it is Franchisee's and its PC's (if applicable) responsibility and obligation to obtain and maintain all such licenses, certifications, permits registrations and approvals and all out-of-pocket costs associated with obtaining and maintaining such licenses, certifications, permits and approvals as described in Section XII.C of this Agreement.

We may, from time to time, provide to Franchisee, at Franchisee's expense, such advertising and promotional plans and materials for local advertising and may direct the discontinuance of such plans and materials, from time to time. All other advertising and promotional materials that Franchisee proposes to use must be reviewed and approved by us, pursuant to Section XII.L of this Agreement.

We may provide Franchisee with emails, text messages, announcements, memos, bulletins, brochures, manuals and reports, if any, as may from time to time be published by us or on our behalf regarding our plans, policies, developments and activities. In addition, we may provide such communication concerning Services, Products, third party software, industry developments and improvements to the management of the Business that we determine are relevant to the operation of the Business and communication with other franchisees by means of our intranet system. We may also establish a Franchisee elected peer group whose main purpose will be to mentor, support each other and regularly communicate to franchisees. We have the power to dissolve, merge, or change such peer advisory groups.

We shall provide guidance to Franchisee in establishing standardized accounting, record keeping, cost management and inventory tracking systems. We will also provide Franchisee with all update and upgrade requirements for its technology items and related software programs in response to changes in the Operations Manual or changes in our policies that are communicated to Franchisee in writing. The cost for such updates and/or upgrades is Franchisee's responsibility.

We will consult with Franchisee at no additional charge regarding policies, sales, marketing and administrative issues. Franchisee will also be able to send us questions and suggestions using email or the intranet system as described above and in Section XII.H of this Agreement.

All of our obligations under this Agreement shall benefit only the Franchisee, and no other party is entitled to rely on, enforce, benefit from or obtain relief for breach of such obligations, either directly or by subrogation.

B. Web Page

We will provide to Franchisee a The IV Hub™ Wellness URL or web page housed within the corporate website at no additional cost. Franchisee may customize parts of the web page with our approval however the look is to remain consistent as specified in the Operations Manual. Franchisee agrees and acknowledges that maintenance and any changes, edits or updates to the web page and/or any Website promotions over the Internet must be performed by us, our affiliates and/or approved vendors. Upon approval of Franchisee request, which must be submitted in writing, Franchisee is responsible for the cost of such changes. Franchisee or its PC (if applicable) may neither establish nor use any Website without our prior written approval and if such approval is granted Franchisee must comply with our requirements regarding discussing, advertising or disseminating any information on a Website, regarding the Business as described in Section VI of this Agreement. Such approval may be revoked at any time by us in our sole and absolute discretion. We shall own all copyright and other intellectual property rights to the web page, as well as the contents of the corporate website or any other Website upon expiration or termination of this Agreement as described in Section XXIV.E. This shall include ownership rights in all media, whether now known or hereinafter invented, by all means, methods, and processes, whether now known or hereinafter invented, including interactive rights and rights to derivate works.

C. Site Selection

Franchisee has the responsibility for selecting a site for the Business. If Franchisee is leasing a space for the Business, we must review and consent to the lease prior to the lease being signed. If the Franchisee is purchasing property, we must review and consent to the purchase contract prior to it being signed. We will review and accept or not accept the location of the Business and will not unreasonably withhold our acceptance. We shall have the right, but not the obligation, to inspect the Business prior to opening. Franchisee is also responsible for all lease negotiations.

We do not represent that we have any special expertise in selecting sites. Our acceptance of a site is not a representation or warranty that the Franchisee's Business will be profitable or that Franchisee's sales will attain any predetermined levels. Acceptance is intended only to indicate that the proposed site meets our minimum criteria for identifying sites. Franchisee agrees and Franchisee must ensure its PC understands and agrees (if applicable) that our acceptance or non-acceptance of a proposed site does not impose any liability on us.

D. Clinic Layout and Appearance

We will assist the Franchisee in the review of the layout and design of the Business prior to the Franchisee signing a lease or sublease. We will provide Franchisee with guidelines of the layout and design of its Clinic; however, Franchisee may need to hire its own architect, at its own expense, to create a complete set of drawings based on the facility size and local permitting requirements. We must review and accept Franchisee's architect's final plan (if applicable). We do not represent that we have any special expertise in approving Franchisee's final set of drawings. Our approval of Franchisee's architectural plans is not a representation or warranty that such plans will meet local permitting requirements or that such plans will not have to be revised or done over again in order to get final approval by local authorities. Approval is intended only to indicate that the Clinic layout meets our minimum criteria. Franchisee agrees that our approval or disapproval of Franchisee's architectural plans do not impose any liability on us. The costs of leasehold improvements, furnishings, fixtures, equipment, technology items, signage and décor for finishing out the Clinic are the responsibility of Franchisee and its PC (if applicable).

We will also make available to Franchisee, at no charge, and advise Franchisee with regards to design plans, floor plans and mandatory specifications for the construction and layout of the Clinic which includes the exterior and interior design. Franchisee acknowledges that such specifications shall not contain the requirements of any federal, state or local law, code or regulation (including without limitation those concerning the ADA or similar rules governing public accommodations or commercial facilities for persons with disabilities). Franchisee must adhere to all local zoning ordinances, regulations, fire, health and building codes, compliance with, all of which shall be Franchisee's responsibility and at Franchisee's expense. Franchisee shall adapt, at Franchisee's expense, standard plans and specifications for the Clinic, subject to our approval, as provided in Section XII.T of this Agreement, which will not be unreasonably withheld, provided that such plans and specifications conform to our general criteria.

Franchisee understands and acknowledges and Franchisee must ensure its PC understands and acknowledges (if applicable) that we have the right to modify the final set of drawings, architectural plans, floor plans, schematics and/or specifications as we deem appropriate, periodically (however we will not modify the final set of drawings, architectural plans, floor plans, schematics and/or specifications for the Clinic developed pursuant to this Agreement once those final set of drawings, architectural plans, floor plans, schematics and/or specifications have been accepted by us and given to Franchisee).

E. Hiring Employees

We will provide Franchisee with recommended guidelines when hiring Employees (defined in Section XII.F of this Agreement) for the Business, however it is it's the responsibility of Franchisees lead Qualified Healthcare Professional and/or PC (if applicable) to determine hiring guidelines for all healthcare professionals. The guidelines we provide to Franchisee for its Employees are provided for reference only and Franchisee acknowledges that it bears the sole responsibility for hiring, training and firing Employees. Further, Franchisee acknowledges that we are not responsible for and do not direct or control the conduct of Franchisee's Employees, it's Qualified Healthcare Professionals or its PC's respective employees (if applicable). Such recommendations and suggestions for Franchisee's Employees will be covered in the initial training program and also specified in the Operations Manual. Franchisee understands that such recommendations and suggestions will be updated and may change periodically at our discretion. Franchisee can negotiate any rate for its Employees. Franchisee may be provided with a recommended rate or wage schedule and may elect to use, subject to applicable laws, these rates or wages as a guide when hiring Employees. Franchisee acknowledges that we have made no guarantee or warranty that using such recommended or suggested rates or wages will enhance Franchisee's sales or profits. Rate or wage negotiations with Employees are the sole responsibility of the Franchisee. Franchisee acknowledges that it is fully responsible for hiring of all Employees and for managing such individuals on an on-going basis and its PC is fully responsible for hiring and managing its employees on an ongoing basis. Our input as to hiring and management of Franchisee's Employees are suggestions and guidelines which we believe are best practices, and except for specific requirements set forth in this Agreement or the Operations Manual, Franchisee is responsible for making all employee related decisions.

Failure of Franchisee to adhere to our guidelines and standards when hiring Employees, which may include the use of criminal background checks for all prospective Employees, may be considered a breach of this Agreement; and we may terminate, in our sole discretion the Agreement, except where the Franchisee has reasonable cause to deviate from our standards as described in Section XXIII.C of this Agreement.

F. No Warranties Other than in Writing

With respect to any equipment, products, supplies and/or services (as defined in Section XII.I) provided by us or our affiliates and/or any person/company referred/approved by us or our affiliates, other than specific written warranties expressly provided in connection with such items, such items are provided without any warranties, express or implied, the warranties of merchantability and suitability for a particular purpose being expressly disclaimed. In addition, we make no warranties regarding any open-source code contained in any software that we may provide to the Franchisee or its PC (if applicable). We do not warrant that any such software shall be free of bugs, viruses, worms, malware or ransomware.

We are not liable for any guarantee or warranty the Franchisee, its PC (if applicable), its Owners, Office Manager or Employees of the Franchisee makes to a client or to any third-party. Franchisee will ensure its PC will (if applicable) fully comply with any type of loyalty program, gift certificate, gift card and/or promotions that we may develop and implement. Franchisee will and ensure its PC will not misrepresent or omit or fail to state any warranty or guarantee if such programs are implemented.

G. Operations Manuals.

We will revise the Operations Manual and the contents of any other manuals and materials created or approved for use in the management and operation of the Business, from time to time as we deem necessary to improve on the methods of operations. Franchisee expressly agrees that each new or changed standard shall be deemed effective upon receipt by Franchisee or as specified in such standard. We will lend Franchisee the confidential Operations Manual for the initial training program or training program and if Franchisee satisfactorily completes such program, then for the term of this Agreement. If the copy of the Operations Manual loaned to Franchisee is lost, stolen or destroyed before Franchisee returns it to us, Franchisee must replace such manual at its own expense.

The Operations Manual is designed to protect the System and the Names and Marks associated with the System, and not to control the day-to-day operation of the Business. Franchisee at all times will remain responsible for the management and operation of the Business and all activities occurring at or associated with the Business. Neither the Operations Manual nor any other manuals yet to be created shall be construed to interfere with Franchisee's Qualified Healthcare Professional or its PC's (if applicable) independent medical judgment.

Franchisee shall at all times treat the Operations Manual, and any of our written directives, any business plans and specifications, and any other manuals created for or approved for use in the management and operation of a The IV Hub™ Wellness business, and any supplements thereto, and the information contained therein, in trust and as confidential information, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not and shall ensure its PC does not (if applicable) at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

The Operations Manual, written directives, other manuals and materials, and any other confidential communications provided or approved by us, shall at all times remain our sole property and shall at all times be kept and maintained in a secure place at the Clinic.

Franchisee shall at all times ensure that its copy of the Operations Manual is kept current and up-to-date; and, in the event of any dispute as to the contents of the Operations Manual, the master copy of the Operations Manual maintained by us at the corporate offices shall be controlling.

Any suggestions the Franchisee or its PC (if applicable) may have concerning the improvement of our website or Franchisee's web page, Services and Products offered, vendors, suppliers, administrative and level of service standards, advertising, promotional and marketing materials are encouraged and shall be considered by us when adopting or modifying such standards and specifications for the System.

H. Selecting Vendors

We will provide Franchisee a written list of approved vendors and suppliers that may include or be limited to us or our affiliates for all equipment, products, supplies and services (as described in Section XII.I) necessary for the operation of the Business. We will provide Franchisee with a list of all approved vendors and suppliers to purchase equipment, products, supplies and services from during the initial training program. Franchisee understands and must ensure its PC understands (if applicable) that such vendor lists will be updated and may change periodically at our discretion and Franchisee and its PC (if applicable) agrees to implement such updates at Franchisee's expense as described in Section XII.I of this Agreement. We will train Franchisee on strategies for purchasing such items during the initial training program. Franchisee will be required to submit in writing alternate vendors or suppliers to us for approval as described in Section XII.I of this Agreement. Franchisee acknowledges that we may receive royalties and/or other payments from some or all of the approved vendors.

I. Availability of Equipment, Products and Supplies

We will use commercially reasonable efforts to ensure that authorized vendors and suppliers, which may include or be limited to us and our affiliates, maintain a reasonable supply of equipment, products, supplies and services (as described in Section XII.I) for purchase by Franchisee and its PC (if applicable). We require that the Franchisee and its PC (if applicable) purchase such items from us, our affiliates or approved vendors and/or suppliers. We will provide Franchisee with a list of written specifications for such items along with a list of our approved vendors and Franchisee and its PC (if applicable) is responsible for acquiring all such items as they are necessary for the management and operation of the Business. All items that are provided by us will be competitively priced, taking into account equivalent quality and other reasonable considerations.

We reserve the right to establish rates for Services and suggested retail prices for Products from time to time based on competition or what is prevalent within the industry (as further described in Section XX.K). We shall publish inventory and Minimum Representation requirements in the Operations Manual and such requirements may be amended from time to time by us in our sole discretion.

We also reserve the right to implement a centralized purchasing system for franchisees and to negotiate prices and terms with vendors and suppliers and to receive rebates or other financial incentives from such purchases by franchisees. We may utilize such rebated funds in any manner we choose in our sole discretion as more fully described in Section X.B. We reserve the right to require franchisees to purchase all equipment, products, supplies and services through our proprietary intranet system.

J. Advertising and Promotion

We shall develop and provide creative materials that could be used for local and regional advertising at our expense and make such advertising and promotional materials available to our franchisees. Publication or distribution of such materials in the Franchisee's market area shall be at Franchisee's own expense. We will provide specific guidelines for advertising, marketing and promotions initiated by individual franchisees and shall reserve the right to disapprove any advertising, marketing and promotions, which, in our opinion, are not in accordance with our guidelines. However, no such approval shall be unreasonably withheld or denied. Immediately upon notification to do so, Franchisee shall discontinue any advertising that would, in our opinion, be detrimental to any franchisee or any part of the System or the Franchise.

K. Suggested Rates & Pricing for Services and Products

We shall provide Franchisee with guidance and suggested rates for Services and pricing for Products offered by our franchisees. Franchisee and its PC (if applicable) shall have the right to offer Services and sell Products approved by us at any rate or price Franchisee may determine, except that we reserve the right to establish minimum and maximum rates and/or pricing for any given Service or Product nationwide to the extent allowed by federal and state laws as explained in Sections XII.H and XII.I of this Agreement. Suggested rates and pricing for Services and Products may vary from region to region to the extent necessary in order to reflect differences in costs and other factors applicable to such regions. If Franchisee and its PC (if applicable) elects to offer any Service and/or Product at any rate or price recommended by us, Franchisee acknowledges and must ensure its PC acknowledges (if applicable) that we have made no guarantee or warranty that offering such Services or Products at the recommended rates and/or prices will enhance Franchisee's sales or profits.

We will provide Franchisee with recommended procedures for handling complaints in addition to a sample set of forms including contracts, waivers, client agreements, marketing materials and various operational forms Franchisee can choose to use in its Business. We do not warrant the completeness, legality or enforceability of any agreements or forms. Franchisee must retain its own counsel to review and revise such agreements and forms to comply with applicable federal and state laws. At our discretion, any and all forms used by Franchisee shall be subject to our review and approval and our decision of such approval will be provided within thirty (30) days after such forms are received by us.

We will continue to research and develop new Services, Products, programs, equipment and suppliers as we deem appropriate and in our sole discretion. We may conduct market research and testing to determine consumer trends and salability of new services, programs and products. If we select Franchisee, Franchisee can choose to participate in a market research program to test market new Services, Products or equipment in its Business and provide us with timely reports and other relevant information regarding that market research. If Franchisee and its PC (if applicable) participates in any test marketing, Franchisee agrees and must ensure its PC agrees (if applicable) to purchase, at Franchisee's and its PC's expense, a reasonable quantity of equipment, products or services being tested and to effectively promote and make a good faith effort to use, offer and/or sell them. Franchisee shall participate in and comply with all sales and promotional programs and/or product promotions established by us periodically.

L. Business Planning Assistance

After Franchisee signs this Agreement, we may review and comment on any business plan and pro forma financial projections Franchisee prepares. We do not represent that we have any special expertise in reviewing or developing business plans, or that any business plan developed by us will result in any profits, revenues, incomes, margins, or sales. Our review and commentary of a business plan or financial pro-forma is not a representation or warranty that Franchisee's business will be profitable, that Franchisee will earn any revenues, or that Franchisee's sales will attain any pre-determined sales levels. Our review and commentary is intended only to provide information sharing to Franchisee and Franchisee agrees that such review and commentary does not impose any liability on us. Franchisee specifically acknowledges that we have not reviewed or commented on any business plan or pro-forma prior to the Effective Date of this Agreement.

## XXI. VARYING STANDARDS

Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole and absolute discretion and as we may deem to be in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular Business or circumstance, business potential, demographics, density of population or trade area, existing business practices, or any other condition which we deem to be of importance to the successful operation of such Franchisee's Business. Franchisee shall not have any right to object to a variation from standard specifications and practices granted to any other franchisee and shall not be entitled to require us to grant to Franchisee a like or similar variation, unless the laws of the Franchisee's state expressly requires us to grant such similar variation.

Franchisee acknowledges that when we use the phrases "sole and absolute discretion," "sole discretion" and/or "Business Judgment," whether in this Agreement or another context, Franchisee and we agree that we have the wholly unrestricted right to make decisions and/or take (or refrain from taking) actions except that we will not do so arbitrarily. We shall use our judgment in exercising such discretion based on our assessment of the interests we consider appropriate and will not be required to consider Franchisee's individual interests or the interests of any other Franchisee(s). Franchisee, we and all other franchisees have a collective interest in working within a franchise system with the flexibility to adjust to business conditions, including but not limited to the competitive environment, new regulatory developments and emerging business opportunities. Therefore, Franchisee and we agree that the ultimate decision-making responsibility for the System must be vested in us. So long as we act in compliance with the requirements of this Agreement, we will have no liability for the exercise of our discretion in accordance with the provisions of this Agreement.

## XXII. RELOCATION, ASSIGNMENT, TRANSFER, SALE OR REPURCHASE OF FRANCHISED BUSINESS

A. Relocation

Any relocation (1) shall be to a location within the Territory (unless waived by us), (2) requires our prior written consent, which we may grant, condition or withhold in our Business Judgment (and may be withheld, in any case, if Franchisee is not in good standing), (3) will be at Franchisee's and its PC's (if applicable) sole expense and (4) may require that Franchisee (and each Owner) sign a general release.

B. General Requirements for Assignment by Franchisee

Franchisee shall not voluntarily or involuntarily transfer, sell, assign or encumber any interest in or ownership or control of Franchisee, the Franchised Business, and/or its assets, the Business or this Agreement (however Franchisee is allowed to transfer up to twenty percent (20%) of its shares or other ownership interests as described below), except in the ordinary course, of business, or make any lease or sublease of any property Franchisee is leasing or subleasing in connection with the Business, without our prior written consent. Any attempted sale, assignment or transfer of any interest in Franchisee, the Franchised Business, and/or its assets, the Business or this Agreement without our prior written consent will be a default under the terms of this Agreement, and will be voidable by us. In granting any such consent, we may impose reasonable conditions, including, without limitation, the following:

1. Franchisee must be in full compliance with the terms of this Franchise Agreement, including being paid in full on all fees due and having settled all outstanding accounts with us, our affiliates and all suppliers;

2. The proposed transferee (or its partners, members, managers, directors, officers, and its controlling shareholders or its Owners if it is an Entity) must meet our then-applicable standards;

3. The proposed transferee (or its owners if an Entity, managers, directors or officers) must either be a Qualified Healthcare Professional or partner with or hire a lead Qualified Healthcare Professional or a PC (if in a state that prohibits transferee from both managing and operating the Business); and must not operate a franchise or any type of license to operate any other type of business offering similar services and products similar to those offered by a The IV Hub™ Wellness business without our permission;

4. We shall charge a flat transfer fee of two thousand five hundred dollars ($2,500) to Franchisee when transferring a part of its Franchise Business (defined as up to 49% of the stock, membership units, partnership units or share of any business trust); or a flat transfer fee of ten thousand dollars ($10,000) when Franchisee transfers its entire Franchise Business (defined as 49% or more of the stock, membership units, partnership units or share of the business trust) upon our written consent (defined as all other transfers). The term "flat transfer fee" means that Franchisee shall pay this amount regardless of whether our actual cost to process the transfer is higher

or lower than such amount. The flat transfer fee will include, but not be limited to, reasonable attorney's fees actually incurred, the cost of investigating the transferee and our administrative expenses (including employee salaries, sales staff commissions, travel costs, out of pocket costs properly attributable to the transfer). In addition, if the transferee was already in our lead database at the time of first contact between Franchisee and the transferee, we may require Franchisee to pay a referral fee, in addition to the flat two thousand five hundred dollar ($2,500) or the ten thousand dollar ($10,000) fee described above, plus the amount of any broker fees that we are responsible for paying to third parties (does not include our employees);

5. Transferee must pay for and successfully complete any training programs then required of new Franchisees at a cost of two hundred and fifty dollars ($250) per person per day plus any expenses, subject to increase from time to time;

6. Franchisee shall have substantially complied with all of the terms and provisions of this Agreement, any amendment hereof or successor hereto, or any other agreements between the Franchisee and our subsidiaries or affiliates and, at the time of transfer, shall not be in default;

7. Franchisee shall have executed a general release, in a form satisfactory to us, of any and all claims against us and our officers, directors, members, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

8. The transferee (and, if the transferee is other than an individual, such principals and/or owners of a beneficial interest in the transferee as we may request) shall enter into a written assumption agreement, in a form satisfactory to us, assuming and agreeing to discharge all of Franchisee's obligations, known by transferee after reasonable inquiry, under this Agreement;

9. The transferee must meet our subjective and objective standards, including all quality standards, experience, talent, skills, educational, managerial, business and financial capacity; demonstrate the aptitude and ability to operate a The IV Hub™ Wellness business; and have adequate financial resources and capital to operate the Business; and the transferee's must either be, have or hire a lead Qualified Healthcare Professional or partner with a PC to supervise all healthcare professional in addition to an Office Manager to manage all administrative and operational duties within our required timeline (as described in Sections XII.F and Section XII.O);

10. The transferee (and, if an Entity, its Owners of a beneficial interest in the transferee as we may request) shall execute and agree to be bound by the then current form of this Agreement, which form may contain provisions that materially alter the rights or obligations under this Agreement. Alternatively, we may in our sole discretion require the transferee to sign the then current form of this Agreement then being used by us, but where the term will end on the expiration date of this Agreement

and with such renewal term, if any, as may be provided by this Agreement and the following requirements apply: (i), the transferee shall sign all other ancillary agreements as we may require for the Franchise Business as required under the then current form of this Agreement, which agreements shall supersede this Agreement in all respects, and (ii) additional changes to the terms of the Agreement may be made at our sole discretion, which include, without limitation, higher royalty fee payments, higher System Brand Fee payments, higher advertising contributions, smaller Territory and changes to renewal rights;

11. The transferee, at its expense, shall upgrade the Business to conform to the then-current appearance standards of the System and shall complete the upgrading and other requirements within the time specified by us;

12. Franchisee shall remain liable for all of the obligations to us in connection with the Business incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by us to evidence such liability;

13. Franchisee must obtain and submit satisfactory evidence of transfer or consent of lenders, lessors and governmental authorities for all material permits, approvals and licenses;

14. Franchisee may transfer up to twenty percent (20%) of its shares or other ownership interests to any person or entity, in the aggregate, without invoking this provision, provided that in connection with any such transfer of more than ten percent (10%) ownership the transferee executes the same Guaranty and other agreements which would be required upon execution of this Agreement by Franchisee, if such transferee had then been the owner of such percentage of Franchisee's shares or other ownership interests. Franchisee's transfer of an ownership interest without complying with the foregoing, or transfers of more than twenty percent (20%) ownership in the Franchisee's entity, in one or more transfers, without our prior written approval is a material breach of this Agreement;

15. The transferee shall agree to a sublease or to a transfer and assignment, and assumption of the lease of the Business from the original Franchisee, and shall obtain the landlord's approval if required prior to any transfer or sublease, if applicable;

16. The transfer must be completed in compliance with the terms of any applicable leases and other agreements and with all applicable laws, including but not limited to licensing and operations-related laws and/or laws governing franchise sales;

17. Franchisee agrees that we may (but are not required to) discuss with Franchisee and/or the proposed transferee any matters related to any transfer and/or proposed transfer at any time which we consider to be appropriate in our Business Judgment without liability (including our opinion of the terms of sale, performance of the Franchise, etc.). Franchisee expressly consents to any such discussions by us and

we may contact any proposed transferee directly regarding such matters or otherwise;

18. Neither Franchisee nor any transferee shall rely on us to assist in the evaluation of the terms of any proposed transfer. Franchisee acknowledges and agrees that an approval of a proposed transfer shall not be deemed to be an approval of the terms, nor any indication as to any likelihood of success or economic viability;

19. Franchisee and its Owners and/or Principals will agree not to compete, not to divert clients, accounts or attempt to hire employees after the transfer in accordance with restrictions acceptable to us and substantially similar to those described in Section XIX.C of this Agreement; and

20. Franchisee and its Owners and/or Principals will not directly or indirectly at any time or in any manner (except with respect to other The IV Hub™ Wellness business(es) that Franchisee or its Principals own and operate) identify itself or any business as a current or former The IV Hub™ Wellness business or as one of our franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a The IV Hub™ Wellness business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us as described in Sections XXIV.A and XXIV.C of this Agreement.

In addition, the Franchisee must submit copies of the draft Asset Purchase Agreement or Ownership Purchase Agreement, all draft Promissory Notes, and Security Agreements, with the transferee, regardless of whether they are Franchisee financed or lender financed. In addition to all other grounds for rejection, we have the right to reject any proposed purchase of the assets of the Franchised Business or any type of ownership interest in the Franchisee or Franchised Business on the grounds that the proposed transferee has, in our sole opinion, taken on too much debt.

C. Transfer, Sell or Assignment by Us and Our Right of First Refusal

We have an unrestricted right to purchase, transfer or assign our rights or obligations under this Agreement to any transferee or other legal successor to the interests of ours.

We will have a right of first refusal regarding any proposed transfer, by Franchisee or an Owner of Franchisee, subject to this Agreement. During the term of this Agreement, if Franchisee, any of its Owners wish to sell, assign or otherwise transfer an interest in this Agreement, the Franchised Business and/or its assets, or an ownership interest in Franchisee (collectively the "Interest"), then Franchisee will comply with the requirements of Sections XXII.B, XXII.C, XXII.E and XXIV.G of this Agreement.

Franchisee will notify us within ten (10) days after Franchisee has commenced discussions or communications even if preliminary, regarding such a proposed transfer and then send us written updates of the status of such discussions or communications every thirty (30) days thereafter unless and until such discussions or communications have ceased, in which case Franchisee must notify us in writing within five (5) business days that such discussions or communications have ceased. Whether the discussions have ceased or not, at our option, we may require Franchisee to send us, by certified mail or other receipted delivery, copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction as well as any materials Franchisee sends to the buyer or transferee. Before agreeing to any such transaction, Franchisee and its Owners agree to obtain from a responsible and fully disclosed buyer, and then send us, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating to any proposed transfer. The bona fide offer with the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer a ten thousand dollar ($10,000) earnest money deposit (if a proposed disposition is part of a transaction involving additional The IV Hub™ Wellness businesses, operating under other franchise agreements or license agreements with us, the proposed buyer must pay Franchisee this earnest money deposit for each The IV Hub™ Wellness business, involved).

To enable us to determine whether we will exercise our option, Franchisee or its Owners, shall provide such information and documentation, including financial statements, as we may require (as noted below). In the event that we elect to purchase said Interest, closing on such purchase must occur within ninety (90) days from the date of notice to the Franchisee of the election to purchase said Interest by us. Failure of us to exercise the option afforded by this Section XXII.C shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section XXII.B, with respect to a proposed transfer of any Interest. Any later change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by us as in the case of an initial offer.

We may, by delivering written notice to Franchisee or its Owners within thirty (30) days after we receive both an exact copy of the offer and the Preliminary Due Diligence Package (the date on which we have received the exact copy of the offer and the Preliminary Due Diligence Package is called the "Trigger Date"), notify Franchisee of our non-binding preliminary intent to purchase or not to purchase the Interest proposed to be sold. The "Preliminary Due Diligence Package" is information and copies of documents (where applicable) that Franchisee supplies to us which consists of Franchisee's financial statements (including monthly revenue information) for the preceding three (3) years, a copy of the Business's current lease or sublease, information about the number and compensation of Employees working at the Business, information about its relationship with its PC (if applicable), payroll tax records for the past three (3) years, business income tax records for the past three (3) years, list of clients, the Franchisee's merchant account printouts for the past three (3) years, the Franchisee's bank deposits for the past three (3) years, and a description of competing intravenous hydration, medical weight loss businesses and/or any other type of healthcare business offering similar Services and Products operating within the Territory. If we notify Franchisee within thirty (30) days after the Trigger Date (the "First Notice Deadline") that we are preliminarily interested in exercising our right of first refusal, we will have an additional thirty (30) days after the First Notice Deadline both to conduct our due diligence and then to notify Franchisee of either our binding intent to exercise our right of first refusal or our decision not to exercise this right. This additional period is called the "Due Diligence Deadline". If we elect to purchase the Interest proposed to be sold for the price and on the terms and conditions contained in the offer:

1) We may substitute cash for any other form of payment proposed in the offer (such as ownership interests in a privately-held entity);

2) Our credit will be deemed equal to the credit of any proposed buyer, meaning that, if the proposed consideration includes promissory notes, we may provide promissory notes with the same terms as those offered by the proposed buyer, except as to subordination. Regarding subordination, Franchisee acknowledges and agrees that our obligations under the promissory notes then outstanding to any and all lenders, although senior to the equity rights of our owners will also be senior to the promissory notes given to Franchisee;

3) We will have an additional thirty (30) days after the Due Diligence Deadline to close; and

4) We must receive, and Franchisee agrees to provide, all customary representations and warranties given a seller of assets of a similar business or the ownership interests in a similar legal entity, as applicable, including, without limitation, representations and warranties regarding:

   i. Ownership and condition of and title to ownership interests and/or;

   ii. Liens and encumbrances relating to ownership interests and/or assets;

   iii. Validity of contracts and the liabilities, contingent or otherwise, of the entity whose ownership interests are being purchased;

   iv. All equipment, products, supplies, technology items (as described in Section XII.I), software and vehicles (if applicable) are in good working condition and suitable for use;

   v. No litigation or administrative proceedings pending against the Franchisee, or any of its officers, directors, or Owners arising out of the Franchisee's business;

   vi. There are no notices from any federal, state, or local governmental authority to make any changes to the Business or that negatively affect it;

   vii. The Franchisee has the authority to sell the assets of its Business, including a copy of all director and/or Owner resolutions;

   viii. The Franchisee will comply with the Bulk Sales Act, if it is required under the laws of the Franchisee's state;

   ix. There will be no material adverse change in the operation of the Franchisee's business between the date of signature of any Asset Purchase Agreement, and the date of settlement;

   x. There are no tax or employee claims or issues; and

   xi. Franchisee will not enter into any transaction between the date of signature and the date of settlement other than in the ordinary course of business.

D. Transfer Upon Death or Mental Incapacity

The use of the term "Disability" in this provision means any temporary or permanent mental or physical incapacity that results in the person being unable to operate the Franchised Business as a typical franchisee properly operating a franchise would do so. Upon the death or the Disability of any person with an interest in a The IV Hub™ Wellness business, the executor, administrator or personal representative of that person must transfer such interest to a third party approved by us within six (6) months after death or Disability. These transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same restrictions and conditions as any inter vivos transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions of this Agreement, the personal representative of the deceased Franchisee shall have six (6) months to dispose of the deceased's interest in the Business, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within six (6) months, we may terminate this Agreement.

Upon the death of Franchisee or if an Entity, an Owner who owns more than forty-nine percent (49%) of the Business or in the event of any Disability of such person, a manager shall be employed for the operation of the Business who has successfully completed our training courses to operate the Business on behalf of Franchisee. If after the death or disability of the named Owner, the Business is not being managed by such trained manager, we may at our option, appoint a manager to maintain the operation of the Business until an approved transferee or manager will be able to assume the management and operation of the Business, but no such operation and management of the Business will continue for more than ninety (90) days without the approval of the personal representative of the named Owner (renewable as necessary for up to one year) and we will periodically discuss the status of the Business with the personal representative of the named Owner; such manager shall be deemed an employee of the Franchisee. All funds from the operation of the Business during the period of management by such appointed or approved manager shall be kept in a separate fund and all expenses of the Business, including compensation of such manager, other costs and travel and living expenses of such appointed or approved manager (the "Management Expenses"), shall be charged to such fund. As compensation for the management services provided, in addition to any other fees due, we shall charge such fund the full amount of the direct expenses incurred by us during such period of management for and on behalf of Franchisee, provided that we shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee, the named Owner or personal representative of the named Owner, the Entity or any person or entity having an interest therein for any debts, losses or obligations incurred by the Business, or to any creditor of Franchisee or the named Owner during any period in which it is managed by our appointed or approved manager.

Within thirty (30) days after the effective date of legal transfer of the franchise to Franchisee's heirs or successors of Franchisee's Owners, the heirs or successors must notify us in writing and make application for approval of such transfer. The application for such transfer is subject to the same conditions, procedures and costs as any other transfer except that there will be no transfer fee.

E. Transfer, Sale or Assignment to a Third Party

If we do not exercise our right to purchase within thirty (30) days pursuant to Section XXII.C, Franchisee may thereafter transfer, sell or assign the Interest to a third party, but not at a lower price or on more favorable terms than disclosed to us in writing. The sale is subject to our prior written approval as specified in this Agreement.

If Franchisee does not complete the sale to the proposed buyer within ninety (90) days after we notify Franchisee that we do not intend to exercise our right of first refusal (whether or not the First Notice Deadline or the Due Diligence Deadline has expired), or if there is a material change in the terms of the sale (which Franchisee must communicate promptly to us), we will have an additional right to accept the sale during the thirty (30) day period following either the expiration of that ninety (90) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our option. If Franchisee does not complete the sale to the proposed buyer within an additional ninety (90) days, then any proposed sale or transfer thereafter once again must comply with all of the provisions under Sections XXII.B, XXII.C and XXII.E, as though there had not previously been a proposed sale or transfer.

In addition to its other obligations, such as obtaining our prior written approval, if Franchisee sells or offers to sell ownership interests, the sale of which is regulated by any applicable law, Franchisee must: (i) fully comply with all applicable laws, (ii) disclose to offerees and purchasers that neither we nor our employees, affiliates or agents are an issuer or underwriter, or are in any way liable or responsible for the offering, (iii) ensure that we have a reasonable time to review any reference to us or our franchisees in any prospectus or offering documents before their distribution or use, (iv) pay our actual legal costs incurred for our review, (v) indemnify us, our officers, owners, directors, employees, affiliates, and agents from any liability, cost, damage, claim, and expense and from any and all obligations to any person, entity or governmental agencies arising out of or relating to the offer, sale or continuing investment, (vi) sign such further indemnities and provide such further assurances as we may reasonably require and (vii) disclose our ownership and/or licensing rights to all trademarks, service marks, trade names, logos, trade secrets, copyrights and patents.

If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required. We and Franchisee may execute an addendum setting forth certain of these amendments applicable in certain jurisdictions, so long as and to the extent that then applicable laws referred to in the addenda remain in effect.

F. Resale Assistance of Franchised Business

Franchisee may, at any time, request our assistance in locating a buyer for its Business. We may, at our option, provide such assistance in accordance with the policies and procedures as set forth in the Operations Manual. We reserve the right to charge Franchisee a fee to cover our reasonable costs and expenses (including the time committed by our employees) incurred in providing such assistance. If we elect to assist Franchisee in finding a buyer for the Business in any way, we make no promises or commitments to Franchisee that a buyer will be located or that anyone will be willing to purchase the Business at a price acceptable to Franchisee. We reserve the right to reject any proposed sale based on our determination, in our sole discretion, that the purchase price or purchase terms agreed to between Franchisee and any prospective buyer is excessive or will not enable the buyer to succeed as a franchisee in the System, and by requesting our assistance Franchisee waives any liability claims it may have against us for such rejection.

## XXIII. TERMINATION OF FRANCHISE

A. Impact of Statutes upon Franchise Agreement

Some state laws provide certain rights to franchisees located in a particular state, including: (1) limitations on our ability to terminate a franchise except for good cause; (2) restrictions on our ability to deny renewal of a franchise; (3) circumstances under which we may be required to purchase certain inventory of franchisees when a franchise is terminated or not renewed in violation of the statute; (4) provisions relating to arbitration and (5) certain other rights that benefit franchisees. To the extent that the provisions of this Franchise Agreement are inconsistent with the terms of such state laws, the terms of the applicable state laws may control in those states.

Termination or modification of a lease or contract upon the bankruptcy of one of the Parties may be unenforceable under the Bankruptcy Act of 1978, Title II, U.S. Code, as amended.

B. Termination by Franchisor With Right to Cure

Except as otherwise provided in this Agreement, upon any material default by Franchisee under this Agreement or any other agreement between Franchisee and us or our affiliates, we may terminate this Agreement only by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the sixty (60) day period or such longer period as applicable law may require. Any breach relating to any violation of health or safety laws must be cured within seventy-two (72) hours of notice or such shorter period prescribed by law. Any default for failure to pay monetary amounts must be cured within five (5) days or shorter period as is provided by law.

We may invoke our rights under this Section XXIII.B if, among other things, Franchisee fails to pay any required sums contemplated by this Agreement or any other agreement between Franchisee and us (and/or their respective affiliates).

C. Termination of Franchise Without Right to Cure

Notwithstanding the foregoing, Franchisee shall be deemed to be in breach and we, at our option, may terminate this Agreement and all rights granted under it without affording Franchisee any opportunity to cure the breach, effective immediately upon us notifying Franchisee in writing of such breach, if Franchisee, its PC (if applicable) or any of its Owners does any of the following:

1. Fails to agree on a Territory (if a territory was not agreed upon before signing this Agreement), fails to secure a lease and/or fails to open the Business for operation within the specified time limits as provided in Sections VI and IX.B above;

2. Fails to attend and satisfactorily complete the initial training program before Franchisee's Business is anticipates opening the Business or is deemed open for operation (as described in Sections X.A and XX.A);

3. Attends the initial franchise training program and we determine, in our sole discretion, that the Franchise, any of its Owners and/or Office Manager has failed such program and does not appoint another person to attend; or another person appointed by Franchisee fails such program and/or is deemed not qualified to manage a The IV Hub™ Wellness business (as described in Section XX.A);

4. Abandons, surrenders, or transfers control of the operation of the Business to a third-party without our permission; or if Franchisee fails to continuously and actively manage and operate the Business or its PC fails to continuously and actively operate the Business (if applicable) for five (5) consecutive days, unless precluded from doing so by damage to the premises of the Business due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchisee's reasonable control;

5. Fails or refuses, on more than three (3) occasions during the term of this Agreement, to submit when due any financial statement, tax return or schedule or to pay when due Royalty Fees, or any other payments due to us or our affiliates; or Franchisee (including any of its Owners) has been provided with notices of default from us (either by email or any other form of written communication) more than three (3) times during the entire term of this Agreement;

6. Manages and operates the Business in a manner that presents a safety, health or environmental hazard to clients, violates any federal, state, or local law, rule, regulation or ordinance which includes failure of Franchisee to use its best efforts when hiring Employees, including taking every action required by applicable laws related to criminal background checks (if Franchisee chooses to do criminal background checks) for all prospective employees as described in Sections XII.F, XXII.H and XX.E;

7. Failure of Franchisee to maintain its license as a Qualified Healthcare Professional or partner with (or hire) someone who is a Qualified Healthcare Professional and ensure such license is maintained and in good standing; failure of Franchisee to adhere to its states CPOM laws; failure of Franchisee to prohibit anyone from performing Services who is not a Qualified Healthcare Professional; failure of Franchisee to form a PC (if Franchisee is in a state that prohibits one entity from both managing and operating the Business) and/or submit to us the management agreement with its PC; failure to notify us of any change, addition or replacement of any lead Qualified Healthcare Professional or PC (if applicable) within our specified period of time; if any action is instituted against Franchisee, any of its

Qualified Healthcare Professionals or PC (if applicable) or its Owners by a governmental agency with regard to any required license, permit or certification; and/or if any other business or professional license, certification or permit required by law is suspended or revoked or otherwise not maintained continuously and actively in full force and effect and in good standing (as described in Sections I.A, XII.C and XII.F);

8. Fails, for a period of fifteen (15) days after notification of non-compliance by us or any appropriate authority, to comply with any federal, state or local law, ordinance or regulation applicable to the operation of the Business;

9. Violates any health, safety or sanitation law, ordinance or regulation, or operates the Business in an unsafe manner; and does not begin to cure the violation immediately and to correct the violation within seventy-two (72) hours or a shorter period as required by applicable law once Franchisee receives notice from us or another party;

10. Has made a material misrepresentation or omission on the application for the Franchise;

11. Transfers, assigns or sub-franchises this Agreement without having our prior written consent, as set forth herein;

12. Discloses or divulges, to any unauthorized person, the contents of the Operations Manual, training materials or any other Confidential Information provided to Franchisee by us;

13. Fails to have a lead Qualified Healthcare Professional and an Office Manager that can be either the Franchisee or one of its Owners or a non-owner; or fails to replace its Office Manager within the specified time limits as provided in Section XII.F and keep such persons on staff for the entire duration of this Agreement;

14. Fails to comply with modifications to System standards as required by us within a ninety (90) day period from the time of written notice by us;

15. Makes any changes to any piece of equipment, Proprietary Products (if developed) or any third-party products (such as changing containers, packaging, labeling, etc.) as described in Section XII.I of this Agreement;

16. Makes or allows any unauthorized use or copy of Confidential Information, Proprietary Products and/or Software (if developed) or seeks to challenge our ownership rights in the System, including our Confidential Information, Proprietary Products and/or Software;

17. Engages in any activity to translate, reverse engineer, reverse compile, change or disassemble, or create any derivative works based on our Confidential Information, Products, Proprietary Products and/or Software (if developed) or third-party products, equipment or software;

18. Manufactures or produces any product, supply or equipment that is similar to, or competes with any of our Products, Proprietary Products, third party products or equipment used, offered or sold in the Business without our prior written consent;

19. Engages in activity to distribute, act as an exclusive distributor or secure exclusive rights to distribute any Product, Proprietary Product or third-party products or equipment offered or sold in the Business without our written consent;

20. Engages in activity to sublicense, rent, lease, sell, distribute or otherwise transfer our Confidential Information and/or Software or any portion thereof, or any rights therein, to any person or entity;

21. Exhibits a reckless disregard for the physical or mental well-being of employees, clients, us or our representatives, or the public at large, including battery, assault, harassment or discrimination, alcohol or drug abuse or other forms of threatening, outrageous or unacceptable behavior as determined in our sole and absolute discretion;

22. Fails to procure and maintain all required insurance coverage (including any lapses, alterations, or cancellations to the insurance policies) as defined in Section XIII of this Agreement;

23. Fails or refuses to: use the required electronic health record software and nurse practitioner software and/or adhere to our software fee requirements as described in Sections X.E and XII.H of this Agreement

24. Fails or refuses to: (i) adhere to our approved Services, Products and Proprietary Products that Franchisee and its PC (if applicable) is authorized to offer, perform or sell; (ii) modify, change or discontinues any Service, Product and/or Proprietary Products as specified by us; (iii) adhere to our administrative and level of service standards as described in Sections XII.H and XII.I of this agreement;

25. Performs Services outside its Clinic other than vitamin injectables (which are the only Services Franchisee is currently authorized to perform away from its Clinic at off-site events); offers Services and/or sells Products through any alternative channel of distribution without our permission; or engages in any other activity, which has a material adverse effect on us or the Names and Marks (as described in Sections VI and XII.H of this Agreement);

26. Implements, offers or sells any type of service, product or program not approved by us as described in Section XII.H of this Agreement;

27. Fails or refuses to: (i) purchase or use the equipment, products, Proprietary Products, supplies and services as specified by us; (ii) purchase equipment, products, Proprietary Products, supplies and services from us, our affiliates or approved vendors and suppliers; (iii) cease using and/or remove any equipment, product, supply or other items necessary for the operation of the Business deemed to constitute a violation of this Agreement by us; and/or (iv) maintain (clean,

service and repair), remove or replace any equipment or technology item as specified by us as described in Sections XII.H and XII.I of this Agreement;

28. Fails or refuses to comply with our inventory requirements or minimum representation requirements (if applicable) as set forth in the Operations Manual; or fails to comply with the terms of any auto-ship programs (if applicable) as set forth in the Operations Manual;

29. Engages in Target Marketing to solicit clients by any type of advertising or marketing outside Franchisee's assigned Territory; or fails or refuses to refer off-site events or clients to other franchisees or company-owned businesses;

30. Uses the Names and Marks or any part thereof in any form on the Internet, including but not limited to, Websites (including addresses, domain names, URLs, links, metatags, locators, etc.), search techniques and co-branding arrangements without our prior written consent;

31. Is convicted of a felony or has pleaded nolo contendere to a felony, or is convicted on charges relating in any way to the possession or use of illegal drugs, controlled substances or steroids or is charged or convicted of a crime of moral turpitude;

32. Engages in unfair business practices or unethical conduct;

33. Fails to discharge within a reasonable time any valid lien placed against the property of the Business;

34. Makes an assignment for the benefit of creditors or an admission of the Franchisee's inability to pay its obligations as they become due;

35. Files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, disposition, adjustment, liquidation, dissolution or similar release under any law, or admitting or failing to contest the material allegations of any such pleading filed against him, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of the assets of the Franchisee or the Business, or the claims of creditors of Franchisee or the Business are abated or subject to a moratorium under any laws;

36. Becomes insolvent or makes a general assignment for the benefit of creditors;

37. If a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's Business or assets is filed and consented to by Franchisee;

38. If a receiver or other custodian (permanent or temporary) of the Business, Franchisee, or Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction or by private instrument or otherwise;

39. If proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee;

40. If a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); or if Franchisee is dissolved or is finalized;

41. If execution is levied against the Business or property or against any ownership interest in Franchisee;

42. If any real or personal property of the Business shall be sold after levy by any sheriff, marshal, or constable;

43. If Franchisee is in material violation of the terms of Sections XII, XVI, XX and/or XX.II;

44. If Franchisee maintains false books or records, or submits any false reports to us;

45. If any inspection of Franchisee's records discloses an under-statement of payments due to us of two percent (2%) or more, two or more times in any two (2) year period;

46. If Franchisee's Business has three (3) or more material complaints reported to a governmental entity or other public forum (material complaints are determined in our sole discretion) with respect to the Business at any time during the entire term of this Agreement.

D. Termination by Franchisee

If we violate a material and substantial provision of the Agreement and we fail to remedy or to make substantial progress toward curing the violation within thirty (30) days after receiving written notice from Franchisee detailing our alleged default, Franchisee may terminate this Agreement if so permitted under applicable law. Any termination of this Agreement and the Franchise by Franchisee, without complying with the foregoing requirements, or for any reason other than breach of material and substantial provision of this Agreement by us and our failure to cure such breach within thirty (30) days after receipt of written notice thereof, shall not be permitted.

E. General Effect of Termination

On termination or expiration, all of Franchisee's post-termination obligations, including covenant not to compete, non-disclosure, return of the Operations Manual and other proprietary materials, and indemnity, will remain in full force and effect. If this Agreement terminates for any reason prior to its expiration date, we will be entitled to certain damages. (as described in Section XXIV.H).

F. Territory Alteration as an Alternative to Termination

If Franchisee is in default of the Franchise Agreement, as an alternative to termination, we may modify or completely eliminate any rights that Franchisee may have with respect to the protected status of the Territory, effective ten (10) days after delivery of written notice to Franchisee. In addition, we may modify or completely eliminate Franchisee's Territory.

## XXIV. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

### A. Franchisee Shall Cease Using Names and Marks

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee shall immediately and permanently cease to use, by advertising, or any manner whatsoever, any Confidential Information, methods, trade secrets, procedures, descriptions of Services and Products associated with us and the Names, Marks and any proprietary marks and distinctive forms, slogans, tag lines, symbols, signs, logos or devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signage, décor, advertising materials, stationery, forms, and any other articles, which display the Names and Marks. Franchisee shall make or cause to be made, at its expense, changes directed by us in signage, buildings, structure and premises so as to effectively distinguish the surviving business entity, if any, from its former appearance as a The IV Hub™ Wellness business, and from other existing The IV Hub™ Wellness businesses. Franchisee shall comply with the covenant not to compete and the agreement to maintain the confidentiality of proprietary information, as well as return all information that is considered to be Confidential Information under the terms and conditions of this Agreement back to us. Franchisee will work diligently with third party web hosting companies to have all Trademarks, names, logos and other indicating of Franchisor removed from any such internet web site and continue to stay in contact with and monitor such sites to verify that such material has been removed.

### B. Franchisee Shall Cease Operating Business, Refrain from Notifying Clients, Provide Refunds or Transfer Services

Franchisee shall immediately cease to manage and operate the Business under this Agreement and ensure its PC cease operating the Business (if applicable), and neither Franchisee or its PC (if applicable) shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a present or former franchisee of us.

In addition, Franchisee shall not and ensure its PC does not (if applicable) give notice of termination or expiration of this Agreement to its clients without our prior written consent. Subject to applicable law, we shall have the sole right to notify all clients of the termination or expiration of this Agreement at the time and manner we determine to be most appropriate. All of Franchisee's existing lists and contact information for prospective and actual clients shall be our property. In addition, Franchisee must and ensure its PC cooperates (if applicable), upon our request, within five (5) days after termination or expiration of this Agreement, contact all clients who prepaid for any packages or bundles and offer full refunds of any unearned payments. By way of example only, if a client prepaid for a package for six (6) Services and only three (3) were used, then Franchisee would be obligated to return to client the prepayment Franchisee received or the value of the three (3) Services.

In addition and if required by us, Franchisee must and ensure its PC, upon our request, within five (5) days of our request, assign to another franchisee, company-owned business or to us any of the packages or bundles Franchisee has with its clients.

Franchisee must immediately tender all new or used inventory of our Proprietary Products (if applicable), décor, signage, promotional, advertising and marketing materials in addition to all Confidential Information to us and/or our designated affiliates or destroy, if notified by us in writing to do so, all inventory of such items in a timely manner as in accordance with the terms of the Operations Manual and as specified in Section XXIV.G of this Agreement.

C. Franchisee May Not Adopt Confusingly Similar Names and Marks

Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Names and Marks, either in connection with such other business or in the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our exclusive rights in and to the Names and Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us or a former association or connection with us.

D. Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers

Franchisee further agrees that upon termination or expiration of this Agreement, Franchisee shall take all action necessary and ensure its PC takes all actions necessary (if applicable) to cancel all assumed names or equivalent registrations relating to its use of any or all of the Names and Marks. Franchisee shall take and ensure its PC takes (if applicable) all actions necessary to transfer all phone numbers, addresses, domain names, Websites, email, listings and location contacts for the Business to us or our designee, including but not limited to authorizing all telephone, Internet, Websites, email, electronic network, directory and listing entities to effectuate the same.

E. Franchisee Shall Transfer or Terminate Domain Name and Web Page

Upon termination or expiration of this Agreement, Franchisee agrees that, we will have the absolute right to notify InterNIC, ICANN and all other Internet authorities of the termination or expiration of Franchisee's right to use all domain names, web page, Websites and other search engines for the Business and to authorize the above and other search engines to transfer to us or our designee all domain names, web page, Websites and search engines associated with the Business. Franchisee acknowledges and agrees that we have the absolute right to, and interest in, all domain names, web page, Websites and search engines related to the Business and that we have the full right and authority to direct the above Internet authorities and all search engines to transfer Franchisee's domain names, web page, Website and search engines to us or our designee if this Agreement expires or is terminated for any reason. Franchisee further acknowledges that this Agreement will constitute a release by Franchisee of the above Internet authorities from any and all claims, liabilities, actions and damages that Franchisee may, at any time, have the right to allege against them in connection with this provision.

F. Franchisee Must Return Operations Manual and Other Materials

Franchisee further agrees that upon termination or expiration of this Agreement, Franchisee will immediately return to us all copies of the Operations Manual, training materials and any other materials, which have been loaned to Franchisee by us. Franchisee further agrees to turn over to us all items containing any of the Marks and contracts for the Franchised Business. Additionally, subject to applicable law, Franchisee agrees to turn over to us all client lists.

G. Franchisor May Purchase Assets

We shall have the first right of first refusal to purchase or assume Franchisee's interest in the Franchised Business, or in its assets on the same terms as those contained in a bona fide offer from a third party. As used in this Section, "Assets" means all Products, Proprietary Products, equipment, furnishings, fixtures, décor items, technology items, signage, inventory (non-perishable products, supplies in addition to advertising and marketing materials), vehicles (if applicable), leasehold improvements and the lease or sublease for the Business. This right is governed by time limits and procedures described in this Agreement with respect to our right of first refusal in the event of an assignment. If we exercise our right of first refusal, Franchisee must transfer Franchisee's interest in the Franchised Business and in the Assets.

If Franchisee is selling its Assets, we shall have the right (but not the duty), to be exercised by notice of intent to do so within thirty (30) days after termination or expiration, to purchase any or all Assets and items bearing our Names and Marks, at fair market value (less the amount of any outstanding liens or encumbrances). In the event that we and Franchisee cannot agree on fair market value, then the fair market value shall be determined in good faith by an independent third-party appraisal. We and Franchisee shall mutually agree upon an appraiser. If we and Franchisee cannot agree on an appraiser, then we and the Franchisee shall each select one independent, qualified appraiser and the two shall select a third appraiser and all three shall determine the fair market value of the Assets we have elected to purchase. If the difference between the appraisal of the Franchisee's appraiser is greater than the difference between the appraisal of our appraiser and the independent appraiser, the Franchisee shall pay all costs and expenses of the three appraisers. Otherwise, all expenses of the third appraiser shall be equally shared by us and we and Franchisee shall each be responsible for the expenses incurred by our respective appraisers. For any items that display the Marks such as: any décor, signage, advertising, marketing and/or promotional materials (regardless of when the item was purchased), the fair market value is agreed to be zero, except for any vehicles. However, for any products, Proprietary Products or equipment that display our Marks, fair market value shall be deemed to be twenty percent (20%) of the Assets' original cost, regardless of when such items were purchased (however if any such items are broken or damaged for example: if the equipment is inoperable, damaged or unusable; if for products the seals are broken, packages are either torn, stained, discolored and/or if such items are broken, destroyed, expired or otherwise unusable or unsellable the fair market value is agreed to be zero). We and Franchisee agree that the terms and conditions of our right and option to purchase the Assets may be recorded, if deemed appropriate by us. If we elect to exercise any option to purchase the Assets as herein provided, we shall have the right to set off any amounts due from Franchisee.

H. Franchisee Must Pay Monies Owed to Franchisor; Liquidated Damages

Franchisee shall pay to us, within thirty (30) days after the effective date of termination or expiration of this Agreement, such Royalty Fees, System Brand Fees, other advertising fees, payments or any other sums owed to us by Franchisee, which are then unpaid. Franchisee shall pay to us all damages, costs, and expenses, including reasonable attorney's fees, incurred by us in obtaining injunctive or other relief for the enforcement of any provisions of Section XIX.

In the event of termination of this Agreement prior to its expiration date, Franchisee acknowledges that the parties have considered the following in determining the amount of liquidated damages ("Damages"): (i) that the amount of Damages is reasonable under the circumstances existing at the time this Agreement is made; (ii) that the amount of Damages bears a rational relationship to the damages the parties anticipate would flow from the breach of this Agreement; (iii) the agreement to the amount of the Damages is necessary because actual damages are difficult or impossible to prove; and (iv) the amount of the Damages are not so large that they act as a penalty. Franchisee accordingly agrees that in such event it shall be obligated to pay to us, the amount of the Damages which is the total of all Royalty Fees and System Brand Fee payments that we would have received, if this Agreement remained in effect until its scheduled expiration date, subject to the following: this amount of Damage shall be calculated by adding together the average monthly Royalty Fee payments and the average System Brand Fee payments that were paid to us during the previous twelve (12) months for either the remaining term of this Agreement or two (2) years (whichever comes first). If Franchisee has not made twelve (12) months of payments, then the number of payments it has made will be used to calculate the average of Royalty Fee and System Brand Fee payments. If the Franchisee has not made twelve (12) months of payments, then the number of payments it has made will be used to calculate the average of Royalty Fee and System Brand Fee payments. Such payments shall be due to us within thirty (30) days after the effective date of termination or expiration.

Except as otherwise provided in this Agreement, Franchisee shall retain whatever interest it may have in the Assets of the Franchised Business.

## XXV. ENFORCEMENT

A. Franchisee May Not Withhold Payments Due to Us

Franchisee agrees that he or she will not withhold payments of any Royalty Fees, System Brand Fees or any other amounts of money owed to us for any reason, on grounds of alleged nonperformance by us of any obligation. All such claims by Franchisee shall, if not otherwise resolved by us and Franchisee, be submitted to arbitration as provided in this Agreement. Franchisee has no right of offset or set off to any amounts due and owing to us.

B. Severability and Substitution of Valid Provisions

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements.

C. Mediation

The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration as set forth in Section XXV.D. Any party to this Agreement may initiate mediation by serving a written demand on the other party stating the particulars of the demand being served. Mediation fees shall be divided equally among the parties involved. Before any mediation commences, the parties will agree to a date and/or certain event which will constitute a completion of the mediation process. All mediations shall be held in Middlesex County, Massachusetts. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate within ninety (90) days after a request has been made, then the other party ("Mediating Party") shall be entitled to recover attorney's fees and costs, even if such Mediating Party was not otherwise entitled to recover its attorney fees and cost in any arbitration or legal action between the parties pursuant to the terms of this Agreement. This mediation provision applies whether or not the arbitration provision is initiated. The requirement to pay the Mediating Party's attorney's fees and costs apply regardless of whether the other party waits until the expiration of the ninety (90) day period to file the arbitration and applies as long as said party refuses to attend mediation. Mediation shall be held at the same venue as for arbitration as described in Section XXV.D.

D. Arbitration

Except as we elect to enforce this Agreement by judicial process, injunction, or specific performance (as provided above), all disputes and claims relating to any provision hereof, any specification, standard or operating procedure, or any other obligation of Franchisee prescribed by us, or any obligation of us, or the breach thereof (including, without limitation, any specification, standard or operating procedure or any other obligation of Franchisee or us, which is illegal or otherwise unenforceable or voidable under any law, ordinance, or ruling) shall be settled by mandatory binding arbitration in Middlesex County, Massachusetts. Arbitration must be in accordance with the then current Commercial Rules of the American Arbitration Association ("AAA") and, where applicable, the provision of the Federal Arbitration Act, i.e. 9 USC §1, et al; and provided that at the option of us or the Franchisee that the arbitrator shall be selected from a list of retired federal or state judges supplied by the American Arbitration Association which could include an attorney with twenty (20) years or more franchise experience. The actual selection of the arbitrator from the list will be in accordance with the procedures for selecting an arbitrator under the Commercial Rules of the AAA. The Parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 1-3 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. The Parties further agree that arbitration will be conducted on an individual and not a class-wide or multiple plaintiff basis.

The Party discovering an arbitrable claim will have one (1) year from the date of discovery but not to exceed two (2) years from the date the claim occurred, in which to settle the claim or to commence arbitration on the claim. Otherwise, the claim or demand will be deemed abandoned and shall be barred. The arbitrator shall allow discovery in accordance with the Massachusetts Rules of Civil Procedure and may apply the sanctions relating to noncompliance with discovery orders therein provided. The arbitrator shall issue a written opinion explaining the reasons for his or her decision and award and the arbitrator shall have the right to award or include in the award the specific performance of this Agreement. Unless specifically provided for by applicable statue, no punitive or exemplary damages shall be awarded against either us or Franchisee, or entities related to them, in an arbitration proceeding or otherwise, and are hereby waived. Judgment upon the award of the arbitrator will be entered in any court having competent jurisdiction thereof or of us of Franchisee. During the pendency of any arbitration proceeding hereunder, Franchisee and we shall fully perform their respective obligations pursuant to the terms and conditions of this Agreement. Arbitration fees shall be shared equally and the prevailing Party shall be entitled to recover reasonable attorney fees from the other Party, provided should there be no prevailing Party each Party shall pay their own attorney fees.

The requirement to arbitrate under this arbitration provision as well as to mediate under the mediation provision in Section XXV.C shall not apply to any of the following disputes or controversies: any action for injunctive or other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as we deem to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to us and/or to protect the Names and Marks or any claim or dispute involving or contesting the validity of any of the Names and Marks, or any claim or dispute involving any of the Confidential Information, trade secrets, or copyrights provided by us to the Franchisee under this Agreement.

E. Rights of Parties Are Cumulative

The rights of us and Franchisee are cumulative, and the exercise or enforcement by us or Franchisee of any right or remedy shall not preclude the exercise or enforcement by us or Franchisee of any other right or remedy hereunder which we or Franchisee are entitled by law to enforce by the provisions of this Agreement or of the Operations Manual. In addition, both Parties agree that during any type of dispute or claim neither Party will attempt to: publicly publish any proceedings, make any publicly available claims; or make any disparaging statement which could tarnish the reputation of the other Party.

F. Judicial Enforcement, Injunction and Specific Performance

Notwithstanding anything to the contrary contained in Section XXV.D above relating to arbitration, we shall have the right to enforce by judicial process our right to terminate this Agreement for the causes enumerated in Section XXIII of this Agreement, to collect any amounts owed to us for any unpaid Royalty Fees, or other unpaid charges due hereunder, arising out of the business conducted by Franchisee pursuant hereto, and to pursue any rights we may have under any leases or subleases (if applicable), sales, purchases, or security agreements or other agreements with Franchisee. We shall be entitled, without bond, to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If we secure any such injunction or orders of specific performance, Franchisee agrees to pay to us an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation, court costs, and other litigation expenses, travel and living expenses, and any damages incurred by us as a result of the breach of any provision of this Agreement.

G. Massachusetts Law Applies

Except to the extent governed by the U.S. Trademark Act of 1946 (Lanham Act, 15 U.S.C., Section 1051 et. seq.) or the U.S. Arbitration Act, this Agreement shall be governed by the laws of the State of Massachusetts, and the sole and exclusive venue for arbitration or litigation shall lie in Middlesex County, Massachusetts, or in the applicable United States District Court for Massachusetts.

H. Attorney Fees

In the event that either Party incurs any expenses (including but not limited to reasonable attorney's fees and reasonable expert witness fees) in enforcing the provisions of this Agreement by arbitration or legal action, the prevailing Party shall be entitled to recover such expenses directly from the other.

I. Binding Effect

This Agreement is binding upon the Parties hereto and their respective permitted assigns and successors in interest.

J. Entire Agreement/Integration/No Other Agreements/Manual(s) May Change

This Agreement and the exhibits to this Agreement constitute the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to Franchisee. No amendment to this Agreement shall be binding on either party unless mutually agreed to by the Parties in writing. The Operations Manual may be amended at any time by us, and Franchisee shall adopt its methods or procedures to comply with the requirements thereof.

K. Force Majeure

Except for monetary obligations or as otherwise specifically provided in this Franchise Agreement, if either party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemics or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement through no fault of such party, then performance of such act shall be excused for the period of the delay, but in no event to exceed ninety (90) days from the stated time periods as set forth in this Franchise Agreement.

**XXVI. NOTICES**

Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual receipt if delivery is by hand; or (ii) upon receipt by the transmitting party of a confirmation or return response when delivery is by facsimile or email; (iii) forty-eight (48) hours after deposit to a reputable overnight carrier with confirmation sent or being available, or (iv) seventy-two (72) hours after deposit into the United States mail if delivery is by postage prepaid, registered or certified, return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated in this Agreement or to any other address as the respective party may designate by notice delivered pursuant to this Agreement.

**XXVII. COUNTERPARTS**

This Agreement and any amendments or supplements hereto may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the Parties hereto. A signed copy of this Agreement delivered by email, DocuSign, or other means of electronic transmission (to which a PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**XXVIII. TIME IS OF THE ESSENCE**

Time is of the essence. The Parties to this Agreement hereby agree that time is of the essence with respect to each of their respective duties and obligations under this Agreement.

**XXIX. APPROVALS AND WAIVERS**

Whenever this Agreement requires the prior approval or consent of us, Franchisee shall make a timely written request to us therefore, and such approval or consent shall be obtained in writing.

We make no warranties or guarantees upon which Franchisee may rely, and assume no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee or in connection with any consent, or by reason of any neglect, delay, or denial of any request therefore.

No failure of us to exercise any power reserved to us by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of our right to demand exact compliance with any of the terms herein. Waiver by us of any particular default or breach by Franchisee shall not affect or impair our rights with respect to any subsequent default or breach of the same, similar or different nature, nor shall any delay, forbearance, or omission, breach or default by us to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair our right to exercise the same, nor shall such constitute a waiver by us of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

## XXX. <u>AUTHORITY</u>

Franchisee or, if Franchisee is an Entity the individuals executing this Agreement on behalf of such Entity warrant to us, both individually and in their capacities as owners or officers, that all of them as the case may be, have read and approved this Agreement, including the restrictions which this Agreement places upon their right to transfer their respective interests in such entity as set forth in <u>Section XXII</u>.

## XXXI. <u>REPRESENTATIONS AND WARRANTIES BY THE FRANCHISEE</u>

Franchisee acknowledges and warrants that it has received a complete and final copy of this Agreement, our Disclosure Document and applicable exhibits, in a timely fashion as required; and that before signing this Agreement, Franchisee was given ample opportunity to review and examine our Disclosure Document and was furnished with copies of the documents and Franchisee (and any Owner) represents he/she has the authority on behalf of itself to execute this Agreement and is not bound by any other agreement. **NO ORAL, WRITTEN OR VISUAL CLAIM OR STATEMENT THAT CONTRADICTS THE DISCLOSURE DOCUMENT WAS MADE.**

**FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE, ALL MANAGING PARTNERS, MEMBERS, OR SHAREHOLDERS, HAVE BEEN ADVISED TO HAVE THIS AGREEMENT AND ALL OTHER DOCUMENTS REVIEWED BY AN ATTORNEY AND THAT FRANCHISEE, ALL MANAGING PARTNERS, MEMBERS, OR SHAREHOLDERS HAVE READ, UNDERSTOOD, HAD AN OPPORTUNITY TO DISCUSS AND AGREED TO EACH PROVISION OF THIS AGREEMENT. THE FRANCHISEE AND MANAGING PARTNERS, MEMBERS OR SHAREHOLDERS AGREE THAT THERE HAS BEEN NO PRESSURE OR COMPULSION BY US OR OUR AGENTS TO SIGN THIS AGREEMENT.**

**FRANCHISEE ACKNOWLEDGES AND AGREES THAT THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED TO BE UNDERTAKEN BY FRANCHISEE AND ITS OWNERS IS SPECULATIVE AND WILL BE DEPENDENT ON PERSONAL EFFORTS AND SUCCESS IS NOT GUARANTEED. FRANCHISEE AND MANAGING PARTNERS, MEMBERS OR SHAREHOLDERS ACKNOWLEDGE AND REPRESENT THAT IT HAS ENTERED INTO THIS AGREEMENT AND MADE AN INVESTMENT ONLY AFTER MAKING AN INDEPENDENT INVESTIGATION OF THE OPPORTUNITY, INCLUDING HAVING RECEIVED A LIST WITH THE FRANCHISE DISCLOSURE DOCUMENT OF OTHER CURRENTLY AND PREVIOUSLY OPERATED THE IV HUB™ WELLNESS FRANCHISES.**

IN WITNESS WHEREOF, the Parties hereto have duly executed, sealed and delivered this Franchise Agreement in duplicate on this date ___________________/________________ 20____.

**FRANCHISOR:** **Wellness Enterprise Solutions, LLC**

Signed: ________________________________

Name: _________________________________

Title: _________________________________

Date: _________________________________

Address for Notices:
Address for Notices:
Welness Enterprise Solutions LLC
Wellness Enterprise Solutions, LLC
469 Salem St Suite 23
469 Salem St. Suite 23
Medford MA 02155
Medford, MA 02155
Telephone: (617) 869-0575
Attn: Noreen Connolly

**FRANCHISEE:**

Signed: ________________________________

Name: _________________________________

Date: _________________________________

Signed: ________________________________

Name: _________________________________

Date: _________________________________

Signed: ________________________________

Name: _________________________________

Date: _________________________________

Address for Notice:

______________________________________

______________________________________

Telephone: ____________________________

Email: ________________________________

Attn: _________________________________



174731073v3

SCHEDULE 1
OPENING DATE OF FRANCHISE

Wellness Enterprise Solutions, LLC ("Franchisor") and _____________ ("Franchisee") entered into a franchise agreement ("Franchise Agreement") dated _______________ for an The IV Hub™ Business ("Clinic") to be located at ______________________________.

The date the Clinic opened for operation was on _____________, 20__.

The initial term of the Franchise Agreement will expire on ________________, 20__, unless sooner terminated in accordance with the terms of the Franchise Agreement.

| | |
|---|---|
| **Franchisee:** | **Franchisor:** |
| ___________________________________ | ___________________________________ |
| Signature | Signature |
| Printed Name: ________________________ | Printed Name: ________________________ |
| Title: _______________________________ | Title: _______________________________ |
| Date: _______________________________ | Date: _______________________________ |

**SCHEDULE 2**
**WELLNESS ENTERPRISE SOLUTIONS, LLC**
**ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT**

BY AND BETWEEN Wellness Enterprise Solutions, LLC AND ________________ ("Franchisee") DATED ______________ 20___.

Franchisee hereby authorizes Wellness Enterprise Solutions, LLC ("Franchisor") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below for payment of Royalty Fees, System Brand Fees and any other amounts owed by Franchisee to Franchisor or its affiliates under the Franchise Agreement.

| | |
|---|---|
| ______________________________<br>Name on Account | ______________________________<br>Banking Institution |
| ______________________________<br>Pay to the order of | ______________________________<br>Bank's Address |
| ______________________________<br>Address on Account | ______________________________<br>Phone # |
| ______________________________<br>Bank Transit/ABA Number | ______________________________<br>Account Number |

Such debit entries shall occur on a monthly basis, or on such other schedule as Franchisor shall specify in writing. This authorization will remain in full force and effect until sixty (60) calendar days after Franchisor has received signed written notification from Franchisee of its termination.

| | |
|---|---|
| **Franchisee:** | **Franchisor:** |
| ______________________________<br>Signature | ______________________________<br>Signature |
| Printed Name: __________________________ | Printed Name: __________________________ |
| Title: ________________________________ | Title: ________________________________ |
| Date: ________________________________ | Date: ________________________________ |

SCHEDULE **3**
WELLNESS ENTERPRISE SOLUTIONS, LLC
EXECUTIVE ORDER 13224 AND RELATED CERTIFICATIONS

If the Franchisee is an individual or individuals, the Franchisee certifies that he/she/they are not, nor to my/our best knowledge have I/us been designated, a terrorist and/or a suspected terrorist, nor am I/us associated and/or affiliated in any way with any terrorist and/or suspected terrorist person and/or organization, as defined in U.S. Executive Order 13224 and/or otherwise.

If the Franchisee is a company, the person(s) signing on behalf of the Franchisee certify(ies) that, to the Franchisee's and such person's best knowledge, neither the Franchisee, such person, and/or any owners, officers, board members, similar individuals and/or affiliates/associates of the Franchisee have been designated, a terrorist and/or a suspected terrorist, nor is the Franchisee or any such persons and/or affiliates/associates owned, controlled, associated and/or affiliated in any way with any terrorist and/or a suspected terrorist person and/or organization, as defined in U.S. Executive Order 13224 and/or otherwise.

Franchisee agrees to fully comply and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to antiterrorist activities, including without limitation the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations, including properly performing any currency reporting and other obligations, whether relating to the Franchise or otherwise, and/or required under applicable law. The indemnification responsibilities provided in the Franchise Agreement cover the Franchisee's obligations hereunder.

**FRANCHISEE:**

Signed: ________________________________

Printed Name: ____________________________

Title: __________________________________

Date: __________________________________

**SCHEDULE 4**
**WELLNESS ENTERPRISE SOLUTIONS, LLC**
**ADA & RELATED CERTIFICATIONS**

Wellness Enterprise Solutions, LLC ("we, us, our") and _______________ ("Franchisee") are parties to a franchise agreement dated, __________ 20__ (the "Franchise Agreement") for the operation of a The IV Hub™ Wellness Business (the "Business").

In accordance with Section XII.C of the Franchise Agreement, Franchisee certifies to us that the Business and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act and all local zoning regulations and building codes. Franchisee acknowledges that it is an independent contractor and the requirement of this certification by us does not constitute ownership, control, leasing or operation of the Business. Franchisee acknowledges that we have relied on the information contained in this certification. Furthermore, Franchisee agrees to indemnify us, our members, managers, officers, employees and agents, and each and all of the Franchisor-Related Entities, in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's and its PC's (if applicable) compliance (or failure to comply) with the Americans with Disabilities Act, all local zoning regulations and building codes and otherwise, as well as the costs, including attorneys' fees, related to the same.

**FRANCHISEE:**

Signed: ________________________________

Printed Name: ___________________________

Title: __________________________________

Date: __________________________________

SCHEDULE 5
WELLNESS ENTERPRISE SOLUTIONS, LLC
FRANCHISE AGREEMENT: INDIVIDUAL GUARANTY
(USE FOR CORPORATE, PARTNERSHIP OR OTHER ENTITY FRANCHISEE)

This Guaranty is to the Franchise Agreement between Wellness Enterprise Solutions, LLC (“we, us, our”) and ________________ (“Franchisee”) dated the __ day of ________, 20____.

1. The undersigned agree, individually and on behalf his or her marital community, to personally and unconditionally guarantee the performance of Franchisee under the Franchise Agreement and to perform all obligations under this Agreement on default by Franchisee. The undersigned further agree to pay any judgment or award against Franchisee obtained by us. Guarantors are also bound by covenants of the Agreement that by their nature or terms survive the expiration or termination of the Agreement, including but not limited to non-competition, indemnity and non-disclosure provisions.

2. Each Guarantor has consulted legal counsel of his/her own choosing as to his/her responsibilities and liabilities under this Guaranty.

3. Each Guarantor waives:

   a. Notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed;

   b. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed;

   c. Any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability;

4. Each Guarantor consents and agrees that:

   a. Liability under this Guaranty is joint and several with any other guarantor and the Franchisee;

   b. Each will render any payment or performance required under this Guaranty on demand, if Franchisee fails or refuses punctually to do so;

   c. Each will individually comply with the provisions and all subsections of the Agreements and associated documents;

   d. Liability is not contingent or conditioned on our pursuit of any remedies against Franchisee or any other persons; and

e. Liability is not affected by any extension of time, acceptance or part performance, release of claims, or other compromise that we may grant Franchisee or other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

f. Each waives acceptance and notice of acceptance by us; waives notice of demand, and waives protest and notice of default, except as may be required by the Franchise Agreement.

5. Each Guarantor further hereby consents and agrees that:

a. Guarantor's liability under this undertaking shall be direct, immediate, and independent of the liability of Franchisee, other guarantors, and the other owners of the Franchisee;

b. This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by an abandonment of the Agreement by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by impairment, modification, change, release or limitation of the liability of the Franchisee or its estate in bankruptcy or any remedy for enforcement resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

c. We may proceed against Guarantor and Franchisee jointly and severally, or We may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed; and

d. Guarantor agrees to pay all reasonable attorneys' fees and costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in the enforcing this undertaking against Guarantor.

Guarantor agrees to be personally bound by the arbitration obligations under Section XXV.D of the Agreement, including without limitation, the obligation to submit to binding arbitration the claims described in Section XXV.D of the Agreement in accordance with its terms.

**IN WITNESS WHEREOF**, each of the undersigned has affixed his or her signature, in his or her individual capacity, on the same day and year as the Agreement was executed.

Dated on the __________________ date of _____________ 20__.

**(Set forth the name, address and percentage ownership of each owner of Franchisee, their spouse and their percentage ownership, if applicable):**

| NAME | ADDRESS | PERCENTAGE |
|---|---|---|
| ______________________________ | ______________________________ | |
| Signed | ______________________________ | __________ |
| ______________________________ | ______________________________ | |
| Printed | | |
| ______________________________ | ______________________________ | |
| Signed | ______________________________ | __________ |
| ______________________________ | ______________________________ | |
| Printed | | |
| ______________________________ | ______________________________ | |
| Signed | ______________________________ | __________ |
| ______________________________ | ______________________________ | |
| Printed | | |
| ______________________________ | ______________________________ | |
| Signed | ______________________________ | __________ |
| ______________________________ | ______________________________ | |
| Printed | | |

SCHEDULE 6
WELLNESS ENTERPRISE SOLUTIONS, LLC

The following is a list of all managing partners, shareholders, partners or other investors in Franchisee, including all investors who own or hold direct or indirect interest in Franchisee and a description of the nature of their interest.

| **Name** | **Percentage of Ownership/Nature of Interest** |
|---|---|

In addition to the persons listed in paragraph A, the following is a list of all Franchisee's Principals described in and designated pursuant to Section XIX.B of the Franchise Agreement. Unless designated as a controlling Principal, each of the Franchisee's Principals shall execute the Confidentiality Agreement in the form set forth in Schedule 8.

SCHEDULE 7
WELLNESS ENTERPRISE SOLUTIONS, LLC
COLLATERAL ASSIGNMENT OF LEASE

Franchisee: ________________________________
________________________________

Franchisor: Wellness Enterprise Solutions, LLC
Date of this Collateral Assignment of Lease (the "Assignment"): ___________________

The Franchisee, to effect various provisions of that certain Franchise Agreement dated ______, 20 __, by and between Franchisee and Franchisor (the "Franchise Agreement"), hereby collaterally assigns to Franchisor (subject to the terms and conditions below) all of Franchisee's right, title and interest in, to and under that certain lease (the "Lease") dated ________ 20__, between Franchisee and ________________, ("Landlord"), for that property commonly known as __________________________: (the "Premises"), a copy of which Lease is attached to this Assignment.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

No material modification or amendment of the Lease shall occur or be effective without the prior written consent of Franchisor. Franchisee may not assign the Lease or sublease the Premises, and Landlord will not consent or allow Franchisee to assign the Lease or sublease the Premises without Franchisor's prior written consent, which shall not be unreasonably withheld.

Except as provided in the Franchise Agreement, we will not take possession of the Premises under this Assignment until and unless there is a termination, cancellation, rescission or expiration of the Franchisee's rights, or a default by Franchisee, under the Lease, any sublease and/or the Franchise Agreement. In such event(s), we (or its designee) may (but has no obligation to) take possession of the Premises and assume the Franchisee's rights under the Lease, and, in such event, Franchisee will have no further right, title or interest in or under the Lease or to the Premises, all such rights thereby passing to us or our designee, without the Landlord's further consent. The Franchisee will fully cooperate therewith and do all acts necessary or appropriate thereto. We will have no liabilities or obligations of any kind arising from, or in connection with, this Assignment, the Lease, the Premises or otherwise until and unless we take possession of the Premises pursuant to this Assignment and, in any event, we will only be responsible for those obligations accruing with respect to the Lease after the date of such express assumption. Upon taking possession of the Premises, we shall be obligated from that date forward to perform all of the duties and obligations of Franchisee under the Lease. We shall notify Landlord, in writing, within three days of taking possession of the Premises.

Notwithstanding anything herein to the contrary, upon us taking possession of the Premises, Franchisee shall not be relieved of any of its obligations under the lease.

The Franchisee will not permit any surrender, termination, amendment or modification of the Lease and will elect and exercise all options to extend the term of or renew, or assume in bankruptcy, the Lease not less than thirty (30) days prior to the last day that said rights must be exercised. If the Franchisee does not do so, we may to the extent consistent with the United States Bankruptcy Code (but has no obligation to) do such acts for the account of Franchisee and without any liability or obligation of us. Failure of us to exercise any remedy hereunder shall not be a waiver of any of its rights. Our rights and remedies under this Assignment are in addition to those which the Franchisor has under the Franchise Agreement or otherwise. This Assignment shall bind, and benefit, us and Franchisee and their respective successors and assigns. With respect to the Franchisor and Franchisee, the dispute resolution provisions (including, but not limited to, mediation, binding arbitration, waiver of jury trial and limitation of damages) of the Franchise Agreement shall apply to this Assignment, and/or any matter related in any way to it, but we may, in any event and at our option, proceed with any action in court for possession of the Premises and any related remedies. If there is more than one Franchisee, their obligations are joint and several. As between Landlord and us and/or Franchisee, the dispute provision of the Lease shall apply.

In the event Franchisee shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Landlord shall give written notice thereof to us and we shall have the right (but not the obligation) to cure such default. Landlord shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or avoid the Lease, for a period of fifteen (15) days following expiration of any cure period Franchisee may have under the Lease with respect to such default; provided, however, that in the case of any default which cannot with diligence be cured within said additional fifteen (15) day period, if we shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

Landlord will recognize and accept the performance by us of any act or thing required to be done by Franchisee under the terms of the Lease and will accept such performance as if it were performed by Franchisee.

Landlord agrees that in any case commenced by or against Franchisee under the United States Bankruptcy Code, we shall have standing to appear and act as a party to the Lease for purposes of the Bankruptcy Code, (but shall not have any obligations under the Lease unless we expressly assume the Lease). Landlord shall, during Franchisee's bankruptcy case, serve on us a copy of all notices, pleadings or documents which are given to Franchisee and service shall be in the same manner as given to Franchisee. If the Lease or Franchisee's rights under the Lease are terminated, whether by reason of default of Franchisee or Landlord, rejection of the Lease in any bankruptcy case, voluntary surrender and acceptance, or otherwise, then Landlord shall give written notice of such termination to us. We or our nominee shall have the option, exercisable by written notice to Landlord delivered not later than the 30th day after written notice that the termination has occurred, to receive from Landlord a new lease of the Premises on the same terms and conditions as the Lease, for the remaining term of the Lease (that is, the portion of the term that would remain absent the termination and the conditions or events causing the same), and such same terms and conditions shall include any extension rights provided for in the Lease.

Any notice or other communication required or permitted to be given under this Assignment shall be in writing and addressed to the respective party as set forth below. Notices shall be effective (i) on the next business day if sent by a nationally recognized overnight courier service, (ii) on the date of delivery by personal delivery and (iii) on the date of transmission if sent by facsimile during business hours on a business day (otherwise on the next business day) (with receipt of confirmation). Any party may change the address at which it is to receive notices to another address in the United States at which business is conducted (and not a post-office box or other similar receptacle), by giving notice of such change of address in accordance with this provision.

Notices to us, Franchisee or Landlord shall be addressed as follows:

[Insert applicable notice addresses].

This Assignment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

This Agreement shall be governed by and construed in accordance with the laws of the State of ______________.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under as of the date first above written.

**FRANCHISEE:**

| | |
|---|---|
| ____________________________________ | ____________________________________ |
| Signature | Signature |
| Printed Name: ________________________ | Printed Name: ________________________ |
| **LANDLORD:** | **FRANCHISOR:** |
| ____________________________________ | **Wellness Enterprise Solutions, LLC** |
| By: _______________________________ | By:: _______________________________ |
| Its: _______________________________ | Its: _______________________________ |

SCHEDULE 8
WELLNESS ENTERPRISE SOLUTIONS, LLC
CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Agreement is made and entered into __________________ 20_____, between Wellness Enterprise Solutions, LLC, a Massachusetts limited liability company (hereinafter referred to as "we, us, our"), _________________ (hereinafter referred to as "You")

**RECITALS:**

WHEREAS, We have acquired the right to develop a unique system (the "System") for the management and operation of an intravenous hydration therapy and medical weight loss business under the name and mark "The IV Hub™ Wellness" ("Business"); and

WHEREAS, the System includes but is not limited to certain trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin, including, but not limited to the mark The IV Hub™ Wellness and such other trade names, service marks, and trademarks as we may develop in the future to identify for the public the source of services and products marketed under such marks and under the System and representing the System's high standards of quality, appearance and service standards which include our: Such information, includes, but shall not be limited to, confidential matters, trade secrets, our: Services, Products (including our privately labeled products which are products developed by a third-party vendor and carry our brand such as our weight loss spray) and proprietary bundles and packages; administrative strategies, methods, techniques and procedures; specifications for all equipment, products and supplies; purchasing strategies, inventory management systems, vendor and supplier relationships, cost and pricing strategies; procedures for cleanliness, service standards, safety, sanitation and quality control; strategies for site acquisition, build-out and design specifications with unique décor, color scheme and signage; guidelines for hiring, training and retaining Employees; guidelines for managing the relationship with its PC (if applicable); our website, intranet system, third- party software, Operations Manual, photographs, video presentations, forms, contracts, record keeping and reporting methods; proprietary client acquisition, onboarding, education and pre-screening programs; social media, advertising, marketing and promotional strategies and materials all of which may be changed, improved and further developed by us from time to time and are used by us in the operation of the System ("Trade Secrets"); and

WHEREAS, the Trade Secrets provide economic advantages to us and are not generally known to, and are not readily ascertainable by proper means by our competitors who could obtain economic value from the knowledge and use of the Trade Secrets; and

WHEREAS, We have taken and intend to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, We have granted You (individually and/or through ownership of an entity) a limited right to manage and participate in the operation of a Business using the System and the Trade Secrets for the period defined in the franchise agreement made and entered into __________________, 20_____ ("Franchise Agreement") between You and us; and

WHEREAS, You and we have agreed in the Franchise Agreement on the importance to us and to You and other licensed users of the System of restricting use, access and dissemination of the Trade Secrets; and

WHEREAS, it will be necessary for You to have access to and to use some or all of the Trade Secrets in the management and operation of your Business using the System; and

WHEREAS, You have agreed to obtain from your staff written agreements protecting the Trade Secrets and the System against unfair competition; and

WHEREAS, each member of your staff wishes to remain, or wishes to become your employee; and WHEREAS, You will receive and use the Trade Secrets in the course of operating the Business;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. We shall disclose to You some or all of the Trade Secrets relating to the System.

2. You shall receive the Trade Secrets in confidence, maintain them in confidence and use them only in connection with the management and/or operation by you of the Business using the System for so long as you are licensed by us to use the System.

3. You shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without our express written permission.

4. You shall not at any time disclose or permit the disclosure of the Trade Secrets except to your staff then only to the limited extent necessary to train or assist your staff in the management or operation of a Business using the System.

5. That all information and materials, including without limitation, drawings, specifications, techniques and compilations of data which we shall designate as confidential shall be deemed the Trade Secrets for the purposes of this Agreement.

6. You shall surrender the Confidential Operations Manual and such other manuals and written materials as we shall have developed (“Manuals”) described in the Franchise Agreement and any other materials containing some or all of the Trade Secrets provided to You by us, upon our request, or upon conclusion of the use for which the Manuals or other information or material may have been furnished to You.

7. You shall not, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System or the Names and Marks.

8. The Manuals are loaned by us to You for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor’s written consent.

9. In further consideration for the disclosure to You of the Trade Secrets and to protect the uniqueness of the System, You agree that during the term of this Agreement and for two (2) years following the earlier of the expiration, termination or transfer of all of your interest in the Franchise Agreement, You will not, without our prior written consent:

   a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or client of the Business to any competitor.

   b. Employ or seek to employ any person who is at the time employed by us or any franchisee or developer of us, or otherwise directly or indirectly induce such persons to leave that person's employment.

   c. Directly or indirectly, for itself or through, on behalf of or in conjunction with any person, partnership or corporation, own, maintain, operate, engage in, consult with or have any financial or beneficial interest in (including interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business which is the same or similar to The IV Hub™ Wellness concept including, but not limited to, any type of business offering services and products that are similar to the Services and Products of a The IV Hub™ Wellness business (Franchisee is not prohibited from practicing medicine or working in the healthcare or medical industry; however, Franchisee cannot be associated with any type of business that uses or offers any similar aspects of our System or which characterizes a The IV Hub™ Wellness business) which business is, or is intended to be, located within a ten (10) mile radius of the Approved Location or of any The IV Hub™ Wellness business (which includes company-owned businesses and/or other franchise businesses) in existence or under construction as of the earlier of the expiration or termination of, or the transfer of all or your interest in, the Franchise Agreement.

10. You undertake to use your best efforts to ensure that Employee acts as required by this Agreement.

11. You agree that in the event of a breach of this Agreement, we would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, We shall be entitled to enforce this Agreement and shall be entitled, in addition to any other remedies which are available to us at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

12. You agree to pay all expenses (including court costs and reasonable legal fees) incurred by us and You in enforcing this Agreement.

13. Any failure by us or You to object or to take action with respect to any breach of this Agreement by You shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by You.

14. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF MASSACHUSETTS. THE PARTIES AGREE THAT ANY ACTION BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY COURT, WHETHER FEDERAL OR STATE, SHALL BE BROUGHT IN MASSACHUSETTS IN THE JUDICIAL DISTRICT IN WHICH FRANCHISOR HAS ITS PRINCIPAL PLACE OF BUSINESS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF, THE FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN STATE WHICH HAS JURISDICTION. THE PARTIES HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION.

15. The Parties agree that each of the above 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 Agreement is held unreasonable or unenforceable by a court or agency having a valid jurisdiction in an unappealed final decision to which we are a party, You expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

16. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made herein. This Agreement may be modified only by a duly authorized writing executed by all Parties.

17. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid or facsimile, or email, (provided that the sender confirms the facsimile or email by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective Parties.

If directed to us, the notice shall be addressed to:

Wellness Enterprise Solutions, LLC
469 Salem St. Suite 23
Medford, MA 02155
Attention: Noreen Connolly, President
Telephone: (617) 869-0575

If directed to You, the notice shall be addressed to:

_________________________________________
Attention: ________________________________
Telephone: _______________________________

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above.

Any notices sent by expedited delivery service or certified or registered mail shall be deemed given three (3) business days after the time of mailing. Any change in the above addresses shall effective by giving fifteen (15) days written notice of such change to the other party.

18. The rights and remedies of us under this Agreement are fully assignable and transferable and shall inure to the benefit of its successors, assigns and transferees. The respective obligations of you and your staff hereunder are personal in nature and may not be assigned by you or your staff, as applicable.

**IN WITNESS WHEREOF,** the undersigned have entered into this Agreement, as an entity and in his or her individual capacity, as witnessed by their signatures below:

**Wellness Enterprise Solutions, LLC**
a Massachusetts limited liability company

Signature: __________________________

Printed Name: _______________________

Title: _______________________________

**YOU:**

Signature:___________________________

Printed Name: ________________________

# EXHIBIT B

## DIRECTORY OF FEDERAL, STATE AND CANADIAN FRANCHISE REGULATORS

## FEDERAL

## FEDERAL TRADE COMMISSION

Division of Marketing Practices
Seventh and Pennsylvania Avenues, N.W.
Room 238
Washington, D.C. 20580
202-326-2970

## STATE FRANCHISE REGULATORS & AGENTS FOR SERVICE OF PROCESS

**CALIFORNIA**
California Department of Financial Protection and Innovation
2101 Arena Blvd
Sacramento, CA 95834
866-275-2677

**CONNECTICUT**
Connecticut Department of Banking
Securities Division
260 Constitution Plaza
Hartford, Connecticut 06103
800-831-7225

**FLORIDA**
State Department of Agriculture and Consumer Services
P.O. Box 6700 Suite 7200
Tallahassee, FL 32314-6700
850-410-3754

**HAWAII**
Commissioner of Securities of the State of Hawaii
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street Room 205
Honolulu, HI 96813
808-586-2722

**ILLINOIS**
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62701
217-782-4465

**INDIANA**
Chief Deputy Commissioner
Securities Divisions
302 West Washington Street Room E-111
Indianapolis, Indiana 46204
317-232-6681

**MARYLAND**
Securities Commissioner
Division of Securities
200 St. Paul Place 20th Floor
Baltimore, Maryland 21202-2020
410-576-6360

**MICHIGAN**
Consumer Protection Division
Franchise Administrator
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
517-373-7117

**MASSACHUSETTS**
Noreen Connolly
469 Medford, MA 02155
617-869-0575

**MINNESOTA**
Minnesota Department of Commerce
Securities Section
85 Seventh Place East Suite 280
St. Paul, MN 551011
651-539-1600

**NEW YORK**
New York Secretary of State
99 Washington Avenue
Albany, New York 12231
518-473-2492

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
212-416-8236

**NORTH DAKOTA**
Franchise Examiner
600 East Boulevard
State Capitol 5th
Bismarck, ND 58505
701-328-9291

**RHODE ISLAND**
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue Bldg. 69-2
Cranston, Rhode Island 02920
401-462-9527

**SOUTH DAKOTA**
Franchise Administrator
Division of Securities
124 S. Euclid Ave Suite 104
Pierre, South Dakota 57501
605-773-4823

**TEXAS**
Registrations Unit
Secretary of State
PO Box 13193
Austin Texas 78711-2697
512-475-1769

**WASHINGTON**
Securities Administrator
150 Israel Road SW
Tumwater, WA 98501
360-902-8760

**WISCONSIN**
Franchise Registration
Divisions of Securities
P.O. Box 1768
Madison, Wisconsin 53701
608-266-1064

**VIRGINIA**
Clerk of the State Corporation Commission
1300 East Main St, 9th Floor
Richmond, Virginia 23219
804-371-9733

State Administrator:
State Corporation Commission
1300 East Main St. 9th Floor
Richmond, Virginia 23219
804-371-9051

# EXHIBIT C

## FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Wellness Enterprise Solutions, LLC ("we," "us" or "Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a The IV Hub™ Wellness Franchised Business. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate, or misleading.

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed our Franchise Agreement and each exhibit and schedule attached to it?

   Yes _____ No _____ Your Initials _____

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?

   Yes _____ No _____ Your Initials _____

   If "No," what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary)

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

3. Have you received and personally reviewed the Disclosure Document we provided to you?

   Yes _____ No _____ Your Initials _____

4. Do you understand all of the information contained in the Disclosure Document?

   Yes _____ No _____ Your Initials _____

   If "No," what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary)

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

5. Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor and/or do you understand the risks?

Yes _____ No _____ Your Initials _____

6. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____ Your Initials _____

7. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Franchised Business operated by us or our franchisees?

Yes _____ No _____ Your Initials _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning the Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials _____

9. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Franchised Business?

Yes _____ No _____ Your Initials _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue a Franchised Business will generate?

Yes _____ No _____ Your Initials _____

11. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials _____

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____ Your Initials _____

13. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials _____

14. If you have answered “Yes” to any of questions 7 through 13, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

If you have answered “No” to all of questions 7 through 13, please leave the following lines blank.

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

15. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and the Franchisor?

Yes _____ No _____ Your Initials _____

________________________________________

You understand that your answers are important to us and we will rely on them. By signing this Questionnaire, you, on behalf of yourself (and your franchise entity) are representing that you have responded truthfully to the above questions.

________________________________________
Signature
(individually and on behalf of franchise entity)

________________________________________
Print Name

________________________________________
Date

# EXHIBIT D

## STATE ADDENDA

**STATE LAW ADDENDA**
**TO**
**FRANCHISE DISCLOSURE DOCUMENT**
**AND**
**FRANCHISE AGREEMENT**

The following modifications are to the Wellness Enterprise Solutions, LLC Disclosure Document and will supersede, to the extent then required by applicable state law, certain portions of the Franchise Agreement dated , 20____.

## I. FRANCHISOR/FRANCHISEE RELATIONSHIP STATUTES

(Including Renewal and Termination Rights)
For franchises governed by laws of the following states:

CALIFORNIA, COLORADO, HAWAII, ILLINOIS, INDIANA, IOWA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

These states have statutes that may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise:

| | |
|---|---|
| ARKANSAS | Stat. Section 4-72-201 to 4-72-210 |
| CALIFORNIA | Corporations Code Sections 31000 to 31516 |
| CONNECTICUT | Gen. Stat. Section 42-133e to 42-133n |
| DELAWARE | Code, Tit. 6, Ch. 25, Sections 2551-2557 |
| HAWAII | Rev. Stat. Section 482E-1 to 482E-12. |
| ILLINOIS | Rev. Stat. 815. ILCS 705/19 and 705/1 to 705/44 |
| INDIANA | Stat. Sections 23-2-2.5.1 and 23-2-2.5.50 |
| IOWA | Code Sections 523H.1 to H.17 |
| MARYLAND | Business Regulation Code Ann. 14-201 to 14-233 |
| MICHIGAN | Stat. Section 445.1501 to 445.1545 |
| MINNESOTA | Stat. Section 80C.01 to 80C.22 |
| MISSISSIPPI | Code Section 75-24-51 to 75-24-61 |
| MISSOURI | Stat. Section 407.400 to 407-420 |
| NEBRASKA | Rev. Stat. Section 87-401 to 87-414 |
| NEW JERSEY | Stat. Section 56:10-1 |
| NEW YORK | NY Gen. Bus 680 to 695. |
| RHODE ISLAND | Gen. Laws 6-50-1 to 6-50-9 |
| VIRGINIA | Code 13.1-557-57 to 13.1-574 |
| WASHINGTON | Code Section 19.100.01 to 19.100.940 |
| WISCONSIN | Stat. Section 135.01 to 135.065 |

These and other states may have court decisions that may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise.

In addition,

**ILLINOIS** Illinois franchisees should note that the conditions under which your franchise can be terminated, and your rights upon non-renewal are governed by Illinois laws, Illinois Complied status 815 ILCS 709/19 and 709/20.

Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

**INDIANA** Indiana franchisees should note that Indiana Law provides that it is unlawful for a Franchise Agreement to contain certain provisions in the area of required purchases, modification, competition, increases in the price of goods on order termination and non renewal, covenants not to compete, and limitations on litigation. Indiana law also prohibits franchisors from engaging in certain acts and practices, including coercion, refusing delivery of goods or services, denying the surviving spouse or estate of the Franchisee an opportunity to participate in the ownership of the franchise, unreasonable competition, unfair competition, unfair discrimination among franchisees, and using deceptive advertising.

**MINNESOTA** law requires that with respect to the franchises governed by Minnesota law, the Franchisor will comply with Minnesota. Statute 80C.14 subdivisions 3, 4, and 5 which require except in certain specific cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In accordance with Minnesota Rule 2860.4400J, and to the extent required by law, the Disclosure Document and the Franchise Agreement are modified so that the Franchisor cannot require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

Pursuant to Minn. Stat. Sec. 80C.12, to the extent required by this Minnesota law, the Franchise Agreement and Item 13 of the Disclosure Document are amended to state that the Franchisor will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify our from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the Franchisor's primary trade name.

All statements in the Disclosure Document and Franchise Agreement that state that Franchisor is entitled to injunctive relief are amended to read: "franchisor may seek injunctive relief" and a court will determine if a bond is required.

Minnesota Rule 2860.4400D prohibits the Franchisor from requiring a Franchisee to assent to a general release. The Disclosure Document and Franchise Agreement are modified accordingly, and to the extent required by law.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17.Subd.5.

____________________________________
(Signature of Franchisee)

____________________________________
(Name of Franchisee)

____________________________________
(Title)

**RHODE ISLAND** Notwithstanding anything in this Agreement to the contrary, all Rhode Island located franchisees will be governed by the Rhode Island Franchise Investment Act.

**WASHINGTON** If any of the provisions of this Franchise Disclosure Document or the Franchise Agreement are inconsistent with the relationship provisions of R.C.W. 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over inconsistent provisions of the Franchise Disclosure Document and the Franchise Agreement with regard to any franchise sold in Washington.

**WISCONSIN** Chapter 135, Stats. Of the Wisconsin Fair Dealership Law supersedes any provisions of the Franchise Agreement that may be inconsistent with that law.

## II. POST-TERM COVENANTS NOT TO COMPETE

For franchises governed by laws of the following states:

CALIFORNIA, CONNECTICUT, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

These states have statutes which limit the Franchisor's ability to restrict your activity after the Franchise Agreement has ended.

| | |
|---|---|
| California Business and Professions Code | Sections 16,600 to 16.607 |
| Michigan Compiled Laws | Section 445.771 et seq. |
| Montana Codes | SECTION 30-14-201 |
| North Dakota Century Code | Section 9-08-06 |
| Oklahoma Statutes | Section 15-217-19 |

| | |
|---|---|
| Washington Code | Section 19.86.030 |

Other states have court decisions limiting the Franchisor's ability to restrict your activity after the Franchise Agreement has ended.

## III. TERMINATION UPON BANKRUPTCY

For franchises governed by laws of the following states:

CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, VIRGINIA, WASHINGTON, WISCONSIN

A provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the franchise may not be enforceable under Title 11, United States Code Section 101.

## IV. LIQUIDATED DAMAGES PROVISIONS

The following states have statutes which restrict or prohibit the imposition of liquidated damages provisions:

| | |
|---|---|
| CALIFORNIA | Civil Code Section 1671 |
| INDIANA | IC 23.2-2.5-2 |
| MINNESOTA | Rule 2860.4400 |

State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contact law, and state and federal court decisions.

For franchises governed by the laws of the state of MINNESOTA, liquidated damage provisions are void.

## V. STATE ADDENDUMS

The following are Addendums for Franchises governed by the laws of the respective states as follows:

### CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the Disclosure Document.

The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et. Seq., suspending or expelling such persons from membership in such association or exchange.

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

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.

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

The franchise agreement requires binding arbitration. The arbitration will occur in Middlesex County, Massachusetts with the costs being borne by the prevailing party. 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 requires application of the law of Massachusetts. This provision may not be enforceable under California law.

Section 31125 of the California Corporation Code requires us to give you a disclosure document, in a form and containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release of claims 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 §§31 000 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).

OUR URL IS: WWW.THEIVHUBWELLNESS.COM OUR WEBSITE 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 WWW.DFPI.CA.GOV

**ILLINOIS**

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

The governing law or choice of law clause described in the Disclosure Document (including a risk factor on the cover page) and contained in the Franchise Agreement may not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application for the Illinois Franchise Disclosure Act in all situations to which it is applicable.

Item 5 of the Disclosure Document and Section 4.1 of the Franchise Agreement is hereby amended if the Attorney General of Illinois requires the following: to provide that all initial franchise fees are deferred, or alternatively, deposited into escrow, until all Franchisor's pre-opening obligations to franchisee have been met and the franchisee is open for business. This deferral requirement has been imposed by the Illinois Attorney General's Office based upon Franchisor's financial condition. A financial assurance is not required as a condition of registration.

Illinois law requires that the Franchisor give you a copy of the Disclosure Document as registered with the Attorney General together with a copy of all proposed agreements relating to the sale of the franchise before the earlier of:

16. 14 days before our execution of a binding Franchise Agreement or other agreement, and

17. 14 days before the Franchisor receives any payment from you.

Your rights upon termination and non-renewal of the Franchise Agreement are set forth in Section 19 and Section 20 of the Illinois Franchise Disclosure Act.

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.

| WELLNESS ENTERPRISE SOLUTIONS, LLC | FRANCHISEE |
|---|---|
| By: ______________________ | By: ______________________ |
| Title: ______________________ | Title: ______________________ |
| Date: ______________________ | Date: ______________________ |

**INDIANA**

To the extent that Item 17 of the Disclosure Document and Section XVIII of the Franchise Agreement re inconsistent with the Indiana Deceptive Franchise Practice Law, which prohibits a prospective general release of any claims for liability imposed under it, the Indiana Deceptive Franchise Practice Law may supersede such inconsistent terms.

To the extent that Item 17 of the Disclosure Document and Section XXIV and Schedule 8 of the Franchise Agreement are in conflict with Section 2.7-1(9) of the Indiana Deceptive Franchise Practice Law, prohibiting non-competition agreements exceeding 3 years or an area greater than the exclusive area granted in the Franchise Agreement, Indiana law shall prevail.

Section 2.7-1(10) of the Indiana Deceptive Franchise Practice Law, which prohibits limiting litigation brought for breach of the agreement, supersedes items in this Disclosure Document and Franchise Agreement, to the extent that such items are inconsistent with Section 27-1(10) of the Indiana Deceptive Franchise Practice Laws.

**MARYLAND**

Item 17 of Disclosure Document and Section XXII of the Franchise Agreement requiring that franchisee sign a general release as a condition of purchase/renewal or assignment/transfer, may not be enforceable pursuant to the Maryland Franchise Registration and Disclosure Law, and are amended to the extent required by Maryland law. The requested release shall not apply to any liability under the Maryland Franchise Registration and Disclosure law.

Any provisions of the Disclosure Document or Franchise Agreement that require franchisee to disclaim the occurrence of or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law 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.

Provisions in the Disclosure Document and Franchise Agreement requiring franchisee to file any lawsuit in a court in the State of Massachusetts may not be enforceable under the Maryland Franchise Registration and Disclosure Law. Franchisees may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document and Section XXV of the Franchise Agreement are amended accordingly to the extent required by Maryland law.

To the extent that Franchise Agreement requires and the Disclosure Document discloses that a Franchisee must agree to a period of limitations of less than three years, this limitation to a period of less than three years shall not apply to any claims arising under the Maryland Franchise Registration and Disclosure Law.

Item 5 of the Disclosure Document and Sections IX(C) of the Franchise Agreement is amended to provide that the initial franchise fee and any other initial payments are due and payable when all Franchisor's pre-opening obligations to franchisee have been met.

On the next page is the form of release that will be request of Maryland franchisees as a condition to the franchisor's consent to the transfer of the franchise.

**FORM OF RELEASE FOR MARYLAND FRANCHISEES**

This Release is made on ________________, 20___, between Wellness Enterprise Solutions, LLC, a Massachusetts limited liability company ("Franchisor") and its officers, directors and agents ("Affiliates"), and ("Franchisee").

**RECITALS**

A. Franchisor and Franchisee entered into a Franchise Agreement dated _____________, 20____ (the "Franchise Agreement") in which Franchisor granted franchisee the right to located, develop, and operate a The IV Hub™ Wellness business (the "Franchised business"), and Franchisee assumed obligations to located, develop, and operate the franchised Business.

B. As a condition to Franchisor's consent to the transfer of the Franchised Business, Franchisee is willing to release franchisor from certain obligations arising from the Franchise Agreement and related agreements, and any claims franchisee may have against each Franchisee as described herein.

**AGREEMENT**

1. **RELEASE AND COVENANT NOT TO SUE**

Subject to the terms of this Release, and in consideration for the consent described above, Franchisee and the undersigned individual guarantors, if applicable, hereby release and discharge and hold harmless Franchisor, its principals, agents, shareholders, officers, directors, employees, successors, assigns, subsidiaries, and affiliated groups and each of them ("Affiliates"), from any and all losses, claims, debts, demands, liabilities, actions, and causes of action, of any kind, whether known or unknown, past or present, that any of them may have or claim to have against Franchisor or its Affiliates and any of them before or on the date of this release, arising out of or related to the offer, negotiation, execution, and performance of the Franchise Agreement, the operation of the Franchised Business, and all circumstances and representations relating to such offer, negotiation, execution, performance, and operation (collectively, "Released Claims", except as specifically reserved:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Franchisee and guarantors agree that Released Claims shall specifically include any claim or potential claims under the Title 14 Sections 14-201 through 14-233 of the Maryland Annotated Code and laws otherwise governing relationships between franchisors and franchisees. Franchisee and guarantors hereby covenant and agree that none of them will bring any action against Franchisor or its Affiliates in connection with any Released Claim.

2. **NO ADMISSION**

Nothing contained in this Agreement shall be construed as an admission of liability by either party.

3. **NO ASSIGNMENT**

Each party represents and warrants to the other that it has not assigned or otherwise transferred or subrogated any interest in the Franchise Agreement or in any claims that are related in any way to the subject matter of this Release. Each party agrees to indemnify and hold the other fully and completely harmless from any liability, loss, claim, demand, damage costs, expense and attorneys' fees incurred by the other as a result of any breach of this representation or warranty.

4. **ENTIRE AGREEMENT**

This Release embodies the entire agreement between the parties and supersedes any and all prior representations, understandings, and agreements with respect to its subject matter. There are no other representations, agreements, arrangements, or understandings, oral or in writing, and signed by the party against whom it sought to be enforced.

5. **FURTHER ACTS**

The parties agree to sign other documents and do other things needed or desirable to carry out the purpose of this Release.

6. **SUCCESSORS**

This Amendment and Release shall bind and insure to the benefit of the parties, their heirs, successors, and assigns.

7. **GOVERNING LAW; JURISDICTION**

This Release shall be construed under and governed by the laws of the State of Massachusetts, and the parties agree that the courts of Middlesex County, Massachusetts, shall have jurisdiction over any action brought in connection with it, except to the extent that the Franchise Agreement is governed by the laws or venue provisions of another state.

8. **SEVERABILITY**

If any part of this release is held invalid or unenforceable to any extent by a court of competent jurisdiction, this Release shall remain in full force and effect and shall be enforceable to the fullest extent permitted, provided that it is the intent of the parties that it shall be entire, and if it is not so entire because it is held to be unenforceable, then this Release and the consent given as consideration for it shall be voided by frustration of its purpose.

9. **VOLUNTARY AGREEMENT**

Each party is entering into this Release voluntarily and, after negotiation, has consulted independent legal counsel of its own choice before signing it, is signing it with a full understanding of its consequences, and knows that is not required to sign this Amendment and Release. The parties acknowledge and agree that this Amendment and Release constitutes a release or waiver executed pursuant to a negotiated agreement between a Franchisee and a Franchisor arising after the Franchise Agreement has taken effect and as to which each part is represented by independent legal counsel.

The IV Hub™ Wellness Franchisee

By ______________________________________

Its______________________________________

By ______________________________________

Its______________________________________

MICHIGAN

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 relating to a franchise:

A. A prohibition of 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 this 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 its 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 applied only if:

1. The term of the franchise is less than 5 years; and

2. 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. This 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 Sub-Franchisor.

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 bon 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 that permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
Lansing, Michigan 48913
Phone: 517/373-7117

**MINNESOTA**

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In accordance with Minnesota Rule 2860.440J, and to the extent required by law, the Disclosure Document and the Franchise Agreement are modified so that the Franchisor cannot require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

Pursuant to Minn. Stat. Sec. 80c.12), to the extent required by this Minnesota law, the Franchise Agreement and Item 13 of the Disclosure Document are amended to state that the Franchisor will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify our from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the Franchisor's primary trade name.

All statements in the Disclosure Document and Franchise Agreement that state that Franchisor is entitled to injunctive relief are amended to read: "franchisor may seek injunctive relief" and a court will determine if a bond is required.

Minnesota Rule 2860.4400D prohibits the Franchisor from requiring a Franchisee to assent to a general release. The Disclosure Document and Franchise Agreement are modified accordingly, and to the extent required by law.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17.Subd.5.

**NEW YORK**

**FRANCHISE DISCLOSURE DOCUMENT**

The cover page of the Franchise Disclosure Document will be supplemented with the following inserted at the bottom of the cover page:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A 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 FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR 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.**

Item 3 of the Franchise Disclosure Document: Add the following:

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, and any person identified in Item 2. The following is added at the end of Item 3:

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. a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

Item 4 of the Franchise Disclosure Document: Add the following language:

A. Neither the Franchisor, its predecessors, or any person identified in Item 2 filled as an individual or business for protection under the U.S. Bankruptcy Code during the ten-year period immediately before the date of the Disclosure Document:

B. Filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;

C. Obtained a discharge of its debuts under the bankruptcy code; or

D. 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 held this position and or company or partnership.

Item 5 of the Franchise Disclosure Document: Add at the end of the last paragraph:

> The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

Item 17. Add the following:

> 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.

The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": You may terminate the agreement on any grounds available by law.

The following 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.

The following 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 foregoing 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.

**NORTH DAKOTA**

I. Item 5 is amended by the addition of the following language to the original language:

Refund and cancellation provisions do not apply to franchises operating under the North Dakota franchise Investment Law. If the Company elects to cancel the Franchise Agreement, the Company will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred. This amount may not be more than fifty percent (50%) of the Franchise Fee.

II. Item 5, Note 1, the last paragraph shall be amended to read as follows:

If your Franchise Agreement is terminated, you may be required to continue royalty payments for so long as you or our assignee or successor continues to use our trademarks or systems in any way.

III. Item 6, Note 4, shall be amended to read as follows:

Note 4: You must protect, indemnify, and hold us harmless against any claims or losses arising out of your operation of the franchise business. Each party will bear its own expenses of any litigation to enforce the agreement.

IV. Item 17 is amended by the addition of the following language to the original language:

A. A provision is the Franchise Agreement that terminates the Franchise Agreement on the bankruptcy of the franchisee may not be enforceable under Title II, U.S. Code, Section 101.

B. The erosion of a general release on renewal, assignment, or termination does not apply to franchises operating under the North Dakota Franchise Investment Law.

C. The North Dakota Century Code, Section 9-08-06 limits the franchisor's ability to restrict your ability to restrict your activity after the Franchise Agreement has ended.

D. Under North Dakota law, liquidated damages provisions are void. State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contract law, and state and federal court decisions. Thus, the provision requiring you to continue to pay amounts to franchisor if you elect to cancel the agreement may not be enforceable under North Dakota law.

V. Item 17 is amended to read as follows:

| **PROVISION** | **FRANCHISE AGREEMENT** | **SUMMARY** |
|---|---|---|
| Your obligations on termination non-renewal | FA: XXIV | De-Identification, payment, non-disclosure, non-competition; you continue to pay royalties for so long as you use the trademarks if terminated for breach, unless you abandon the business, abide by post termination covenants, and release and indemnify us. |

VI. Item 17: The Choice of Law and Arbitration sections are amended to read as follows:

A. The Franchise Agreement shall be governed by the laws of North Dakota.

B. Except as specifically otherwise provided in the Franchise Agreement, all contract disputes that cannot be amicably settled will be determined by arbitration under the Federal Arbitration Act and in accordance with the rules of the American Arbitration Association. Arbitration will take place at an appointed time and place in the county and state in which your franchised business is located. However, nothing in the Franchise Agreement limits or precludes the parties from brining an action in a court of competent jurisdiction for injunction or other provisional relief as needed or appropriate to compel a party to comply with its obligations or to protect the marks or the company's other property rights.

C. The Choice of Forum section is amended to delete the following:

Any action will be brought in the state or federal courts in Middlesex County, Massachusetts.

**FRANCHISE AGREEMENT**

**I.** Article IX, concerning refunds of initial franchise fees and royalties, is amended to add the following:

Refund and cancellation provisions do not apply to franchisees operating under the North Dakota Franchise Investment Law. If Franchisor elects to cancel this Franchise Agreement, Franchisor shall be entitled to a reasonable fee for its evaluation of Franchisees and related preparatory work performed and expenses actually incurred. This amount shall be no more than fifty percent (50%) of the franchise fee.

**II.** Sections XXIII and XXII, relating to termination and transfer, are amended to add the following:

The execution of a general release on renewal, assignment, or termination does not apply to franchises operating under the North Dakota Franchise Investment Law.

**III.** Section XXIII(H), providing for liquidated damages on termination of the Franchise Agreement, is hereby amended to read as follows:

h. Pay to Franchisor royalty fees and other ongoing fees, and other amounts Franchisee owes to Franchisor, as though Franchisee were still an active Franchisee, for so long as Franchisee or its assignee or successor continues to use the trademarks in any way. Franchisor is also entitled to all other applicable remedies.

**IV.** Section XXV is amended to read as follows:

In any action to enforce this Agreement or to seek remedies on default by either party, each party shall bear its own expenses of litigation or enforcement.

**V.** A. Section XXV is amended to add the following:

THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER TAKE EFFECT ON ACCEPTANCE AND EXECUTION BY THE COMPANY AND SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF NORTH DAKOTA, EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT 15, U.S.C. SECTIONS 1015, ET. SEQ.) .

B. Section XXV (H) providing for exclusive jurisdiction in Middlesex County, Massachusetts is deleted.

C. Paragraph XXV to the extent it provides for a limitation of one year on actions under the Franchise Agreement is hereby deleted.

D. Section XXV to the extent it provides for a waiver of punitive or exemplary damages, and a waiver of jury trial, is deleted.

**VI.** The Arbitration section shall be deleted and amended to read as follows:

Except as specifically otherwise provided in this Agreement, the parties agree that all contract disputes that cannot be amicably settled shall be determined by arbitration under the Federal Arbitration Act as amended and in accordance with the rules of the American Arbitration Association or any successor thereof. Arbitration shall take place at an appointed time and place in the County and State in which Franchisee's franchised business is located. However, nothing contained herein shall be construed to limit or to preclude the parties from brining any action in any court of competent jurisdiction for injunctive or other provisional relief as the parties deem to be necessary or appropriate to compel either party to comply with its obligations hereunder or to protect the marks or other property rights of franchisor.

**VII.** The Acknowledgement section is amended to add the following:

Franchisee acknowledges that Franchisee received a copy of this Franchise 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.

**VIII.** The Covenants section is amended to add the following:

Covenants not to compete on termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

**RHODE ISLAND**

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that:

A provision in a Franchise Agreement restricting jurisdiction of venue to a forum outside this state or requiring the application of the laws of another state are void with respect to a claim otherwise enforceable under this Act.

**VIRGINIA**

In recognition of the restrictions contained in 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Benoit Bliss, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Under 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 grounds 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.

**Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from $65,875 to $121,890. This amount exceeds the franchisor’s stockholders’ equity as of July 28, 2025, which is $100,000.

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 in connection with the franchise.

**WASHINGTON**

**This section operates as an addendum to the Franchise Agreement.**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

The Disclosure Document and Franchise Agreement are amended to reflect that the Franchisor will defer collection of all initial fees until the Franchisor has provided all of its pre-opening obligations under the Franchise Agreement and the franchisee is open for business.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington. 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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this ____ day of _____________ 20__.

| | |
|---|---|
| ________________________________ | ________________________________ |
| FRANCHISOR | FRANCHISEE |

**This addendum may also be used as a rider to the Franchise Disclosure Document**

# EXHIBIT E

## OPERATION MANUAL
## TABLE OF CONTENTS

## OPERATIONS MANUAL
## TABLE OF CONTENTS



**Total Pages in Operations Manual: 239**

# EXHIBIT F

## OPTION AGREEMENT

# FRANCHISE OPTION AGREEMENT

This Option Agreement is entered into as of ___________, 20___ between Wellness Enterprise Solutions, LLC ("Franchisor") and _______________________ ("Optionee").

10. Grant of Option. Optionee is hereby granted an option to be awarded a The IV Hub$^{TM}$ Wellness Franchise.

11. Location. Optionee has the exclusive right to enter into a Franchise Agreement during the term of this Option Agreement for a The IV Hub$^{TM}$ Wellness franchise to be opened within the area of _______________ or __________ miles of the "selected address" listed below. The exact location of the franchise is chosen by Optionee, subject to Franchisor's approval.

12. Option Fee. A non-refundable option payment of $5,000 is required with the execution of this Agreement. The option payment will be credited towards the Initial Franchise Fee of $50,000 or $35,000 for a second franchise and any additional franchises thereafter provided that the Franchise Agreement is executed on or before the expiration date of this Agreement. An Optionee must prove financial qualifications and pass the background, credit, and criminal checks generally required of The IV Hub$^{TM}$ Wellness franchisees and maintain those requirements at the time you exercise this option. No refund will be paid if the financial qualifications or background check of the owners cannot be met before a franchise is granted.

13. Term. This Option will have a term of six months and begins on the date of this Agreement listed below.

14. Notices. All notices sent by one party to the other must be hand-delivered, sent by registered or certified mail, return receipt requested, or transmitted by facsimile, or sent via electronic means if the sender can verify receipt. They will be addressed to Franchisor at its office as above designated, or at the other address Franchisor designates in writing, and addressed to Optionee at the address Optionee designates in writing. Any notice is deemed given and received, when delivered, if hand-delivered; if sent by facsimile or electronic means, on the next business day after sent; and if mailed, on the third business day following the mailing.

15. Governing Law. This Agreement is valid when executed and accepted by Franchisor and is governed by the laws of the State of Massachusetts. Middlesex County, Massachusetts will be the venue for any arbitration or litigation. This choice of laws will not affect the scope of the Massachusetts franchise, business opportunity or related statutes, and nothing in this Agreement will be deemed to extend the scope of application of those laws.

Selected Address ________________________________
________________________________
________________________________

Dated _______________, 20__ Expiration Date _______________

**FRANCHISOR:**

**Wellness Enterprise Solutions, LLC**

Signed ___________________________________
Name ____________________________________
Title _____________________________________

Signed ___________________________________
Name ____________________________________
Title _____________________________________

**OPTIONEE:**

Signed ___________________________________
Name ____________________________________
Title _____________________________________

Signed ___________________________________
Name ____________________________________
Title _____________________________________

# EXHIBIT G

## LIST OF FRANCHISEES

SINCE THIS IS A NEW FRANCHISE OFFERING THERE ARE PRESENTLY NO FRANCHISEES TO LIST.

# EXHIBIT H

## FRANCHISEES WHO LEFT THE SYSTEM

NO FRANCHISEES HAVE LEFT THE FRANCHISE SYSTEM
AS OF THE DATE OF THE DISCLOSURE DOCUMENT.

# EXHIBIT I

## FINANCIAL STATEMENTS

# WELLNESS ENTERPRISE SOLUTIONS, LLC

**FINANCIAL STATEMENTS**

**FOR THE PERIOD ENDED**

**JUNE 14, 2024**

(With Independent Auditors' Report Theron)

**WELLNESS ENTERPRISE SOLUTIONS, LLC**
**TABLE OF CONTENTS**

---

GARY B. SELLARI, CPA*/PFS, MSM
SCOTT A. STEIN, CPA**
SUZI J. RAPP, CPA*, MAC
B. CHARLES SELLARI, CPA*, MTAX
TOM KEYS, CPA*, CGMA

VICTORIA BOLSKAR, CPA***, LTD
DUSTAN J. BROWN, CPA****
MARY L. CONTESSA, CPA*, PA
STEVE A. GOINDOO, CPA**/PFS, MTAX, CFPS
NICHOLAS J. FRONTERA, CPA*
SHARON HOWARD, CPA, CMA, MST*****
CANDACE ANTEZANA KLOTZBIER, CPA*
CHRISTINE M. MCKENNA, CPA*
JAMIE M. RUSSO, CPA*
JANET SCALZITTI, CPA****
APRIL M. SINNOTT, CPA*
ARTHUR J. SINNOTT, CPA**

BARBARA AHEARN-DUNN, EA
KELLY BEACH, EA
LISA BELL, EA
JACQUELINE CARTIER, EA
ANTHONY J. SELLARI, EA
KENNETH SOKOLSKY, EA

DB MS Divine Blalock Martin Sellari LLC Est. in 1932

**Certified Public Accountants and Consultants**
580 Village Boulevard, Suite 110
West Palm Beach, FL 33409
Phone: (561) 686-1110 Fax: (561) 686-1330
info@dbmscpa.com

MEMBERS

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1896-1964)
WILBUR F. DIVINE, IV, CPA (1925-1988)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND THE STATE OF NY
***REGULATED BY THE STATE OF WI
****REGULATED BY THE STATE OF FL AND THE STATE OF NJ
*****REGULATED BY THE STATE OF NY
******REGULATED BY THE STATE OF FL AND THE STATE OF NC

## INDEPENDENT AUDITOR'S REPORT

To the Members of
Wellness Enterprise Solutions, LLC
Milton, MA

### Opinion

We have audited the accompanying financial statements of Wellness Enterprise Solutions, LLC (a Massachusetts limited liability company), as of June 14, 2024, and the related statements of income, changes in members' equity, and cash flows for the period from inception (February 22, 2024) to June 14, 2024, 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 Wellness Enterprise Solutions, LLC as of June 14, 2024, and the results of its operations and its cash flows for the period from inception (February 22, 2024) to June 14, 2024 in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 the financial statements that is free from 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 Wellness Enterprise Solutions, 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 Wellness Enterprise Solutions, 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 Wellness Enterprise Solutions, 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.

*Divine, Blalock, Martin & Sellari, LLC*

**West Palm Beach, FL**
**June 18, 2024**

**WELLNESS ENTERPRISE SOLUTIONS, LLC**
**BALANCE SHEET**
**AS OF JUNE 14, 2024**

| | | |
|---|---|---|
| | ***Assets*** | |
| **Current Assets** | | |
| Cash and cash equivalents | $ | 100,500 |
| **Total Current Assets** | | 100,500 |
| **Total Assets** | $ | 100,500 |
| | ***Liabilities and Members' Equity*** | |
| **Current Liabilities** | | |
| Accrued expenses | $ | - |
| Deferred revenue | | - |
| **Total Current Liabilities** | | - |
| **Total Liabilities** | | - |
| **Members' Equity** | | |
| Members' equity | | 100,500 |
| **Total Members' Equity** | | 100,500 |
| **Total Liabilities and Members' Equity** | $ | 100,500 |

*The accompanying notes are an integral part of these financial statements .*

**WELLNESS ENTERPRISE SOLUTIONS, LLC**
**STATEMENT OF INCOME**
**FOR THE PERIOD ENDED JUNE 14, 2024**

| | | |
|---|---|---|
| **Revenue** | | |
| Franchise revenue | $ | - |
| Franchise license fees | | - |
| **Total Revenue** | | - |
| **Operating Expenses** | | |
| Consulting fees | | - |
| Advertising & marketing | | - |
| Legal & accounting fees | | - |
| Travel | | - |
| **Total Operating Expenses** | | - |
| **Net Income** | $ | - |

*The accompanying notes are an integral part of these financial statements.*

**WELLNESS ENTERPRISE SOLUTIONS, LLC**
**STATEMENT OF CHANGES IN MEMBERS' EQUITY**
**FOR THE PERIOD ENDED JUNE 14, 2024**

| | | |
|---|---|---|
| Members' Equity @ February 22, 2024 | $ | - |
| Member Contributions | | 100,500 |
| Net Income | | - |
| Members' Equity @ June 14, 2024 | $ | 100,500 |

*The accompanying notes are an integral part of theses financial statements.*

**WELLNESS ENTERPRISE SOLUTIONS, LLC**
**STATEMENT OF CASH FLOWS**
**FOR THE PERIOD ENDED JUNE 14, 2024**

| | | |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES** | | |
| Net Income | $ | - |
| *Adjustments to reconcile Net income to net cash used by operating activities:* | | |
| *Increase (Decrease) in Operating Liabilities* | | |
| Accrued expenses | | - |
| Deferred revenue | | - |
| Net Cash Used in Operating Activities | | - |
| **CASH FLOWS FROM FINANCING ACTIVITIES** | | |
| Member contributions | | 100,500 |
| Net Cash Provided by Financing Activities | | 100,500 |
| **NET INCREASE IN CASH AND CASH EQUIVALENTS** | | 100,500 |
| **CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD** | | - |
| **CASH AND CASH EQUIVALENTS AT END OF PERIOD** | $ | 100,500 |

*The accompanying notes are an integral part of these financial statements.*

**WELLNESS ENTERPRISE SOLUTIONS, LLC**
**NOTES TO FINANCIAL STATEMENTS**
**FOR THE PERIOD ENDED JUNE 14, 2024**

**NOTE 1 – BUSINESS ACTIVITY**

Wellness Enterprise Solutions, LLC was formed in the state of Massachusetts on February 22, 2024; the Company is in the business of offering franchises for the operation of an intravenous hydration therapy and medical weight loss business. Unless otherwise indicated, the terms "we," "us," "our," and "Company" refer to Wellness Enterprise Solutions, LLC. The Company is currently in the process of acquiring franchisees to operate in various states.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Basis of Accounting***

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

***Cash and Cash Equivalents***

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

***Accounts Receivable and Bad Debts***

Customer accounts receivable are stated at the amount management expects to collect on balances. The Company uses the direct write-off method for bad debts; management closely monitors outstanding balances and writes off, as of year-end, any balances that are considered to be uncollectible. Bad debts amounted to $0 for the period ended June 14, 2024.

***Property and Equipment***

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 10 to 40 years. At June 14, 2024, the Company did not own any fixed assets.

***Income Taxes***

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in the financial statements.

As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended June 14, 2024.

The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

### NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)

***Income Taxes, (continued)***

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes.* ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at June 14, 2024.

***Advertising***

Advertising costs are expensed as incurred. Advertising expense amounted to $0 for the period ended June 14, 2024.

***Concentrations of Credit Risk***

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

***Revenue Recognition***

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers.* The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

In 2020, the Financial Accounting Standards Board (FAB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient.* This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation in the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company recognizes franchise royalties and system advertising on a monthly basis, which are generally based upon a percentage of sales made by the Company's franchises, when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- *Development of a custom local affiliate web page housed within our national website.*
- *Webserver setup for the web page.*
- *Copy of proprietary Operations Manual & startup kit including various marketing materials.*
- *Comprehensive six-day training program at our corporate headquarters and up to three days of additional assistance and guidance at your location.*

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, (CONTINUED)**

***Use of Estimates in the Preparation of Financial Statements***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

***Fair Value of Financial Assets and Liabilities***

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

*Level 1 - Quoted prices in active markets for identical assets or liabilities.*

*Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.*

*Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.*

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

***Recently Issued and Adopted Accounting Pronouncements***

In February 2016, the FASB issued a new accounting standard on leases. The new standard, among other changes, will require lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases. The lease liability will be measured at the present value of the lease payments over the lease term. The right-of-use asset will be measured at the lease liability amount, adjusted for lease prepayments, lease incentives received and the lessee's initial direct costs (e.g., commissions). The new standard is effective for annual reporting periods beginning after December 15, 2022, including interim reporting periods within those annual reporting periods. Effective February 22, 2024, the Company adopted the new lease standard. At June 14, 2024 the Company had no lease agreements in place.

**NOTE 3 – DEFERRED REVENUE**

Deferred revenue represents franchise licensing fee and initial franchise sales for which substantially all the services to be provided by the Company have not yet been performed. The licensing fee portion is recognized over the life of the contract while the initial franchise fee revenues are fully recognized when Franchisees open their doors. The amount deferred as of June 14, 2024 was $0.

**NOTE 4– COMMITMENTS AND CONTINGENCIES**

The company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the company.

**NOTE 5 – SUBSEQUENT EVENTS**

The Company has evaluated subsequent events through June 18, 2024, the date which the financial statements was available to be issued and nothing has occurred that would require disclosure.

## State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| State | Effective Date |
|---|---|
| California | Not registered |
| Hawaii | Not registered |
| Illinois | Not registered |
| Indiana | Not registered |
| Maryland | Not registered |
| Michigan | Not registered |
| Minnesota | Not registered |
| New York | Not registered |
| North Dakota | Not registered |
| Rhode Island | Not registered |
| South Dakota | Not registered |
| Virginia | Not registered |
| 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.

# EXHIBIT J

## FORM OF BUSINESS ASSOCIATE AGREEMENT

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between **WELLNESS ENTERPRISE SOLUTIONS, LLC d/b/a The IV Hub™ Wellness** ("Business Associate") and the Franchisee who has entered into a Franchise Agreement with Business Associate ("Covered Entity"). Covered Entity and Business Associate are collectively referred to as the "Parties."

## RECITALS

WHEREAS, Covered Entity is required to comply with the requirements of: 1) the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time ("HIPAA"), 2) Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and all its implementing regulations, when and as each is effective and compliance is required. (the "HITECH Act"), 3) the regulations implementing HIPAA and HITECH found at 45 CFR Parts 160 and 164; and

WHEREAS, Business Associate has entered or may enter into one or more agreements with Covered Entity (collectively, the "Management Agreement") pursuant to which Business Associate will render services to, for or on behalf of Covered Entity; and

WHEREAS, by providing the services according to the Management Agreement, Business Associate will become a Business Associate of Covered Entity as such term is defined at 45 CFR §160.103; and

WHEREAS, Business Associates also are required to comply with certain requirements of HIPAA, HITECH, the HIPAA Breach Notification Rule, the HIPAA Privacy Rule and the HIPAA Security Rule; and

WHEREAS, the purpose of this Agreement is for the Parties to memorialize their mutual understanding of their respective obligations under HIPAA, HITECH, the HIPAA Breach Notification Rule, the HIPAA Privacy Rule and the HIPAA Security Rule, and to satisfy the requirements of 45 CFR §164.502(e);

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties hereto agree as follows:

## VI. Definitions.

A. Except as otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings set forth in HIPAA.

B. "**Breach**" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth, in 45 CFR § 164.402.

C. “**Business Associate**” shall mean WELLNESS ENTERPRISE SOLUTIONS, LLC d/b/a “The IV Hub™ Wellness”.

D. “**Covered Entity**” shall mean the Franchisee pursuant to a Franchise Agreement between WELLNESS ENTERPRISE SOLUTIONS, LLC and Franchisee.

E. “**Effective Date**” shall mean the Effective Date of the WELLNESS ENTERPRISE SOLUTIONS, LLC Franchise Agreement between WELLNESS ENTERPRISE SOLUTIONS, LLC and Franchisee.

F. “**Electronic Protected Health Information**” shall mean Protected Health Information that is transmitted or maintained in Electronic Media.

G. “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.

H. “**HIPAA Breach Notification Rule**” shall mean the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Part 164 (Subpart D).

I. “**HIPAA Privacy Rule**” shall mean the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & E).

J. “**HIPAA Security Rule**” shall mean the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & C).

K. “**HITECH Act**” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and all its implementing regulations, when and as each is effective and compliance is required.

L. **“Party”** shall mean the Business Associate or the Covered Entity, and collectively they shall be referenced as **“Parties”.**

M. “**Protected Health Information or PHI**” shall mean Protected Health Information, as defined in 45 CFR § 160.103, and is limited to the Protected Health Information received, maintained, created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Underlying Services.

N. “**Underlying Services**” shall mean, to the extent and only to the extent they involve the creation, maintenance, use, disclosure or transmission of Protected Health Information, the services performed by Business Associate for Covered Entity pursuant to the Underlying Services Agreement.

O. "**Underlying Services Agreement**" shall mean the written agreement(s) by and between the Parties, including the Franchise Agreement, pursuant to which Business Associate access to, receives, maintains, creates or transmits PHI for or on behalf of Covered Entity in connection with the provision of the services described in that agreement(s) by Business Associate to Covered Entity or in performance of Business Associate's obligations under such agreement(s).

## VII. Permitted and Required Uses and Disclosures of Protected Health Information by Business Associate.

A. Business Associate may use or disclose Protected Health Information solely (1) as necessary to provide the Underlying Services to Covered Entity and in compliance with each applicable requirement of 45 CFR §164.504(e), (2) as Required by Law or (3) as expressly otherwise authorized under this Agreement. Business Associate shall not use or disclose Protected Health Information for any other purpose or in any other manner.

B. Business Associate may, if necessary, use or disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; provided, that (1) any disclosure is Required by Law or (2) Business Associate obtains reasonable advance written assurances from the person or party to whom the Protected Health Information is disclosed that (Y) the Protected Health Information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or party, and (Z) the person or party immediately notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

## VIII. Obligations of Business Associate.

A. Business Associate shall use appropriate safeguards, and, as of September 23, 2013, comply, where applicable, with the HIPAA Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of the information other than as provided for by this Agreement.

B. Business Associate shall mitigate any harmful effect of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

C. Business Associate shall immediately report to Covered Entity: (i) any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware in accordance with 45 CFR § 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C).

D. Business Associate shall notify the Covered Entity within ten (10) days after Business Associate's Discovery of any incident that involves an unauthorized acquisition, access, use, or disclosure of Protected Health Information; even if

Business Associate believes the incident will not rise to the level of a Breach. Business Associate agrees that such notification will meet the requirements of the HIPAA Breach Notification Rule set forth in 45 CFR § 164.410. Business Associate shall provide to the Covered Entity the names and contact information of all individuals whose Protected Health Information was or is believed to have been involved, all other information reasonably requested by the Covered Entity to enable the Covered Entity to perform and document a risk assessment in accordance with the HIPAA Breach Notification Rule with respect to the incident to determine whether a Breach occurred, and all other information reasonably necessary to provide notice to Individuals, the Department of Health and Human Services and/or the media in accordance with the HIPAA Breach Notification Rule. In the event of an incident that is required to be reported under this Section III(d), Covered Entity shall elect in its sole discretion whether Covered Entity, Business Associate or a third party shall be responsible for conducting an investigation of that incident and providing any required notices as set forth in this Section III(d). In accordance with this election, and notwithstanding anything to the contrary in this Agreement and without limiting in any way any other remedy available to Covered Entity at law, equity or contract, including but not limited to under Section V(a) of this Agreement, Business Associate shall (i) conduct, or pay the costs of conducting, an investigation of any incident required to be reported under this Section III(d), (ii) shall reimburse and pay Covered Entity for all expenses and costs incurred by Covered Entity that arise from an investigation of any incident required to be reported under this Section III(d) and (iii) shall provide, and/or pay the costs of providing, the required notices as set forth in this Section III(d).

E. In accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2), Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate, agree to the same restrictions and conditions, in writing, that apply through this Agreement to Business Associate with respect to such Protected Health Information, including but not limited to the extent that subcontractors create, receive, maintain, or transmit Electronic Protected Health Information on behalf of the Business Associate, it shall require the subcontractors to comply with the HIPAA Security Rule.

F. To the extent Business Associate is to carry out Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligations.

G. Business Associate shall provide access to Covered Entity, no later than fifteen (15) days after receipt of a request from Covered Entity, to Protected Health Information in a Designated Record Set, or, if requested by Covered Entity, to an Individual, all in accordance with the requirements under 45 CFR § 164.524, including, as of September 23, 2013, providing or sending a copy to a designated third party and providing or sending a copy in electronic format, to the extent that the Protected

Health Information in Business Associate's possession constitutes a Designated Record Set.

H. Business Associate shall make available and make any amendment(s) to Protected Health Information in a Designated Record Set within fifteen (15) days after receipt of a request from Covered Entity or an Individual, all in accordance with the requirements of 45 CFR § 164.526.

I. Business Associate shall document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 and, as of the date compliance is required by final regulations, 42 U.S.C. § 17935(c).

J. Business Associate shall make available to Covered Entity, within fifteen (15) after receipt of a request, information collected in accordance with Section III(i) of this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, or make that information available directly to an Individual, all in accordance with 45 CFR § 164.528 and, as of the date compliance is required by final regulations, 42 U.S.C. § 17935(c).

K. Business Associate shall notify Covered Entity in writing within three (3) days after Business Associate's receipt directly from an Individual of any request for access to or amendment of Protected Health Information, or an accounting of disclosures, as contemplated in Sections III(g), III(h), III(i) and III(j) of this Agreement.

L. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.

M. Business Associate shall request, use and/or disclose only the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure; provided, that, as of September 23, 2013, Business Associate shall comply with 45 CFR §§ 164.502(b) and 164.514(d).

N. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information as prohibited by 45 CFR § 164.502(a)(5)(ii).

O. Business Associate shall not make or cause to be made any marketing communication about a product or service as defined in 45 CFR §§ 164.501 or prohibited by 164.508(a)(3).

P. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited 45 CFR § 164.514(f).

Q. Business Associate shall take all necessary steps, at the request of Covered Entity, to comply with requests by Individuals not to send Protected Health Information to a Health Plan in accordance with 45 CFR § 164.522(a).

R. Business Associate shall take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or violate provisions of HIPAA that apply to Business Associate.

## IX. **Term and Termination**.

A. The term of this Agreement shall commence as of the Effective Date and shall terminate concurrently with the Underlying Services Agreement unless earlier terminated, by mutual written agreement of the Parties, or in accordance with this Section IV.

B. Notwithstanding anything in this Agreement to the contrary, if Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of this Agreement then Covered Entity shall provide written notice of the breach or violation to Business Associate that specifies the nature of the breach or violation. Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then Covered Entity may, terminate this Agreement.

C. Within thirty (30) days after termination or expiration of this Agreement, Business Associate will return or destroy, if feasible, all Protected Health Information received from or created or received by Business Associate, including all Protected Health Information in possession of Business Associate's agents or subcontractors, on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information. To the extent return or destruction of the Protected Health Information is not feasible, Business Associate shall notify Covered Entity in writing of the reasons return or destruction is not feasible and, if Covered Entity agrees, may retain the Protected Health Information subject to this Section. Under any circumstances, Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the expiration or termination of this Agreement, and shall limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

## X. **Miscellaneous**.

A. Business Associate shall defend, hold harmless and indemnify Covered Entity, its trustees, officers, faculty, employees, students, against all expenses, liabilities, damages, claims, costs, fines, penalties and losses (including attorneys' and consultant fees) (collectively, "Losses") reasonably incurred by Covered Entity in connection with, related to or arising from (i) the negligent or fraudulent act or omission of Business Associate, its agents, delegates, representatives or Subcontractors; (ii) a violation of HIPAA by Business Associate, its agents, delegates, representatives or Subcontractors; and (iii) a breach of this Agreement by Business Associate, its agents, representatives or Subcontractors. Upon demand by Covered Entity, Business Associate shall defend any investigation, claim, litigation or other proceeding brought or threatened against Covered Entity, at Business Associate's expense, by counsel acceptable to Covered Entity. Business Associate shall not enter into any settlement without the written consent of Covered Entity. This Article V(a) shall survive the expiration or termination of this Agreement for any reason.

B. The Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section and Section IV(c) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement, and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

C. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of New York. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides Underlying Services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information. This Agreement, together with the Underlying Services Agreement, constitutes the entire agreement of the Parties relating to Business Associate's use or disclosure of Protected Health Information.

D. The terms of this Agreement to the extent they are unclear, shall be construed to allow for compliance by Covered Entity with HIPAA and the HITECH Act. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event Covered Entity believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, Covered Entity shall notify Business Associate in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of HIPAA, then Covered Entity has the right to terminate upon written notice to the Business Associate.

E. Business Associate understands and agrees that it will not assign, delegate, or subcontract any of its rights or obligations under this Agreement to individuals or entities residing outside the United States.

F. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will be one and same document.

In witness whereof, the parties have caused this agreement to be executed as of the effective date by their respective duly authorized officers.

| | |
|---|---|
| **BUSINESS ASSOCIATE**: | **COVERED ENTITY**: |
| Wellness Enterprise Solutions, LLC | [●] |
| By: ___________________________ | By: ___________________________ |
| Printed: _______________________ | Printed: _______________________ |
| Title: _________________________ | Title: _________________________ |

# EXHIBIT K

## FORM OF
## MANAGEMENT AGREEMENT

**MANAGEMENT AGREEMENT**

This Management Agreement (this "Agreement"), dated as of [●], 2025 (the "Effective Date"), is entered into by and between [THE PROFESSIONAL CORPORATION], a [●] corporation ("Service Provider"), and [FRANCHISEE] ("Customer" and together with Service Provider, the "Parties", and each a "Party").

WHEREAS, Service Provider is a professional corporation that has the capability and capacity to provide the Medical Services (as defined below) for Customer for the business known as "The IV Hub™ Wellness" (the "Business") and employs qualified healthcare professionals (for example physicians, physician assistants, nurse practitioners, registered nurses, aestheticians and medical assistants) who are duly licensed to practice medicine and provide the Medical Services being offered at the Business (the "Qualified Healthcare Professionals"); and

WHEREAS, certain state and local laws prohibit Customer, which is not owned or operated by Qualified Healthcare Professionals, from owning or operating a medical practice or employing individuals who provide Medical Services; and

WHEREAS, to comply with applicable legal requirements, the Parties desire to enter into this Agreement pursuant to which Customer shall retain Service Provider to provide Medical Services through Qualified Health Professionals to support Customer's Business and Service Provider is willing to perform the Medical Services, in each case on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Service Provider and Customer agree as follows:

**1.** **Services**. Service Provider shall provide to Customer the services listed on Exhibit A (the "Medical Services") on the terms and subject to the conditions set forth in this Agreement. Medical Services shall be performed by the Service Provider's Qualified Healthcare Professionals and shall remain under the management and control of the Service Provider. Service Provider will employ and control all Qualified Healthcare Professionals that provide the actual medical care services required to be delivered through the Business. Service Provider will have sole authority and control over the day-to-day operations of the Business, its Qualified Healthcare Professionals and its employees and/or agents. Service Provider shall be the sole and exclusive provider of the Medical Services to Customer during the term of this Agreement and Customer shall not obtain, or seek to obtain, any of the Medical Services from any other person or entity during the term of this Agreement. During the term of this Agreement, if Customer forms or establishes any new business that provides services similar to the nature of the services provided by Customer, Customer shall, at the option of Service Provider, or shall cause such new business to, enter into a new management agreement with Services Provider, which shall be similar to this Agreement. Customer expressly acknowledges and agrees that (a) Service Provider may delegate the performance of all or any portion of its obligations under this Agreement to any third party, including without limitation, any of Service Provider's affiliates or subcontractors, and (b) Service Provider may enter into agreements or arrangements with other clients pursuant to which Service Provider may provide services, including, without limitation, services similar or identical in nature to the Medical Services, to such clients.

**2. Service Provider Obligations**. Service Provider shall perform the Medical Services in any manner it deems reasonably appropriate to meet the day-to-day requirements of Customer's operations. Service Provider shall perform all clinical services independently and in accordance with the applicable standard of care. Customer shall not control, direct, or interfere with the clinical judgment or decision-making of the Service Provider or its Qualified Health Professionals.

**3. Customer Obligations**. Customer shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.

3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Medical Services.

3.3 Cooperate with Service Provider in its performance of the Medical Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Medical Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Medical Services.

3.5 Ensure that all of its directors, managers, employees and agents are duly qualified to perform the services that such directors, managers, employees and agents are providing in the relevant jurisdictions where such services are being provided under all applicable federal, state and local law.

3.6 Comply with any and all applicable laws (statutory, judicial or otherwise), ordinances, rules, regulations, judgments, orders, directives, injunctions, writs, decrees or awards of, and any contracts with, any governmental authority, including, without limitation, federal, state and local laws and regulations applicable to engineering services and the business of Customer generally.

3.7 Require that each individual providing Medical Services that is employed, retained, engaged, or practicing full or part time by and through Customer (other than employees of Service Provider providing Medical Services, which includes all Qualified Healthcare Professionals), execute a customary confidentiality assignment, the form of which is prepared in collaboration with Service Provider. Customer agrees to enforce the terms of each such agreement.

3.8 Notify Service Provider in writing no later than the next business day following Customer becoming aware of any of the following events:

(a) Customer or any of its directors, managers, employees or agents becomes the subject of any investigation, sanction, or similar action by a peer review organization or the subject of any other investigation, audit, or similar proceeding or sanction by any federal, state, or local agency or third party;

(b) Any director, manager, employee or agent of Customer having any license, registration, or certification suspended, revoked, or made subject to an investigation or terms of probation or other restriction;

(c) Any event that materially adversely affects Customer's ability to render its services;

(d) Customer or any director, manager, employee or agent receiving any notice that its professional liability insurance is to be modified, canceled, or not renewed; or

(e) any tax audit or assessment with respect to Customer.

## 4. **Fees and Expenses; Banking Arrangements**.

4.1 In consideration of the provision of the Medical Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay Service Provider the fees set forth on Exhibit A hereto, which shall be payable in monthly installments on or before the first business day of each month during the term of this Agreement, prorated for any partial month during the term of this Agreement, as determined by the Service Provider. Such fees shall be reviewed at least annually by Service Provider and Customer and may be adjusted upward by their mutual written agreement, but shall not be adjusted downward. Notwithstanding the foregoing, if payment of any installment of any fees owed pursuant to this Agreement would render Customer unable to meet its operating expenses (including debt service and reasonable reserves) as determined jointly by Customer and Service Provider after discussion, Customer shall only be required, at the time due, to pay such portion of such fee as determined jointly by Service Provider and Customer so that Customer can meet its operating expenses (including debt services and reasonable reserves), and any amounts unpaid for the applicable annual period shall be deferred and be paid to Service Provider from Customer's future income promptly as determined by Service Provider following consultation with Customer and review of all applicable documentation, which shall be made available to Service Provider for review. Customer shall make payments of all fees by wire transfer of immediately available funds to such account as Service Provider directs in writing.

4.2 Customer shall reimburse Service Provider for all reasonable out-of-pocket, third-party costs and expenses incurred in connection with the performance of the Medical Services promptly after demand for payment.

4.3 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; and to the extent Service Provider is required to pay any such sales, use, excise, or other taxes or other duties or charges, Customer shall reimburse Service Provider in connection with its payment of fees as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Customer pay or be responsible for any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4.4 All late payments, and payments deferred in accordance with the provisions of Section 4.1, shall bear interest at a rate equal to the Prime Rate plus two percent (2%) per annum, not to exceed the maximum rate allowed by applicable law (calculated on the basis of three hundred sixty-five (365) days per year), compounding monthly. "Prime Rate" means the prime rate reported by the *Wall Street Journal* under "Money Rates" from time to time, which rate shall be adjusted for purposes of this Agreement on a monthly basis. Customer shall also reimburse Service Provider for all reasonable costs and expenses incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Medical Services if the Customer fails to pay any fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

4.5 Service Provider may, in its sole discretion, elect to make principal advances ("Advances") to Customer under this Agreement to fund any expense or cost of Customer under this Agreement or otherwise. Service Provider will record in its books and records the amount of each Advance made by Service Provider to Customer under this Agreement and all payments made by Customer to Service Provider with respect thereto. Each Advance will bear interest from the date of disbursement to the date of repayment at a rate equal to the Prime Rate plus two percent (2%) per annum, not to exceed the maximum rate allowed by applicable law (calculated on the basis of three hundred sixty-five (365) days per year), compounding monthly. Any payments made by Customer under this Agreement in respect of an Advance will be applied first to accrued and unpaid interest and then to the repayment of the outstanding principal balance of such Advance.

4.6 Bank Accounts.

(a) All payments with respect to accounts receivable and other amounts relating to services provided by Customer shall be deposited directly into a bank account held at a bank chosen by Service Provider (the "Customer Account"). Service Provider shall have access to the Customer Account. Customer shall cause the bank to sweep the proceeds of the Customer Account on a daily basis, or on such other schedule as may be determined as necessary by Service Provider, into an account held and managed by Service Provider (the "Service Provider Account"), to facilitate cash management and to pay for expenses as Service Provider is to pay on behalf of Customer. If Customer or any of its representatives modifies or revokes such instructions with the bank that holds the Customer Account, Customer shall be in material breach and default of this Agreement.

(b) With respect to the agreements and arrangements Customer enters into with the bank(s) where the Customer Account is maintained, all such agreements shall provide that the control and sweep arrangements set forth in this Section 4.6 shall require Service Provider be provided at least five (5) business days' written notice before any amendment, revocation or other modification or termination shall be effective.

4.7 Security Interest. So long as any amount of fees, Advances or any other sum which may be due to Service Provider under this Agreement remains unpaid, Service Provider shall have a continuing security interest in the Collateral (as herein defined) of Customer (except as otherwise prohibited by law), and all products and proceeds thereof to secure all obligations of Customer to the Service Provider. Accordingly, Customer hereby grants to Service Provider a continuing security interest in and to all of its Collateral, and all products and proceeds thereof, to secure all obligations of Customer to the Service Provider. From time to time, Customer shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, in the reasonable judgment of Service Provider, for that security interest granted or purported to be granted by Customer herein to be perfected or enforced or to enable Service Provider to exercise and enforce its rights and remedies hereunder with respect to the Collateral in which a security interest has been granted. Without limiting the generality of the foregoing, Customer hereby grants Service Provider the right and authorizes Service Provider to execute and file such security agreements, financing or continuation statements, or amendments thereto, and such other agreements, instruments or notices, as well as take any such other action, in each case as may be necessary or desirable in order to perfect and preserve, and preserve and maintain the priority of, the security interest granted in the Collateral hereby by Customer. "Collateral" shall mean all of the following whether now existing or hereafter arising or acquired (including all of Customer's right, title and interest in the following): (a) all accounts, payment intangibles, instruments and other rights to receive payments of Customer (including without limitation the Accounts (as defined below)), subject to anti-assignment limitations relating to government receivables (solely to the extent applicable), (b) all general intangibles (including, without limitation, contract rights, except for rights in contracts for Medical Services, other than the right to payment for Medical Services already performed under such contracts, and intellectual property), chattel paper, documents, letter of credit rights, supporting obligations, commercial tort claims, rights, remedies, guarantees and collateral evidencing, securing or otherwise relating to or associated with any of the Collateral, including without limitation all rights of enforcement and collection, (c) all lockboxes and deposit accounts (and all depository account control agreements relating thereto) into which proceeds belonging to Customer are deposited, all funds received thereby or deposited therein, any deposit or other account into which such funds are transferred or deposited, and any checks or instruments from time to time representing or evidencing any of the same, (d) all books and records of Customer evidencing or relating to or associated with any of the foregoing, (e) all collections, receipts and other proceeds (cash and noncash) derived from any of the foregoing, (f) all agreements to which Customer is a party, including without limitation, agreements between Customer and any facility or payor, and all of Customer's rights under each such agreement, (g) all inventory, equipment, fixtures, investment property and intangible assets and other assets and personal property of Customer, (h) all information and data compiled or derived by Customer with respect to any of the foregoing and (i) all products and proceeds of the foregoing. "Account" means a right to payment of a monetary obligation, whether or not earned by performance for services rendered or to be rendered or for a secondary obligation incurred or to be incurred, including but not limited to (w) accounts receivable owing to Customer (whether billed or unbilled), (x) all accounts, general intangibles, rights, remedies, guarantees, and liens in respect of the foregoing, and all rights of enforcement and collection in respect of the foregoing, all books and records evidencing or related to the foregoing, (y) all information and data compiled or derived by Customer in respect of such accounts receivable, and (z) all proceeds of any of the foregoing. Unless otherwise defined herein, terms defined in the Uniform Commercial Code in effect in the State of Delaware (the "UCC") and used in this Section 4 shall have the meanings given to them in the UCC. If Customer defaults in the payment or performance of any term of this Agreement or any other document or agreement executed in connection herewith, Service Provider may exercise, in addition to all other rights and remedies granted to it hereunder, all rights and remedies of a secured party under the UCC or any other applicable law.

4.8 Indemnification. Customer shall indemnify, hold harmless, and defend Service Provider and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees (collectively, "Losses"), that are incurred by any Indemnified Party arising from, through or in any manner relating to: (a) any breach or non-fulfillment of any provision of this Agreement by Customer; (b) any negligent or more culpable act or omission of Customer (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement or in connection with the operation of its business; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Customer (including any reckless or willful misconduct); (d) any failure by Customer to comply with any applicable federal, state or local laws, rules regulations, or codes in the performance of its obligations under this Agreement or in connection with the operation of its business; and/or (e) performance by Service Provider of any of the Medical Services or any actions taken or not taken by any Indemnified Party in connection with or in furtherance of this Agreement; provided, however, that Customer shall not have any obligation to indemnify any

Indemnified Party for an Losses determined by a court of competent jurisdiction in a final, non-appealable order, to have resulted primarily from the gross negligence or willful misconduct of such Indemnified Party.

4.9 Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Medical Services (collectively, the "Deliverables") except for any Confidential Information of Customer or Customer materials shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Medical Services. Upon any termination of this Agreement for any reason, Customer shall immediately cease the use of all Intellectual Property Rights.

**5. Confidentiality**. From time to time during the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 5; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that, to the Receiving Party's knowledge, was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party, its affiliates, and their respective employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

## 6. Term, Termination, and Survival.

6.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the date that is [●] years after the Effective Date, and shall be automatically renewed for successive [●] year periods thereafter, unless either Service Provider or Customer gives notice of termination at least [●]days before the end of the applicable term, or, unless sooner terminated pursuant to Section 6.2 or Section 6.3.

6.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:

(a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, or such material breach is incapable of cure.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within sixty (60) days or is not dismissed or vacated within sixty (60) days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 Notwithstanding anything to the contrary in Section 7.2(a), Service Provider may terminate this Agreement before the expiration date of its term on written notice if Customer fails to pay any amount when due hereunder: (a) and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment; or (b) more than three (3) times during the term of this Agreement.

6.4 The rights and obligations of the Parties set forth in Sections 3, 4, 5, 6, 7, and 11 through 23 will survive any termination or expiration of this Agreement.

## 7. Remedies for Breach.

7.1 Customer and Service Provider agree that irreparable damage would occur in the event that any of the same do not perform the provisions of this Agreement in accordance with its terms or otherwise breach such provisions. Accordingly, Customer and Service Provider acknowledge and agree that the parties shall be entitled to seek specific performance, injunctive relief, or other similar provisional, temporary or emergency relief, to prevent breaches or threatened breaches of this Agreement and to enforce the terms and provisions hereof. To the extent specific performance is not available as a remedy, Customer and Service Provider hereto agree that the party seeking to enforce will be entitled to seek other contractual remedies that they may have under this Agreement.

7.2 Furthermore, in such circumstance where Customer challenges or seeks to invalidate any requirement for specific performance as a remedy for a breach of this Agreement, Customer shall pay to Service Provider an amount in cash equal to the *product of* (a) the average monthly fee paid to Service Provider pursuant to Section 4.1 during the trailing twelve (12) month period, and (b) the number of months remaining in the term of this Agreement, except that if there are less than three (3) years remaining in the term of this Agreement, such calculation will include the remaining months in the term and the months in the next renewal term (collectively, such amount from the calculations, the

"Liquidated Damages Amount"). Customer and Service Provider hereby acknowledge and agree that (w) the actual damages likely to result from breach of this Section 7 are difficult or impossible to accurately estimate on the date of this Agreement, (x) payment of the Liquidated Damages Amount to Service Provider is intended to compensate the Service Provider for the loss of fees under Section 4.1 lost during a period when Customer was breaching this Agreement and its anticipated returns from this Agreement if there was not a breach, (y) the Liquidated Damages Amount is not a penalty, but rather a reasonable measure, as of the date of this Agreement, of damages of the lost fees under Section 4.1 based upon the parties' experience in the business, which damages may ultimately prove to be greater than the Liquidated Damages Amount, and (z) such additional damages set forth in the foregoing clauses are difficult or impossible to accurately estimate, and therefore such remedy for any breach or threatened breach of this Section 7 will be inadequate and the Service Provider shall instead be entitled to this Liquidated Damages Amount. In addition to any other relief available to them, Service Provider shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage or posting any bond whatsoever.

**8. Limitation of Liability.**

8.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN RESPECT OF THE PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**9. Insurance**. During the term of this Agreement and for a period of [●] years thereafter, Customer shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in an amount determined by Service Provider from time to time, with financially sound and reputable insurers. Upon Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Service Provider as an additional insured. Customer shall provide Service Provider with at least thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Service Provider's insurers and Service Provider.

**10. Entire Agreement**. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

**11.** **Notices**. All notices, requests, consents and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given: (a) if mailed, two (2) business days after such Notice is sent, when sent via prepaid certified mail to the address listed below for the Party to whom the Notice is being sent (the "Notice Party"); (b) if hand delivered or delivered by courier, upon actual delivery of such Notice to the Notice Party at the address listed below for such Notice Party; or (c) if sent by facsimile or e-mail, on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission). The addresses, facsimile numbers and e-mail addresses for each Party, as of the date hereof, are:

If to Service Provider: [●]

If to Customer: [●]

A Party may change its address, facsimile number or e-mail address by providing written notice, in accordance with the foregoing provisions of this Section 11

, to the other Parties of such change.

**12.** **Severability**. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to/the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**13.** **Amendments**. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.

**14.** **Waiver**. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**15.** **Assignment**. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 15 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.

**16. Successors and Assigns**. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

**17. Relationship of the Parties**. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Medical Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Medical Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Medical Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**18. No Third-Party Beneficiaries**. Other than with respect to the Indemnified Parties, who are express third party beneficiaries of this Agreement, this Agreement benefits solely the Parties and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**19. Choice of Law**. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute shall be governed by, and shall be construed in accordance with, the laws of the State of [●], without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of [●].

**20. Choice of Forum**. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the District of Delaware or, if such court does not have subject matter jurisdiction, the courts of the State of Delaware sitting in Wilmington, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the District of Delaware or, if such court does not have subject matter jurisdiction, the courts of the State of Delaware. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**21. WAIVER OF JURY TRIAL**. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**22. Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this

Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**23. Force Majeure**. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, inclement weather or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have caused this agreement to be executed as of the effective date by their respective duly authorized officers.

| | |
|---|---|
| **SERVICE PROVIDER**: | **CUSTOMER**: |
| [PROFESSIONAL CORPORATION] | [FRANCHISEE] |
| By: ___________________________ | By: ___________________________ |
| Printed: _______________________ | Printed: _______________________ |
| Title: _________________________ | Title: _________________________ |

**EXHIBIT A**

**MEDICAL SERVICES**

**SERVICE 1: EVALUATION AND TREATEMENT OF CLIENTS**

[•]

**SERVICE 2: PERFORMANCE OF IV THERAPY AND OTHER WELLNESS SERVICES REQUIRING LICENSURE**

[•]

**SERVICE 3: MEDICAL OVERSIGHT AND SUPERVISION OF QUALIFIED HEALTH PROFESSIONALS**

[•]

**SERVICE 4: MEDICAL CHARTING, RECORDKEEPING, AND CLINICAL COMPLIANCE**

[•]

**SERVICE 5: ORDERING OF PHARMACEUTICALS AND CONTROLLED SUBSTANCES AS NEEDED**

[•]

# EXHIBIT L

## RECEIPTS

**RETURN THIS SIGNED COPY TO THE FRANCHISOR**

**ACKNOWLEDGEMENT OF RECEIPT FOR FDD**
**Franchise Disclosure Document [FDD]**
**WELLNESS ENTERPRISE SOLUTIONS, LLC**

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF WELLNESS ENTERPRISE SOLUTIONS, 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.

IF WELLNESS ENTERPRISE SOLUTIONS, 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., 20850, AND THE APPROPRIATE STATE AGENCY AS IDENTIFIED IN EXHIBIT B OF THIS DISCLOSURE DOCUMENT.

FRANCHISOR AUTHORIZES THE RESPECTIVE STATE AGENCIES IDENTIFIED ON EXHIBIT B TO RECEIVE SERVICE FOR IT IN A PARTICULAR STATE.

Wellness Enterprise Solutions, LLC’s franchise sellers are:
- Noreen Connolly, Jessica Oar and Brianna Lovasco at 469 Salem St. Suite 23, Medford, MA 02155, (405) 848-0026
- IFPG Brokers at 499 Ernston Rd, Parlin NJ 08859, 888-977-IFPG

Issuance Date: July 29, 2025

I received a The IV Hub Wellness Disclosure Document dated July 29, 2025 that included the following Exhibits:

A. Franchise Agreement
B. List of State Franchise Regulators
C. Franchisee Disclosure Questionnaire
D. State Addenda
E. Operations Manual Table of Contents
F. Option Agreement
G. List of Franchisees
H. Franchisees Who Have Left the System
I. Financial Statements
J. Business Associate Agreement
K. Management Agreement
L. Receipt

______________________________ ______________________________

Date Receipt/Franchise Application

**RETURN THIS SIGNED FORM TO THE FRANCHISOR. Mail to: Wellness Enterprise Solutions, LLC, 469 Salem St. Suite 23, Medford, MA 02155. Email to: Noreen.Connolly@TheIVHubWellness.com**

**APPLICANT COPY**

**ACKNOWLEDGEMENT OF RECEIPT FOR FDD**
**Franchise Disclosure Document [FDD]**
**WELLNESS ENTERPRISE SOLUTIONS, LLC**

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF WELLNESS ENTERPRISE SOLUTIONS, 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.

IF WELLNESS ENTERPRISE SOLUTIONS, 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., 20850, AND THE APPROPRIATE STATE AGENCY AS IDENTIFIED IN EXHIBIT B OF THIS DISCLOSURE DOCUMENT.

FRANCHISOR AUTHORIZES THE RESPECTIVE STATE AGENCIES IDENTIFIED ON EXHIBIT B TO RECEIVE SERVICE FOR IT IN A PARTICULAR STATE.

Wellness Enterprise Solutions, LLC's franchise sellers are:

- Noreen Connolly, Jessica Oar and Brianna Lovasco at 469 Salem St. Suite 23, Medford, MA 02155, (405) 848-0026
- IFPG Brokers at 499 Ernston Rd, Parlin NJ 08859, 888-977-IFPG

Issuance Date: July 29, 2025

I received a The IV Hub Wellness Disclosure Document dated July 29, 2025 that included the following Exhibits:

M. Franchise Agreement
N. List of State Franchise Regulators
O. Franchisee Disclosure Questionnaire
P. State Addenda
Q. Operations Manual Table of Contents
R. Option Agreement
S. List of Franchisees
T. Franchisees Who Have Left the System
U. Financial Statements
V. Business Associate Agreement
W. Management Agreement
X. Receipt

______________________________ ______________________________
Date Receipt/Franchise Application

**THIS SIGNED FORM REMAINS WITH THE FRANCHISE APPLICANT**.